

AGREEMENT FOR PROVISION OF  
CLINIC SERVICES

~~FOR THE  
MEDICAL SAFETY NET PROGRAM~~

BETWEEN  
COUNTY OF ORANGE

AND

«UC\_NAME», «UC\_DBA»

~~JANUARY~~ JULY 1, 2014 ~~2015~~ THROUGH DECEMBER 31, ~~2015~~ 2018

THIS AGREEMENT (~~Agreement~~) entered into this 1st day of ~~January 2014~~ July, 2015, which date is enumerated for ~~the~~ purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY), and «UC\_NAME», «UC\_DBA», ~~«CORP\_STAT»~~ a California nonprofit corporation (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, in order to meets is obligations under California Welfare & Institutions Code 17000 (W&I 17000), has established a Medical Safety Net (MSN) Program to provide services which are medically necessary to protect life, prevent significant disability, or prevent serious deterioration of health; and,

WHEREAS, with respect to medical criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical condition that if left untreated would result in serious deterioration of health; and,

WHEREAS, COUNTY desires to assure the availability of Clinic and Dental Services to all low income persons for whom COUNTY is legally responsible pursuant to W&I 17000; and,

WHEREAS, CONTRACTOR, upon the terms and conditions set forth herein, is willing to provide Clinic Services to persons covered by this Agreement; and,

WHEREAS, COUNTY, as provided herein, desires to reimburse clinics which are providers of Clinic Services to persons covered by this Agreement; and,

WHEREAS, the parties wish to provide for equitable reimbursement of those providing Clinic Services with a minimum of administrative costs; and,

WHEREAS, CONTRACTOR is a licensed hospital clinic, community clinic, or free clinic located in Orange County; and,

WHEREAS, COUNTY has entered into separate agreements for reimbursement of hospitals, physicians, and other medical providers for provision of other medical care services; and,

1 WHEREAS, the parties desire to state the respective rights and responsibilities of the parties related  
 2 to providing, claiming, and reimbursing Clinic Services.

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

4 #

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: ~~Clinic Services:~~

“Period One” means the period ~~January~~ July 1, 2014 2015 through June 30, 2014 2016

“Period Two” means the period July 1, 2014 2016 through June 30, 2015 2017

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

Administrative/Claiming Responsibilities:

“Period One” means the period ~~January~~ July 1, 2014 2015 through December 31, 2014 2016

“Period Two” means the period July 1, 2014 2016 through December 31, 2015 2017

**CONTRACTOR’s Term:**

~~Clinic Services:~~ ~~«BEGIN\_SVC\_DATE»~~ through ~~«END\_SVC\_DATE»~~

~~Administration/Claiming:~~ ~~«BEGIN\_CLAIM\_DATE»~~ through ~~«END\_CLAIM\_DATE»~~

Period Three means the period July 1, 2017 through December 31, 2018

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange Health Care Agency

~~Contracts Development and Management~~

Contract Services

405 W. 5th Street, Suite 600

Santa Ana, CA 92701

~~CLINIC:~~ ~~«LC\_NAME»~~ ~~«LC\_DBA»~~

~~«CONTACT»~~

~~«ADDRESS»~~

CLINIC: «UC\_NAME», «UC\_DBA»

«ADDRESS»

«CITY\_STATE\_ZIP»

«CONTACT», «TITLE»

«EMail»

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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:

4	A. ACH	Acute Care Hospital
5	B. ARRA	American Recovery and Reinvestment Act
6	C. ASRS	Alcohol and Drug Programs Reporting System
7	D. BH	Base Hospital
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CERC	Children's Emergency Receiving Center
11	H. CEO	County Executive Office
12	I. CFR	Code of Federal Regulations
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. CHS	Correctional Health Services
15	L. COI	Certificate of Insurance
16	M. D/MC	Drug/Medi-Cal
17	N. DHCS	Department of Health Care Services
18	O. DPFS	Drug Program Fiscal Systems
19	P. DRS	Designated Record Set
20	Q. ePHI	Electronic Protected Health Information
21	R. ERC	Emergency Receiving Center
22	S. GAAP	Generally Accepted Accounting Principles
23	T. HCA	Health Care Agency
24	U. HHS	Health and Human Services
25	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law

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28	W. HSC	California Health and Safety Code
29	X. ISO	Insurance Services Office
30	Y. MHP	Mental Health Plan
31	Z. OCJS	Orange County Jail System
32	AA. OCPD	Orange County Probation Department
33	AB. OCR	Office for Civil Rights
34	AC. OCSD	Orange County Sheriff's Department
35	AD. OCEMS	Orange County Emergency Medical Services
36	AE. OC-MEDS	Orange County Medical Emergency Data System
37	AF. OIG	Office of Inspector General

1	AG. OMB	Office of Management and Budget
2	AH. OPM	Federal Office of Personnel Management
3	AI. PA DSS	Payment Application Data Security Standard
4	AJ. PC	State of California Penal Code
5	AK. PCI DSS	Payment Card Industry Data Security Standard
6	AL. PHI	Protected Health Information
7	AM. PII	Personally Identifiable Information
8	AN. PRA	Public Record Act
9	AO. <del>PTRC</del>	<del>Paramedic Trauma Receiving Center</del>
10	<del>AP.</del> SIR	Self-Insured Retention
11	<del>AQ</del> AP. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
12		
13	<del>AR</del> AQ. USC	United States Code
14	<del>AS</del> AR. WIC	State of California Welfare and Institutions Code
15		

## II. ALTERATION OF TERMS

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

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

## III. COMPLIANCE

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

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

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

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

1 Compliance Program and Code of Conduct.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

37 //



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

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

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

7 **D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

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

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

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

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

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

21  
22 **IV. CONFIDENTIALITY**

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

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

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

**V. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

#  
#  
#

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

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

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

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

## 12 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 23 **VII. FACILITIES, PAYMENTS AND SERVICES**

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

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

## 32 **VIII. INDEMNIFICATION AND INSURANCE**

33 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 34 which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed  
 35

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

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

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

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

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

~~F~~ F. If ~~CONTRATOR~~ CONTRACTOR fails to maintain insurance acceptable to COUNTY for the

1 full term of this Agreement, COUNTY may terminate this Agreement.

2 **FG.** QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$ <del>1</del> <u>5</u> ,000,000 per occurrence \$ <del>2</del> <u>5</u> ,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$ <del>1</del> <u>3</u> ,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

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

32 2. The Business ~~Auto~~Automobile Liability coverage shall be written on ISO form CA 00 01,  
 33 CA 00 05, CA ~~0012~~00 12, CA 00 20, or a substitute form providing coverage at least as broad.

