

AGREEMENT FOR PROVISION OF  
COMMUNITY CLINIC SERVICES

BETWEEN  
COUNTY OF ORANGE

AND  
«UC\_NAME»

«UC\_DBA»

JULY 1, ~~2014~~2015 THROUGH JUNE 30, ~~2015~~2016

THIS AGREEMENT entered into this ~~20th~~19th day of May, ~~2014~~2015 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:

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<u>11</u>	<u>CONTENTS</u>	<u>PAGE</u>
<u>22</u>	<u>PARAGRAPH</u>	
<u>33</u>	Title Page.....	1
<u>44</u>	Contents.....	2
<u>55</u>	Referenced Contract Provisions .....	4
<u>66</u>	I. Acronyms .....	5
<u>77</u>	II. Alteration of Terms .....	6
<u>88</u>	III. Compliance .....	6
<u>99</u>	IV. Confidentiality.....	9
<u>100</u>	V. Delegation, Assignment and Subcontracts.....	10
<u>111</u>	VI. Employee Eligibility Verification .....	11
<u>122</u>	VII. Expenditure and Revenue Report .....	11
<u>133</u>	VIII. Facilities, Payments and Services.....	11
<u>144</u>	IX. Indemnification and Insurance .....	12
<u>155</u>	X. Inspections and Audits.....	15
<u>166</u>	XI. Licenses and Laws .....	16
<u>177</u>	XII. Literature, Advertisements, and Social Media.....	17
<u>188</u>	XIII. Maximum Obligation.....	18
<u>199</u>	XIV. Nondiscrimination.....	18
<u>200</u>	XV. Notices.....	20
<u>211</u>	XVI. Records Management and Maintenance .....	21
<u>222</u>	XVII. Research and Publication.....	23
<u>233</u>	XVIII. Right to Work and Minimum Wage Laws.....	23
<u>244</u>	XIX. Severability.....	23
<u>255</u>	XX. Status of Contractor .....	24
<u>266</u>	XXI. Term .....	24
<u>277</u>	XXII. Termination .....	24
<u>288</u>	XXIII. Third Party Beneficiary .....	26
<u>299</u>	XXIV. Waiver of Default or Breach.....	26
<u>300</u>	Signature Page.....	27
<u>311</u>	//	
<u>322</u>	//	
<u>333</u>	//	
<u>344</u>	//	
<u>355</u>	//	
<u>366</u>	//	
<u>377</u>	//	

CONTENTS

<u>1</u>			
<u>2</u>		<b><u>EXHIBIT A</u></b>	<b><u>PAGE</u></b>
<u>3</u>		I. Definitions .....	1
<u>4</u>		II. Budget .....	4
<u>5</u>		III. Payments .....	8
<u>6</u>		IV. Reports.....	10
<u>7</u>		V. Services .....	11
<u>8</u>	//		
<u>9</u>	//		
<u>10</u>	//		
<u>11</u>	//		
<u>12</u>	//		
<u>13</u>	//		
<u>14</u>	//		
<u>15</u>	//		
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<u>35</u>	//		
<u>36</u>	//		
<u>37</u>	//		

**REFERENCED CONTRACT PROVISIONS**

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**Master Agreement Term:** July 1, 2014 through June 30, 2015

**Aggregate Maximum Obligation:** \$5,343,056

**Basis for Reimbursement:** Fee-For-Service

~~Actual Cost~~

**Payment Method:** Fee-For-Service

~~Actual Cost~~

**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~~

#

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

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

## II. ALTERATION OF TERMS

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

## 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  
28 policies and procedures relating to ADMINISTRATOR's Compliance Program, HCA's Code of  
29 Conduct and General Compliance Trainings.

30 2. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program  
31 and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code  
32 of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance  
33 Officer 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  
36 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's  
37 Compliance Program and Code of Conduct.

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

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

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

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

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

344 2. An Ineligible Person shall be any individual or entity who:  
 355 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
 366 federal and state health care programs; or

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

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

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

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

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

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

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

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

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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.

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## V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

14  
22 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
33 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
44 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
55 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
66 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

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

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

## 88 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

99  
 100 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
 111 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
 122 consultants performing work under this Agreement meet the citizenship or alien status requirement set  
 133 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, and shall use  
 144 its best efforts to obtain, from subcontractors and consultants performing work hereunder, all  
 155 verification and other documentation of employment eligibility status required by federal or state  
 166 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,  
 177 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR  
 188 shall retain all such documentation for all covered employees, subcontractors, and consultants for the  
 199 period prescribed by the law.