34 **I.** REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the  
 35 following endorsements, but limited to the indemnity obligations contained in Subparagraph VIII.A-  
 36 above, which shall accompany the COI:

37 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least



1 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and  
2 agents as Additional Insureds.

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

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

9 ~~—K~~L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement  
10 waiving all rights of subrogation against the County of Orange, and members of the Board of  
11 Supervisors, its elected and appointed officials, officers, agents and employees.

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

15 ~~—M~~

16 ~~N~~N. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
17 shall agree to maintain Professional Liability coverage for two (2) years following completion of  
18 Agreement.

19 ~~NO~~O. The Commercial General Liability policy shall contain a "severability of interests" clause  
20 also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

33 ~~RS~~S. SUBMISSION OF INSURANCE DOCUMENTS

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

- 35 a. Prior to, ~~or at~~ the ~~time of, execution~~start date of this Agreement.
- 36 b. No later than the expiration date for each policy.
- 37 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding

1 changes to any of the insurance types as set forth in Subparagraph ~~FP~~. of this Agreement.

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

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

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

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

15 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
16 ~~CONTRACTOR's monthly invoice~~ any amounts due CONTRACTOR in accordance with this  
17 Agreement.

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

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

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

## 28 **IX. INSPECTIONS AND AUDITS**

29 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
30 of the State of California, the Secretary of the United States Department of ~~Health and Human~~  
31 ~~Services~~ HHS, the Comptroller General of the United States, or any other of their authorized  
32 representatives, shall have access to any books, documents, and records, including but not limited to,  
33 financial statements, general ledgers, relevant accounting systems, medical and client records, of  
34 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a  
35 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
36 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this  
37



1 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services  
2 provided pursuant to this Agreement, and the premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

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

30 **X. LICENSES AND LAWS**

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

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

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

10 D. CONTRACTOR attests, to the best of its knowledge, that all physicians providing services at  
 11 ~~CONTRACTOR,~~ CONTRACTOR's facility(ies), under this Agreement, are and will continue to be as  
 12 long as this Agreement remains in effect, the holders of currently valid licenses to practice medicine in  
 13 the State of California and are members in "good standing" of the medical staff of CONTRACTOR's  
 14 facility (ies).

15 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

36 **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

7 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,  
 8 presently existing or later established, of the other party nor its employees in any advertisement, press  
 9 release or publicity with reference to this Agreement without the prior written approval of the other  
 10 party's authorized official. Requests for approval shall be made to  
 11 ~~ADMINISTRATOR~~ ADMINISTRATOR's or to CONTRACTOR's signatory ~~off~~ for this Agreement.  
 12 CONTRACTOR may represent itself as a contracted provider of Clinic Services for the residents of  
 13 Orange County as provided in Subparagraph A above. ADMINISTRATOR may include reference to  
 14 Clinic Services provided by CONTRACTOR in informational materials relating to the continuum of  
 15 care provided using federal, state, and county funds.

16 C. Any advertisement through radio, television broadcast, or the Internet, for educational or  
 17 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
 18 Agreement must be approved in advance at least thirty (30) ~~calendar~~ days and in writing by  
 19 ADMINISTRATOR.

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

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

## 24 XII. NONDISCRIMINATION

### 25 A. EMPLOYMENT

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

35 2. CONTRACTOR ~~and its Covered Individuals~~ shall not discriminate against employees  
 36 ~~or~~ and applicants for employment in the areas of employment, promotion, demotion or transfer;  
 37

1 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of  
2 compensation; and selection for training, including apprenticeship.

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

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

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

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

20 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR ~~and/or subcontractor~~ shall not  
21 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
22 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
23 national origin, age (40 and over), sexual orientation, medical condition, ~~or~~ physical or mental  
24 disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC  
25 §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act  
26 of 1975 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the  
27 California Code of Regulations; ~~);~~ and Title II of the Genetic Information Nondiscrimination Act of  
28 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated  
29 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be  
30 hereafter amended or changed. For the purpose of this Nondiscrimination Paragraph, Discrimination  
31 includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

### 32 XIII. NOTICES

33 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
34 authorized or required by this Agreement shall be effective:  
35



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

4 2. When faxed, transmission confirmed;

5 3. When sent by Email; or

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

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

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

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

18 E. For purposes of this Agreement, CONTRACTOR agrees that the Coalition of Orange County  
19 Community Clinics (COCCC) may act as a representative of all Contracting Clinics for the purpose of  
20 distributing and/or coordinating any notices which may be provided by ADMINISTRATOR and which  
21 shall be applicable to all Contracting Clinics. In such instances, notification to COCCC shall be  
22 deemed as notification to CONTRACTOR.

23  
24 **XIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

36 E. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
2 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

7 ~~NO.~~ CONTRACTOR may be required to retain all records involving litigation proceedings and  
8 settlement of claims for a longer term ~~which will be~~ as reasonably directed by ~~the~~ ADMINISTRATOR.

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

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

18 //

## 19 **XV. RESEARCH AND PUBLICATION**

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

## 22 **XVI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

23 A. In accordance with the United States Immigration Reform and Control Act of 1986,  
24 CONTRACTOR shall require its employees directly or indirectly providing ~~service~~ services pursuant to  
25 this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the  
26 United States. CONTRACTOR shall also make best efforts to require and verify that its contractors,  
27 subcontractors, or any other persons providing services pursuant to this Agreement, in any manner  
28 whatsoever, verify the identity of their employees and their eligibility for employment in the United  
29 States.  
30

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

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

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

8  
9 **XVII. SEVERABILITY**

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

15  
16 **XVIII. STATUS OF CONTRACTOR**

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

27  
28 **XIX. TERM**

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

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

**XX. TERMINATION**

A. ~~Either party~~ CONTRACTOR may terminate this Agreement, without cause, upon forty-five (45) calendar days' notice given COUNTY.

B. Either party may terminate this Agreement upon fifteen (15) calendar days prior written notice given the other for material breach of the Agreement; provided, however, the alleged breaching party has been given prior written notice setting forth the facts underlying the claim that breach of this Agreement has occurred and has failed to cure the alleged breach within thirty (30) calendar days.

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

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

1. The loss ~~by~~ of CONTRACTOR of legal capacity.

~~2.~~ 2. The loss of accreditation or any license required by the Licenses and Law Paragraph of this Agreement.

~~3.~~ 3. Cessation of services.

~~34.~~ 4. The delegation or assignment of CONTRACTOR's services, operation, or administration to another entity without the prior written consent of COUNTY.

~~45.~~ 5. The neglect following occurrence by any physician or licensed person employed or provided privileges by CONTRACTOR and providing services pursuant to this Agreement:

a. The neglect of any required duty ~~required pursuant to this Agreement.~~

~~5.~~ ~~The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.~~

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

~~7.~~ c. Unethical conduct or malpractice ~~by any physician or licensed person providing services pursuant to this Agreement; provided, however,~~

d. COUNTY may waive ~~this option~~ termination under this subparagraph XIX.D.5 if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

~~D. CONTINGENT FUNDING~~

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

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

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

~~2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

~~E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the funding level in an amount consistent with the reduced term of the Agreement.~~

~~F. E.~~ Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemyenemies, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or other work interruptions by a party's officers, agents, employees, affiliates, or subcontractors, or any similar cause beyond the reasonable control of any party to this Agreement. However, all parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

F. If state law or a court of competent jurisdiction determines that MSN Enrollees are fully covered by the State Medi-Cal Program, or any other State program, all obligations and rights related to such persons under this Agreement shall be suspended while such court order is effective, or CONTRACTOR and COUNTY shall have the right to terminate this Agreement upon ten (10) calendar days prior written notice given the other parties and without any cure period, notwithstanding any other prior or subsequent provisions of this Agreement. In the event of any suspension or termination pursuant to this Agreement, deposits of Funding and reimbursement to any party shall be adjusted to reflect the obligations and duties thereby reduced.

G. CONTINGENT FUNDING

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

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

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

2. In the event such funding is subsequently reduced, resulting in COUNTY's inability to reimburse CONTRACTOR in accordance with Exhibit B to the Agreement, or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice to CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced funding which

1 impacts COUNTY's ability to reimburse CONTRACTOR in accordance with Exhibit B to the  
 2 Agreement, or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated  
 3 terms and may terminate the Agreement prior to the effective date of the renegotiated Agreement.

#### 4 H. AMENDMENT

5 1. In the event of a formal amendment to this Agreement (Amendment), which requires  
 6 formal execution by both COUNTY and CONTRACTOR, CONTRACTOR shall return a fully  
 7 executed Amendment to ADMINISTRATOR within ~~thirty (30) calendar~~ forty-five (45) days of  
 8 ADMINISTRATOR's delivery to CONTRACTOR of said Amendment.

9 2. If CONTRACTOR does not return a fully executed Amendment by the date specified,  
 10 ~~ADMINISTRATOR~~ COUNTY or CONTRACTOR may terminate this Agreement; provided, however,  
 11 ~~ADMINISTRATOR~~ COUNTY shall first notify CONTRACTOR and then give ~~forty-five (45)~~ thirty (30)  
 12 calendar days prior written notice to CONTRACTOR, which notice shall be given no later than fifteen  
 13 (15) calendar days after the fully executed Amendment was due to ADMINISTRATOR. At  
 14 ADMINISTRATOR's discretion, a cure period may be provided to CONTRACTOR.

15 HI. In the event this Agreement is terminated by either party ~~pursuant to Subparagraphs B., C., D.,~~  
 16 ~~E., F., or G. above~~ as allowed herein, CONTRACTOR shall do the following:

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

19 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of  
 20 contract performance ~~during the remaining contract term.~~

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

23 4. If ~~clients~~ patients are to be transferred to another facility for services, furnish  
 24 ADMINISTRATOR, upon request, all ~~client~~ patient information and records deemed necessary by  
 25 ADMINISTRATOR to effect an orderly transfer.

26 5. Assist ADMINISTRATOR in effecting the transfer of ~~clients~~ patients in a manner  
 27 consistent with ~~client's~~ the patients' best interests.

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

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

32 ~~8. To the extent services are terminated, cancel outstanding commitments covering the~~  
 33 ~~procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding~~  
 34 ~~commitments which relate to personal services. With respect to these canceled commitments,~~  
 35 ~~CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims~~  
 36 ~~arising out of such cancellation of commitment which shall be subject to written approval of~~  
 37 ~~ADMINISTRATOR.~~

~~I~~ J. The rights and remedies of COUNTY and CONTRACTOR provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

#

**XXI. THIRD PARTY BENEFICIARY**

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

//

**XXII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 «UC\_NAME»«UC\_DBA»  
5

6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
7

8 TITLE: \_\_\_\_\_  
9

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
12

13 TITLE: \_\_\_\_\_  
14

15  
16  
17 COUNTY OF ORANGE  
18

19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
21

22 HEALTH CARE AGENCY  
23

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

28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
30

31 DEPUTY  
32  
33  
34

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



EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
CLINIC SERVICES  
~~FOR THE~~  
~~MEDICAL SAFETY NET PROGRAM~~

WITH  
BETWEEN  
COUNTY OF ORANGE

AND  
«UC\_NAME» «UC\_DBA»  
JANUARY, «UC\_DBA»

JULY 1, 2014 2015 THROUGH DECEMBER 31, 2015 2018

**I. PREAMBLE**

The Medical Safety Net (MSN) Program provides services that are medically necessary to protect life, prevent significant disability, or prevent serious deterioration of health. With respect to medical criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical condition that if left untreated would result in serious deterioration of health with an initial intake through a Hospital’s emergency department.

**II. DEFINITIONS**

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

A. “All Providers” or “Providers” means Contracting Clinics and Other Providers of Medical Services for the MSN Program.

B. “Allowable Charges” means:

~~1. For Period One, “Allowable Charges” means an amount, on a per claim basis, not to exceed the lesser of 100% of CalOptima fee for service reimbursement rates, less required co-payments.~~

~~2. For Period Two, “Allowable Charges” means~~

~~a. For Follow-Up Care services an amount not to exceed 100% of the Orange County’s CalOptima’s fee-for-service reimbursement rates, less required co-payments.~~

~~b. For Specialty Care services, a proportional share of monies calculated by ADMINISTRATOR, such that the total when added to the amounts paid for dental services and Follow-Up Care Services, shall not exceed the Measure H Obligation, less required co-payments unless indicated by the Preliminary Final Settlement. If the Measure H Obligation is not in effect for Period 2, then Allowable Charges for Specialty Care Services shall be the same as Allowable Charges for Follow-~~

1 Up Care or 100% of billed charges, less required co-payments.

2 C. "CalOptima" means is the local agency created by COUNTY to contract with the Medi-Cal  
3 program.

4 D. "Care Coordination Unit" or "CCU" means appropriately licensed COUNTY staff and/or  
5 COUNTY contracted staff responsible for the coordination of services as well as the concurrent and  
6 retrospective utilization review of the medical appropriateness, level of care, and utilization of all  
7 services provided to MSN Patients by All Providers.