## 200 **VII. EXPENDITURE AND REVENUE REPORT**

211  
 222 A. No later than sixty (60) calendar days following termination of this Agreement,  
 233 CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure  
 244 and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in  
 255 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

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

## 288 **VIII. FACILITIES, PAYMENTS AND SERVICES**

299  
 300 A. CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with  
 311 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, where applicable, said  
 322 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at  
 333 least the minimum number and type of staff which meet applicable federal and state requirements, and  
 344 which are necessary for the provision of the services hereunder.

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

**IX. INDEMNIFICATION AND INSURANCE**

14  
22 A. CONTRACTOR agrees to indemnify, defend with Counsel approved in writing by COUNTY,  
33 which approval shall not be unreasonably held, and hold COUNTY, its elected and appointed officials,  
44 officers, employees, agents and those special districts and agencies for which COUNTY's Board of  
55 Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims,  
66 demands or liability of any kind or nature, including but not limited to personal injury or property  
77 damage, arising from or related to the services, products or other performance provided by  
88 CONTRACTOR pursuant to this Agreement but only in proportion to and to the extent such claims,  
99 demands, including defense costs, or liability are caused by or result from the negligent or intentional  
100 acts or omissions of CONTRACTOR, its officers, employees, or agents. If judgment is entered against  
111 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active  
122 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that  
133 liability will be apportioned as determined by the court. Neither party shall request a jury  
144 apportionment.

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

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

277 ~~C~~D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
288 required insurance, or maintain a program of self-insurance at CONTRACTOR's expense and to submit  
299 to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that  
300 the insurance provisions of this Agreement have been complied with and to maintain such insurance  
311 coverage or maintain equivalent self-insurance during the entire term of this Agreement. In addition, all  
322 subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain  
333 insurance or equivalent self-insurance subject to the same terms and conditions as set forth herein for  
344 CONTRACTOR.

355 ~~D~~E. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs  
366 or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any self-  
377 insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile

14 liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk  
 22 Management.

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

55 **FG. QUALIFIED INSURER**

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

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

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

155	166 <u>Coverage</u>	177 <u>Minimum Limits</u>
188	Commercial General Liability	\$5,000,000 per occurrence
199		\$5,000,000 aggregate
211	Automobile Liability including coverage	\$1,000,000 per occurrence
222	for owned, non-owned and hired vehicles	
233	Workers' Compensation	Statutory
244	Employers' Liability Insurance	\$1,000,000 per occurrence
255	Professional Liability Insurance	\$3,000,000 per claims made
266		or per occurrence
277	Sexual Misconduct Liability	\$1,000,000 per occurrence

322 **HI. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED**

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

355 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,  
 366 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.  
 377



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

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

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

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

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

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

199 **N.** If CONTRACTOR's Professional Liability policy is a "claims made" policy,  
200 CONTRACTOR shall agree to maintain professional liability coverage for two years following  
211 completion of Agreement.

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

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

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

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

366 **S.** SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

## 300 **X. INSPECTIONS AND AUDITS**

311 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 322 of the State of California, the Secretary of the United States Department of HHS, the Comptroller  
 333 General of the United States, or any other of their authorized representatives, shall have access to any  
 344 books, documents, and records, including but not limited to, financial statements, general ledgers,  
 355 relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent  
 366 to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit,  
 377 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the

14 Records Management and Maintenance Paragraph of this Agreement. Such persons may at all  
 22 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
 33 premises in which they are provided.

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

#### 88 C. AUDIT RESPONSE

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

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

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

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

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### **XI. LICENSES AND LAWS**

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

377 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and



14 requirements as they exist now or may be hereafter amended or changed.

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

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

#### 144 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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## **XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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A. Any written information or literature, including educational or promotional materials,

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

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

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

### 199 **XIII. MAXIMUM OBLIGATION**

200 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
 211 agreements for Community Clinic Services is as specified in the Referenced Contract Provisions of this  
 222 Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which  
 233 this Aggregate Maximum Obligation applies. It therefore is understood by the parties that  
 244 reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.  
 255

### 266 **XIV. NONDISCRIMINATION**

#### 277 **A. EMPLOYMENT**

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

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

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

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

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

211 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
 222 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 233 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
 244 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability  
 255 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -  
 266 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975  
 277 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR,) as  
 288 applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise  
 299 provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the  
 300 purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the  
 311 following based on one or more of the factors identified above:

- 322 1. Denying a client or potential client any service, benefit, or accommodation.
- 333 2. Providing any service or benefit to a client which is different or is provided in a different  
 344 manner or at a different time from that provided to other clients.
- 355 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
 366 others receiving any service or benefit.

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

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

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

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

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

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

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

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

## 311 **XV. NOTICES**

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

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

377 2. When faxed, transmission confirmed;

14 3. When sent by Email; or  
 22 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
 33 Service, or other expedited delivery service.

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

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

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

#### 144 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

366 P. CONTRACTOR, unless CONTRACTOR is a public institution, shall notify  
 377 ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight

14 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the  
 22 PRA request.