8 E. "Clinic," for purposes of the Agreement, means any health care facility designated and  
9 licensed by the State of California as a community clinic, mobile health clinic, university clinic,  
10 hospital-affiliated clinic, or free clinic that is located within the geographic boundary of Orange County,  
11 California.

12 F. "Clinic Claim" means a claim submitted by a Contracting Clinic to Intermediary for  
13 reimbursement of Clinic Services.

14 G. "Clinic Services" means any medical service provided by a Contracting Clinic as set forth in  
15 Paragraph IV of this Exhibit A to the Agreement. Clinic Services may also include emergent or urgent  
16 dental services if provided by CONTRACTOR.

17 H. "Coalition" means the Orange County Coalition of Community Health Centers authorized by  
18 CONTRACTOR, in accordance with the Agreement to act as a representative of all Clinics for the  
19 purpose of distributing and/or coordinating any notices, agreements, and/or amendments which may be  
20 provided by ADMINISTRATOR. Delivery of executed agreements and/or amendments to Coalition  
21 shall be deemed as being delivered to ADMINISTRATOR.

22 I. "Contracting Clinic" means a clinic that has executed an Agreement for Clinic Services for the  
23 MSN Program with COUNTY that is the same as the Agreement.

24 J. "Covered California" means the California Health Benefit Exchange, an independent public  
25 entity within the California State government, responsible for providing financial assistance and  
26 organizing a marketplace for low-income and other California residents to compare and choose  
27 affordable health insurance coverage.

28 ~~— K. "Final Settlement" means the final reimbursement to Contracting Clinics and Other Providers,  
29 as specified in Paragraph VIII. of Exhibit B to the Agreement.~~

30 K. "Fiscal Year" means the period from July 1 through June 30.

31 L. "Follow-Up Care and Specialty Services" means those specific medical services that are  
32 reimbursable to Contracting Clinics only as set forth in Paragraph IV of this Exhibit A to the Agreement  
33 and further defined as follows:

34 1. "Follow-Up Care" means a Contracting Clinic that coordinates a cooperative team of  
35 healthcare professionals, takes collective responsibility for the care provided to the MSN Patient, and  
36 arranges for appropriate care with other qualified providers as needed to ameliorate a condition that  
37 could result in significant disability or serious deterioration of health if left untreated. Physicians may

also be used for Follow-Up Care at the sole discretion of ADMINISTRATOR.

2. “Specialty Services” means the focus of medical care on one aspect of the MSN Patient’s care such as one organ system or one problem area.

M. “Funds” means any payments, transfers, or deposits made by COUNTY, and any refunds, repayments, adjustments, earned interest or other payments made by, or recovered from, Contracting Clinics, Other Providers, patient, third-party, or other entity as the result of any duty arising from this Exhibit A and Exhibit B to the Agreement.

~~N. “Intermediary” means the organization, under a separate agreement, and any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing All Providers in accordance with the Agreement and other specified Agreements for the MSN Program.~~

O. “Measure H Obligation” means the minimum amount of COUNTY Funds that must be expended for Clinic Services in order to meet an auditing requirement established by Measure H in 2000 regarding the use of Tobacco Settlement Revenue, codified as Orange County Ordinance Title 1, Division 4, Article 14, ~~which as of the execution of the Agreement, is \$850,000.~~ How ADMINISTRATOR ~~reserves the right to re-evaluate~~ meets the Measure H Obligation ~~and make changes as appropriate~~ is at the sole discretion of ADMINISTRATOR.

~~O. “Interim Payment” means the interim reimbursement rates to Contracting Clinics as established in Paragraph VI of Exhibit B to the Agreement for services provided in accordance with the Agreement.~~

~~P. “Intermediary” means the organization, under a separate agreement dated January 1, 2014, and any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing All Providers in accordance with the Agreement and other specified Agreements for the MSN Program.~~

~~Q. P. “Medi-Cal” means a government program financed by federal and state funds that provides health care insurance to persons meeting eligibility criteria as provided for in Title 22 of the California Code of Regulations.~~

~~R. “Medical Service(s)” means a medical service necessary to protect life, prevent significant disability, or prevent serious deterioration of health. Guidelines for Reimbursable Medical Services are set forth in Paragraph IV of this Exhibit A to the Agreement and in the MSN Provider Manual.~~

~~S. “MSN” means the Medical ~~Safety~~ Safety Net Program which is the County’s Program responsible for its California Welfare & Institutions Code (W&I) 17000 ~~obligation~~ obligations.~~

~~T. “MSN Funding” means the amount of funds identified by COUNTY for reimbursement of all MSN Program Services, including those specified in this Exhibit A to the Agreement.~~

~~U. “MSN Enrollee,” or “Enrollee” means a person, enrolled in the MSN Program, meeting the eligibility criteria set by ADMINISTRATOR in order to meet its obligations under W&I 17000.~~

~~V. “MSN Patient” means a person who is either MSN Enrollee or MSN Pending.~~

~~W. “MSN Pending” means a person believed to meet the eligibility requirements for enrollment into the MSN Program whose MSN Program application has been submitted and not yet~~

1 approved.

2 ~~X~~W. “MSN Program Services” means

3 1. All medical and administrative services for which reimbursement is authorized by the  
4 Agreement and all other agreements for the MSN Program, and;

5 2. Administrative services provided directly by COUNTY for which costs are directly  
6 incurred by COUNTY.

7 ~~Y~~X. “Other Provider” means a hospital, physician, osteopath, podiatrist, dentist, nurse, ambulance  
8 operator, home health services provider, pharmacy or supplier of durable medical equipment.

9 ~~Z~~Y. “Recovery Account” means a separate account for monies recovered by Intermediary from  
10 Contracting Clinic, Other Providers, or third-party payers.

### 11 **III. CLINIC OBLIGATIONS**

12 A. CONTRACTOR, billing for Clinic Services for which reimbursement is provided through the  
13 Agreement, shall provide Clinic Services to persons covered by the Agreement presenting for treatment.

14 1. By all appropriate means available, CONTRACTOR shall assure that it meets licensing  
15 requirements, including physician staffing, to provide Clinic Services to Enrollees under the Agreement.

16 2. For persons presenting at CONTRACTOR, MSN Eligibility shall be verified electronically.

17 a. CONTRACTOR shall designate staff members to serve as Certified MSN Application  
18 Technicians (CMAT) to screen its patients for current Medi-Cal, Covered California or MSN eligibility.

19 b. If a patient is not enrolled in Medi-Cal, MSN, or Covered California; is a citizen or legal  
20 resident; and lacks sufficient financial resources to pay for services, CONTRACTOR’s CMAT shall:

21 1) Refer patients who appear to be Medi-Cal eligible to COUNTY’s Social Services

22 Agency.

23 ~~1) Refer patients who appear to be Medi-Cal eligible to COUNTY’s Social Services~~  
24 ~~Agency (SSA).~~

25 2) Complete an MSN Program application for patients who appear to be MSN or  
26 Covered California eligible. ~~SSA~~COUNTY shall make the final determination as to which program  
27 patients shall be made eligible.

28 3) Submit MSN applications as specified by ADMINISTRATOR to the “Application  
29 Processor,” which, at execution of the Agreement, shall be NetChemistry, but may be changed upon  
30 thirty (30) calendar days written notice by ADMINISTRATOR.

31 c. If a patient is currently enrolled in MSN and is seeking to re-enroll, CONTRACTOR’s  
32 CMAT shall complete the steps identified in subparagraph A.2.b above. CONTRACTOR shall not  
33 refuse or discriminate in providing assistance with applications for MSN re-enrollment based on the  
34 MSN Patient’s current or previously assigned location for Follow-Up Care.

35 d. CONTRACTOR agrees that selection of a provider as a Follow-Up Care provider is  
36 the choice of the MSN Patient. CONTRACTOR shall not place any requirements or conditions upon  
37

1 providing assistance to any person in completing a new application or re-enrollment application,  
2 including but not limited to, the following:

- 3 1) Requiring the patient to select CONTRACTOR as their Follow-Up Care provider;
- 4 2) Charging any fee for the application; and
- 5 3) Making a medical appointment.

6 e. CONTRACTOR shall maintain sufficient staff to expeditiously obtain and screen  
7 information and complete MSN Program applications as required by this Exhibit A to the Agreement.

8 3. CONTRACTOR shall provide Clinic Services in the same manner to MSN Patients as it  
9 provides Clinic Services to all other patients with the same medical need or condition and shall not  
10 discriminate against said MSN Patients in any manner, including but not limited to: admission  
11 practices, place of residency within the County, and timely access to care and services considering the  
12 urgency of the service needed.

13 a. ADMINISTRATOR shall notify CONTRACTOR and investigate allegations of  
14 discrimination in the provision of services on the basis of the patient's status as an MSN Patient,  
15 including but not limited to denial of care. ADMINISTRATOR may request that the Medical Policy  
16 Committee (MPC) assist with the investigation of service denials for discrimination.

17 b. In the event that CONTRACTOR is determined by ADMINISTRATOR to have  
18 discriminated in the provision of Clinic Services on the basis of the patient's status as an MSN Patient,  
19 ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties for each  
20 occurrence against CONTRACTOR, which may include, but not be limited to, one or more the  
21 following:

22 1) A reduction in payment related to the episode of care from any payment due  
23 CONTRACTOR, including ~~Final Settlement~~ the Measure H Obligation.

24 2) Withholding of any payment due CONTRACTOR pending satisfactory  
25 compliance.

26 3) Termination of CONTRACTOR as a Contracting Clinic at the sole discretion of  
27 ADMINISTRATOR.

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

30 B. As a condition of reimbursement for Clinic Services provided by CONTRACTOR to MSN  
31 Enrollees, CONTRACTOR shall

32 1. Comply with all requirements set forth herein, including, but not limited to, Exhibit A and  
33 Exhibit B of the Agreement.

34 2. Comply with all provisions of the MSN Provider Manual as it exists now or may hereafter  
35 be amended which is available at <http://ochealthinfo.com/about/medical/providers/news>.

36 3. Register with Intermediary for the MSN Program and provide all requested information by  
37 logging on to <https://ochea.amm.cc/register.aspx> the Intermediary's website. CONTRACTOR shall



1 ensure that it includes in the registration process all employees, agents, or contractors who provide  
 2 services on behalf of CONTRACTOR and for which services CONTRACTOR will submit a Claim to  
 3 Intermediary. Claims for such services shall be processed and reimbursed by Intermediary in  
 4 accordance with Exhibit B to the Agreement.

5 C. Reimbursement provided through the Agreement shall be payment of last resort.  
 6 CONTRACTOR shall bill and attempt collection of Medi-Cal, third-party settlement, or primary other  
 7 insurance covered claims to the full extent of such coverage and, upon submission of any Clinic Claim,  
 8 shall provide to Intermediary, proper documentation demonstrating compliance with this requirement.

9 1. Acceptance by CONTRACTOR of reimbursement made by Intermediary for services  
 10 provided in accordance with the Agreement shall be deemed satisfaction in full, with respect to the  
 11 services for which payment was made, except as follows:

12 a. Collection of co-payments established by the MSN Program for Clinic Services.  
 13 Nothing herein shall prevent CONTRACTOR from pursuing co-payment reimbursement from any  
 14 MSN Enrollee. Nothing in this paragraph shall prohibit CONTRACTOR from applying any  
 15 uncollected portion of an MSN Enrollee's co-payments amounts toward CONTRACTOR's charity care  
 16 and bad debt write-off policy.

17 1) If CONTRACTOR does not offer laboratory (including blood draw) and/or  
 18 radiology services and refers MSN Enrollees an off-site provider for these services, CONTRACTOR  
 19 shall advise the MSN Enrollee that these providers may request the co-payment, even if services are  
 20 provided on the same day as the Clinic Services.

21 2) If an MSN Patient is unable or unwilling to pay CONTRACTOR all or part of the  
 22 required co-payment, CONTRACTOR may, at its sole discretion, refuse to provide services to the MSN  
 23 Patient.

24 b. All required co-payments shall be deducted, by the Intermediary, from reimbursement  
 25 due CONTRACTOR; provided, however, if a co-payment is to be waived in accordance with the  
 26 Agreement, these amounts shall not be deducted by Intermediary from reimbursement due  
 27 CONTRACTOR.

28 c. Claims covered by Medi-Cal, any third-party settlement, primary, or other insurance,  
 29 including those received by or on behalf of an MSN Patient. CONTRACTOR shall attempt to bill and  
 30 collect to the full extent of coverage those claims covered by all known third-party, primary, or other  
 31 insurance or third-party payers.