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

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### **XVII. RESEARCH AND PUBLICATION**

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

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

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

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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.

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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.

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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**

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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

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

#### 44 55 **XX. STATUS OF CONTRACTOR**

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

#### 166 177 **XXI. TERM**

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

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

#### 277 288 **XXII. TERMINATION**

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

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

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



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

33 1. The loss by CONTRACTOR of legal capacity.  
44 2. Cessation of services.  
55 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
66 another entity without the prior written consent of COUNTY.

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

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

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

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

177 E. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

122  
133 **XXIII. THIRD PARTY BENEFICIARY**

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

177  
188 **XXIV. WAIVER OF DEFAULT OR BREACH**

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

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

33  
44 «UC\_NAME»

55  
66 «UC\_DBA»

77  
88 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

99  
100 TITLE: \_\_\_\_\_

111  
122 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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144 TITLE: \_\_\_\_\_

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177  
188 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

199  
200 COUNTY OF ORANGE

211  
222 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

233  
244 HEALTH CARE AGENCY

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266

277  
288 APPROVED AS TO FORM

299 OFFICE OF THE COUNTY COUNSEL  
300 ORANGE COUNTY, CALIFORNIA

311  
322 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

333  
344 DEPUTY

355 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
366 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
377 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~~2015 THROUGH JUNE 30, ~~2015~~2016

**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 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.

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

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

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

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

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

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

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

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

88 K. “EAPC” means funding allocated to Community Clinics is to improve the quality and expand  
 99 the access of outpatient health care for the medically indigent persons residing in underserved areas of  
 100 California. Community Clinics may claims EAPC funding for health services provide to persons  
 111 between twenty-one (21) years and sixty-five (65) years of age with incomes at or below two hundred  
 122 (200%) percent of the federally defined poverty level who do not have any third party health or dental  
 133 coverage. Services which are billed to EAPC shall not be considered reimbursable through the  
 144 Agreement.

155 L. “FPACT” means a federal program that provides reimbursement for reproductive health  
 166 services for medically indigent females and males. FPACT focuses outreach efforts at adults at or  
 177 below two hundred (200%) percent of the FPL who are at risk of unintended pregnancy. The program  
 188 provides pregnancy prevention services, including contraceptives, and sexually transmitted disease  
 199 preventive services and education. Services billable to the FPACT Program shall not be considered  
 200 reimbursable through the Agreement.

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

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

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

344 P. “Unfunded Patient” means a person who does not qualify for any government or privately  
 355 funded health insurance plan or whose government or privately funded health insurance does not cover a  
 366 specific service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded  
 377 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.

	Maximum Obligation	Patient Visits				Equipment/ Structural Improvements	
		Dental	Medical	Mental Health	Vision	PT/OT/Speech	Vision
Contracting Clinic							
AltMed Health Services Corporation	\$ 905,040 <del>761,424</del>	2,145 <del>8,095</del>	9,623 <del>1,805</del>	0	0	0	\$ <del>0</del>
Birth-Choice Pregnancy Centers, Inc.	48,420	0	638	0	0	0	0
Bona Park Community Clinic	59,916 <del>45,694</del>	0 <del>446</del>	462	0	0 <del>215</del>	223	12,540
Carle Health Center	221,232 <del>244,368</del>	0 <del>3,216</del>	2,912	0	0	0	0
Center for Inherited Blood Disorders	5,535	60					28
Central City Community Health Center, Inc.	194,856 <del>118,602</del>	780 <del>965</del>	1,596 <del>70</del>	200 <del>116</del>	0	0	0



Contracting Clinic	Maximum Obligation	Patient Visits					Equipment/ Structural Improvements		
		Dental	Medical	Dental	Mental Health	Vision	PT/ OT/ Spe ech	Vision	
Children's Hospital of Orange County	66,660	23,985	0	316	686	0	0	0	15,780
Comprehensive Inherited Blood Disorders	15,660	0	0	62	0	0	30	0	9,000
Friends of Family Health Center	136,248	133,884	243	1,534	507	0	239	0	0
The Gary Center		309,360		2,101	2,245				
Healthy Smiles for Kids of Orange County	67,320	25,399	448	0	314	0	0	0	31,056
Hurt Family Health Clinic, Inc.		168,816		1,371	513		373		
Korean Community Services, Inc.		21,617		228	70				
Laguna Beach Community Clinic		100,859		657	616		17		
Livingstone Community Development Corporation		39,575		304	204				
Nhan Hoa Comprehensive Healthcare Clinic		195,261		1,120	1,299		22	65	
North Orange		51,413		677					