32 d. If CONTRACTOR becomes aware of any third-party, primary, or other insurance or a  
 33 third-party settlement, including those received by or on behalf of an MSN Patient after reimbursement  
 34 is made by Intermediary, nothing herein shall prevent CONTRACTOR from pursuing reimbursement  
 35 from these sources; provided, however, that CONTRACTOR shall comply with Paragraph V.G. of  
 36 Exhibit B to the Agreement. Nothing in this paragraph shall prohibit CONTRACTOR from applying  
 37

1 any unreimbursed portion of CONTRACTOR's charges toward CONTRACTOR's charity care and bad  
2 debt write-off policy.

3 2. ADMINISTRATOR may direct Intermediary to withhold or delay payment due any  
4 CONTRACTOR for failure to comply with the terms of the Agreement.

5 D. CONTRACTOR shall have submitted this signed and executed Agreement to  
6 ADMINISTRATOR or Coalition no later than forty-five (45) calendar days after ADMINISTRATOR's  
7 delivery to CONTRACTOR of the Agreement for execution by CONTRACTOR.

8 E. CONTRACTOR shall assist in the appropriate redirection of persons requiring non-emergency  
9 medical care from hospital emergency departments to Contracting Clinics.

10 1. CONTRACTOR shall cooperate with COUNTY's Care Coordination Unit (CCU) to  
11 develop and strengthen working and referral relationships with MSN Contracting Hospitals in order to  
12 facilitate and expand appropriate redirection of such patients.

13 ~~2. CONTRACTOR shall participate and cooperate with the MSN Program's ClinicConnect  
14 application provider and facilitate connection to the ClinicConnect application based on an  
15 implementation schedule established by MSN.~~

16 ~~a. 2.~~ CONTRACTOR shall accept referrals from emergency departments for MSN  
17 Patients assigned to CONTRACTOR's facility. CONTRACTOR shall provide the necessary diagnostic  
18 services, and/or primary care follow-up resulting from the emergency service.

19 ~~b. CONTRACTOR shall, for each emergency department referral, record the required  
20 information into the ClinicConnect application to close out the referral and have it credited to  
21 CONTRACTOR's referral volume for reimbursement.~~

22 F. Follow-Up Care

23 1. CONTRACTOR shall provide Follow-Up Care for MSN Enrollees referred to  
24 CONTRACTOR by the CCU.

25 2. CONTRACTOR shall inform ADMINISTRATOR, in writing, of its request to institute  
26 limitations to accepting MSN Enrollees. This may include limiting the number of referred patients  
27 CONTRACTOR is willing or capable of accepting.

28 3. CONTRACTOR shall facilitate referrals to specialists and coordinate forwarding of  
29 referral information to the specialist for follow-up care through CCU.

30 ~~G.~~

31 G. ADMINISTRATOR may enter into separate letters of agreement for Follow-Up Care, Specialty  
32 Services, and/or dental services that cannot be provided by Contracting Clinics.

33 H. CONTRACTOR shall assist COUNTY and the Intermediary in the conduct of any appeal  
34 hearings conducted by COUNTY or the Intermediary for which CONTRACTOR receives  
35 reimbursement for services provided to MSN Patients.

36 H. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a  
37 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR



1 shall maintain documentation of such efforts which may include, but not be limited to: records of  
 2 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
 3 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
 4 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

5 ~~I~~  
 6 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
 7 with respect to any person who has received services under the terms of the Agreement. Further,  
 8 CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or  
 9 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

#### 10 **IV. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES**

11 A. Medical Services reimbursable through the MSN Program means those services that are  
 12 medically necessary to protect life, prevent significant disability, or prevent serious deterioration of  
 13 health. Reimbursable and non-reimbursable services include those covered in the MSN Provider  
 14 Manual as approved by the Medical Policy Committee (MPC). The scope of Medical Services to be  
 15 provided by CONTRACTOR may include, but are not limited to: diagnostic and therapeutic services  
 16 and emergent or urgent dental services.

17 B. Follow-Up Care and Specialty Services

#### 18 **V. FUNDING AND PAYMENTS**

19 A. ~~MSN Funding~~

20 ~~1. Throughout the term of the Agreement, the MSN Funding may be modified by COUNTY.~~  
 21 ~~2. If a reduction in MSN Funding is anticipated to impact COUNTY'S obligations to make~~  
 22 ~~the Interim Payment to CONTRACTOR as specified in Paragraph VI.C of Exhibit B to the Agreement,~~  
 23 ~~COUNTY shall provide written notice to CONTRACTOR of said impact.~~  
 24 ~~a. After receiving notice from COUNTY, CONTRACTOR may terminate the Agreement,~~  
 25 ~~at CONTRACTOR'S sole discretion, upon forty five (45) calendar days written notice to~~  
 26 ~~ADMINISTRATOR in accordance with the Termination Paragraph of the Agreement. CONTRACTOR~~  
 27 ~~shall continue to provide services during the forty five (45) day notice period and shall cooperate with~~  
 28 ~~ADMINISTRATOR in the reassignment of MSN Patients to another Contracting Clinic or Follow Up~~  
 29 ~~Care or Specialty Services provider as determined by ADMINISTRATOR with the CCU.~~  
 30 ~~b. After termination of the Agreement, COUNTY shall not reimburse CONTRACTOR~~  
 31 ~~for any services provided by CONTRACTOR to an MSN Patient on or after the effective termination~~  
 32 ~~date.~~

33 ~~B.~~ MSN Program Disbursements to CONTRACTOR – COUNTY shall pay the Intermediary an  
 34 amount sufficient to reimburse Clinic Claims in accordance with Exhibit B to the Agreement.  
 35  
 36  
 37

1. Payment by the Intermediary to CONTRACTOR for Clinic Services shall be contingent upon ADMINISTRATOR's receipt or confirmation of receipt of a fully executed Agreement from CONTRACTOR.

2. Any Clinic that does not become a Contracting Clinic and elects to provide any Clinic Services to any MSN Patient shall not be eligible for reimbursement from COUNTY.

~~C. Final Settlement~~ B. Measure H Obligation – COUNTY shall pay Intermediary additional Funds as may be available and necessary to ~~make Final Settlement of Claims~~ meet the Measure H Obligation as provided in Exhibit B to the Agreement.

//

## VI. COUNTY OBLIGATIONS

A. ADMINISTRATOR shall provide oversight of the MSN Program, including appropriate program administration, coordination, planning, evaluation, financial and contract monitoring, public information and referral, standards assurance, and review and analysis of data gathered and reported. Any administrative duty or obligation to be performed pursuant to the Agreement on a weekend or holiday may be performed on the next regular business day.

B. ADMINISTRATOR shall establish, either directly and/or through subcontract(s), a Care Coordination Unit (CCU) which shall:

1. Coordinate and make arrangements for the medical needs and care of MSN Enrollees. The CCU shall not be responsible for the coordination of the social services needs of such patients.

2. Perform concurrent and retrospective utilization review of the medical appropriateness, level of care, and utilization of all services provided to MSN Patients by All Providers.

3. Assist in coordinating the transitions of MSN Enrollees to appropriate outpatient care, lower levels of care or needed services through COUNTY contracted providers for skilled nursing facilities, durable medical equipment, pharmacy services and home health care.

~~C. ADMINISTRATOR may enter into separate letters of agreements for Follow Up Care, Specialty Services, and/or dental services that cannot be provided by Contracting Clinics.~~

~~D.~~ C. Except as provided herein with respect to discrimination of care to MSN Patients, COUNTY shall neither have, nor exercise, any control or direction over the methods by which CONTRACTOR shall perform its obligations under the Agreement. The standards of medical care and professional duties of CONTRACTOR's employees providing Clinic Services under the Agreement shall be determined, as applicable, by CONTRACTOR's Board of Directors and the standards of care in the community in which CONTRACTOR is located and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of CONTRACTOR.

## VII. COMMITTEES/GROUPS

1 A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR which shall meet  
2 at least quarterly and may meet more frequently as determined by ADMINISTRATOR.

3 B. The MPC shall consist of the following members:

- 4 1. MSN Program Medical Director who shall serve as Chairperson of the Committee
- 5 2. Multiple Physicians from the private sector, hospital and clinic communities
- 6 3. A minimum of two additional representatives from the MSN Program
- 7 4. Representative from the Care Coordination Unit, who may also be one of the  
8 representatives from the MSN Program specified in B.3 above.

9 5. Pharmacy Consultant

10 6. MSN Program Public Health Nurse(s), who may also be one of the representatives of the  
11 MSN Program specified in B.3 above.

12 C. The MPC shall adopt and follow rules as it deems necessary to carry out its responsibilities.

13 D. The duties of the MPC shall include, but not be limited to, the following:

- 14 1. Prospective and retrospective review of services rendered and their medical  
15 appropriateness.
- 16 2. Review of procedures, treatments, and therapies, consistent with MSN Program benefits,  
17 for inclusion in, or deletion from, the MSN Program's scope of covered services.
- 18 3. Review of medical policy as it relates to patient treatment and community standards of  
19 care.
- 20 4. Approval of modifications, deletions, and additions to the list of services for which All  
21 Providers will be recommended to seek pre-authorization from COUNTY's CCU.
- 22 5. Review and ruling on any appeals brought before the MPC.
- 23 6. Enlisting the expertise of specialists when indicated.

24 E. Decisions of the MPC shall be binding and final.

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
CLINIC SERVICES

~~FOR THE  
MEDICAL SAFETY NET PROGRAM~~

WITH

BETWEEN

COUNTY OF ORANGE

AND

«UC\_NAME» «UC\_DBA»

~~JANUARY~~ «UC\_DBA»

JULY 1, 2014 2015 THROUGH DECEMBER 31, 2015 2018

CLAIMS AND DISBURSEMENTS

**I. PREAMBLE**

The Medical Safety Net (MSN) Program provides services that are medically necessary to protect life, prevent significant disability, or prevent serious deterioration of health. With respect to medical criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical condition that if left untreated would result in serious deterioration of health with initial intake conducted through Hospital’s emergency department.

**II. SATISFACTION OF COUNTY OBLIGATIONS**

In consideration of payments made by COUNTY through its Intermediary for Clinic Services provided to MSN Patients pursuant to the Agreement, COUNTY’s obligation to CONTRACTOR and persons for whom it may have any legal obligation to provide Clinic Services shall be satisfied.

**III. CONDITIONS OF REIMBURSEMENT**

A. As a condition of reimbursement through the Agreement, all claims for reimbursement of Clinic Services provided to Enrollees shall be:

1. Claims for Clinic Services provided during each Period of the Agreement, as enumerated in the Referenced Contract Provision of the Agreement, except for:

a. Claims for Clinic Services covered by a court order.

b. Claims for Clinic Services if eligibility for a person is established by ~~Social Services Agency (SSA)~~ COUNTY after the claims submission deadline for the applicable contract period.

2. Submitted electronically and completed in accordance with the Agreement. Paper claims shall not be accepted without prior authorization of ADMINISTRATOR.

1 3. Initially received by the Intermediary no later than ninety (90) calendar days following the  
2 date of service; provided, however, that claims shall be received no later than

3 a. September 30, ~~2014~~2016 for Period One.

4 b. September 30, ~~2015~~2017 for Period Two.

5 c. September 30, 2018 for Period Three

6 B. The Intermediary should initially approve or deny all claims no later than

7 1. October 31, ~~2014~~2016 for Period One.

8 2. October 31, ~~2015~~2017 for Period Two.

9 3. October 31, 2018 for Period Three

10 C. The Intermediary should reimburse all approved claims as soon as possible, and in no event  
11 later than sixty (60) calendar days following the end of the month in which the claim was approved,  
12 unless otherwise approved by ADMINISTRATOR.

13 D. Except as otherwise specified, any unapproved claims for Clinic Services shall be void after

14 1. November 30, ~~2014~~2016 for Period One

15 2. November 30, ~~2015~~2017 for Period Two

16 3. November 30, 2018 for Period Three

17 E. Exceptions to the above timelines may be allowed under the following conditions, which may  
18 be modified by ADMINISTRATOR at its sole discretion:

19 1. The Notice of Action establishing MSN eligibility was generated after June 30 of the  
20 applicable Period.

21 2. More information is requested by ADMINISTRATOR and/or Intermediary to further  
22 consider an appeal.

23 3. ADMINISTRATOR and/or Intermediary discover any irregularities claims payment or  
24 denial.

25 4. Any payment for the above Clinic Claims occurring after ~~Final Settlement~~December 31  
26 shall be deemed "Exception Claims" and shall be paid from Exception Funding as provided for in  
27 COUNTY's agreement with the Intermediary.

28 ~~F. In order for Clinic Claims to be considered for any Final Settlement adjustment as provided~~  
29 ~~herein,~~ F. CONTRACTOR must submit all Claims to Intermediary, whether or not, due to  
30 CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for ~~the~~  
31 ~~Interim Payment,~~reimbursement as specified in Paragraph VI of this Exhibit B to the Agreement.