<u>11</u> <u>22</u> <u>33</u> <u>44</u> <u>55</u> Contracting Clinic	Maximum Obligation	Patient Visits				Equipment/ Structural Improvements	
		<u>Denta</u> <u>1</u>	<u>Medical</u>	<u>Dental</u>	<u>Menta</u> <u>1</u> <u>Health</u>	<u>Vision</u>	<u>PT/</u> <u>OT/</u> <u>Spe</u> <u>ech</u>
<u>County Regional</u> <u>Health</u> <u>Foundation</u>							
<u>Obria Medical</u> <u>Clinics of</u> <u>Southern</u> <u>California</u>	<u>84,592</u>	<u>1,114</u>					
<u>Reproductive</u> <u>Health Care</u> <u>Center, Inc. dba</u> <u>Sierra Health</u> <u>Center</u>	<u>59,624</u>	<u>785</u>					
<u>Serve the People,</u> <u>Inc.</u>	<u>220,691</u>	<u>2,776</u>	<u>74</u>	<u>61</u>			
<u>Share Our Selves</u> <u>Corporation</u>	<u>658,966</u>	<u>6,019</u>	<u>2,311</u>	<u>232</u>			
<u>St. Jeanne de</u> <u>Lestonnac Free</u> <u>Clinic</u>	<u>586,212</u>	<u>6,383</u>	<u>1,249</u>				
<u>St. Jude</u> <u>Neighborhood</u> <u>Health Centers</u>	<u>899,921</u>	<u>5,565</u>	<u>2,400</u>	<u>509</u>			
<u>UCI Family</u> <u>Health Centers</u>	<u>198,366</u>	<u>2,401</u>	<u>147</u>	<u>65</u>			
<u>Vietnamese</u> <u>Community of</u> <u>Orange County,</u> <u>Inc.</u>	<u>76,044</u>	<u>301</u>	<u>454</u>	<u>265</u>			
<u>Two New Clinics</u>	<u>150,000</u>						

	Contracting Clinic	Maximum Obligation	Patient Visits				Equipment/ Structural Improvements		
			Dental	Medical	Dental	Mental Health	Vision	PT/ OT/ Spe ech	Vision
88	<b>TOTAL:</b>	<b>\$5,180,208</b>	<b>44,306</b>	<b>17,296</b>	<b>3,975</b>	<b>280</b>			<b>28</b>

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111	Hurt Family Health Clinic, Inc.	271,896	615	1,645	448	0	0	69,432
133	Korean Community Services, Inc.	32,676	0	344	106	0	0	0
166	Laguna Beach Community Clinic	98,328	0	1,295	0	0	0	0
188	Livingstone Community Development	39,120	201	300	0	0	0	0
222	Nhan-Hoa Comprehensive Healthcare Clinic	220,884	1,470	1,267	25	0	74	0
255	North-Orange County Regional Health Foundation	59,520	0	381	0	0	0	30,612
277	Serve the People, Inc.	273,216	91	3,437	75	0	0	0
299	Share Our Selves Free Clinic, Inc.	555,144	1,462	3,807	147	0	0	138,348
311	Sierra Health Center	45,084	0	593	0	0	0	0
344	St. Jeanne de Lestonnae Free Clinic dba	478,296	1,019	5,208	0	0	0	0
366	St. Joseph Hospital of	97,140	324	770	0	0	0	12,444

11	Orange-La							
22	Amistad							
33	St. Joseph							
44	Hospital of	75,108	928	0	0	0	0	0
55	Orange Puente a							
66	la-Salud							
77	St. Jude Hospital,	341,244	1,700	2,507	212	0	0	0
88	Inc.							
99	The Gary Center	214,052	1,704	0	1,422	0	0	7,264
100	UCI	483,756	282	4,696	0	0	0	104,064
111	Vietnamese							
122	Community of	192,240	777	516	454	0	0	61,968
133	Orange County							
144	New Clinic #1	75,000	0	0	0	0	0	0
155	New Clinic #2	\$ 75,000	0	0	0	0	0	\$ 0
166	TOTAL	\$5,343,056	14,189	44,284	3,091	30	297	\$493,384

### 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

14 types of services specified above, and the corresponding Maximum Obligation.

22 D. PAYMENT METHOD

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

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

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

133 4. STATE OF CALIFORNIA EAPC PROGRAM

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

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

200 E. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide  
211 such information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each  
222 month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21)  
233 days after receipt of the correctly completed invoice form. Invoices received from CONTRACTOR  
244 after the tenth (10th) working day of the month may not be paid within the same month.

255 F. TEN PERCENT LIMITATIONS

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

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

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

377

One-Time Funding Recipients			
	Contracting Clinic	One-Time Funds	
1-	Central City	\$88,392	
2-	Children's Hospital of Orange County	\$21,384	
	3- The Gary Center		\$76,708
4-	Korean Community Services	\$21,252	
5-	UCI Family Health Center	\$117,816	

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~~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.

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## 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.

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