32 G. Unless otherwise directed by ADMINISTRATOR, all Clinic claims shall be submitted to:

33 ~~Advanced Medical Management, Inc.~~

34 ~~P.O. Box 30248~~

35 ~~Long Beach, California 90853~~

36 TBD Fiscal Intermediary

37 TBD Address

TBD City, State Zip

#### IV. CLAIM DENIAL/APPEAL

A. CONTRACTOR shall be notified, in writing, of the reason for any denial of a Clinic Claim(s).

B. Notice shall be deemed effective:

1. Three (3) calendar days from the date written notice is deposited in the United States mail, first class postage prepaid; or
2. When Faxed, transmission confirmed; or
3. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. CONTRACTOR may resubmit denied claims to the Intermediary; provided, however, CONTRACTOR shall complete any necessary corrective action, and resubmit the claim no later than thirty (30) calendar days after notification of the rejection.

D. CONTRACTOR may appeal claims denied by the Intermediary to the Intermediary in accordance with procedures set forth by ADMINISTRATOR in the MSN Provider Manual, and as set forth by Intermediary on the back of the Explanation of Benefits (EOB) form. Such appeal shall be made, in writing using the appeal form required by the Intermediary, no later than thirty (30) calendar days after notification of denial.

1. If all information necessary to review the appeal is submitted as required to the Intermediary, Intermediary shall respond to the appeal within thirty (30) calendar days.

2. If the appeal is subsequently denied by the Intermediary, CONTRACTOR, within thirty (30) calendar days of receipt of the denied appeal, may submit an appeal to the MPC.

E. If a denied claim is not resubmitted and/or appealed in writing to the Intermediary and/or MPC within thirty (30) calendar days after notification of denial, the Intermediary's determination shall be final, and CONTRACTOR shall have no right to further review of the claim.

F. All appeals of denied claims shall be heard and decided no later than

1. November 15, ~~2014~~2016 for Period One
2. November 15, ~~2015~~2017 for Period Two
3. November 15, 2018 for Period Three

#### V. THIRD PARTY, PRIMARY OR OTHER INSURANCE CLAIMS

A. Reimbursement provided through the Agreement shall be payment of last resort. Prior to submitting any claim to the Intermediary for reimbursement of Clinic Services provided to an Enrollee, CONTRACTOR shall:

1. Use its reasonable best efforts to determine whether the claim is a third party, primary or other insurance covered claim.



1 2. Bill and use its reasonable best efforts to collect third party, primary or other insurance  
2 covered claims to the full extent of such coverage.

3 B. CONTRACTOR shall determine that a claim is not covered, in whole or in part, under any  
4 other state or federal medical care program or under any other contractual or legal entitlement including,  
5 but not limited to, coverage defined in W&I Section 10020.

6 C. With submission of a claim, CONTRACTOR shall provide proof of denial to the Intermediary,  
7 if a third party, primary or other insurance denies coverage of the claim.

8 D. CONTRACTOR shall report to the Intermediary any payments received from a third party,  
9 primary or other insurance covered claims.

10 E. The Agreement shall not allow for reimbursement of deductibles and co-payments required by  
11 an Enrollee's third party, primary or other insurance coverage. The Agreement shall also not allow for  
12 reimbursement of co-payments required by the MSN Program.

13 F. CONTRACTOR shall provide the Intermediary such records and other documentation as the  
14 Intermediary may reasonably require to maintain centralized data collection and referral services in  
15 support of third party revenue recovery activities.

16 G. Provider Refunds Of Claims Covered By Other Payments

17 1. If CONTRACTOR, through its own efforts, identifies Medi-Cal coverage, third party  
18 settlement, primary or other insurance coverage for services reimbursed through the Agreement,  
19 CONTRACTOR shall, within thirty (30) calendar days of such identification, unless disputed in  
20 accordance with subparagraph G.2. below, reimburse the Intermediary an amount equal to the MSN  
21 payment. If Medi-Cal coverage, third party settlement, primary or other insurance coverage is identified  
22 due to efforts of Intermediary's Third Party Recovery Services (Recovery Services) specified in  
23 subparagraph G.4. below, CONTRACTOR shall, within thirty (30) calendar days of notice from  
24 Recovery Services, unless disputed in accordance with subparagraph G.2. below, reimburse the  
25 Intermediary an amount equal to the MSN payment. Third-party settlement payments may be paid  
26 directly to COUNTY or Intermediary, as directed by ADMINISTRATOR.

27 2. Should CONTRACTOR wish to dispute the reimbursement of a MSN payment as a result  
28 of the identification of Medi-Cal coverage, third party settlement, primary or other insurance coverage  
29 either by CONTRACTOR or through Recovery Services, CONTRACTOR shall give written notice,  
30 within thirty (30) calendar days of notice of information, to ADMINISTRATOR's MSN Program  
31 Administrator or designee (MSN Administrator) setting forth in specific terms the existence and nature  
32 of any dispute or concern related to the information provided through Recovery Services or the  
33 reimbursement due MSN. MSN Administrator shall have fifteen (15) business days following such  
34 notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual  
35 consent this period of time may be extended. If MSN Administrator determines that the recovery  
36 information is accurate and appropriate, CONTRACTOR shall, within thirty (30) calendar days of  
37 receipt, reimburse an amount equal to the MSN payment.

3. For purposes of computing the amount of reimbursement due from CONTRACTOR, ~~after Final Settlement,~~ the services provided an Enrollee shall be valued at the percentage of reimbursement for the applicable contract period, less any co-payments or other fees.

4. COUNTY has contracted for Third Party Recovery Services (Recovery Services) for the purpose of actively pursuing reimbursement of claims paid for MSN Enrollees later determined to be eligible for Medi-Cal or third party, primary or other insurance. CONTRACTOR shall reasonably cooperate in recovering these costs.

5. If any reimbursement due is not paid by CONTRACTOR in accordance with subparagraphs G.1., G.2., or G.4. above, the Intermediary shall reduce any payment due CONTRACTOR by an amount not to exceed the amount to be reimbursed.

## VI. ~~Interim~~ PAYMENTS TO CONTRACTING CLINICS

A. Upon approval of Clinic Claims, with the exception of Clinic Claims for dental services, the Intermediary shall ~~make an Interim Payment for~~ reimburse these claims at one hundred percent (100%) of the ~~Statewide Medi-Cal~~ estimated CalOptima rate, less required co-payments to be collected by CONTRACTOR. ~~ADMINISTRATOR may, at its sole discretion, modify this percentage at any time during the term of the Agreement.~~

B. Claims for dental services shall be reimbursed at most recent version of State Medi-Cal (Denti-Cal) rates, ~~which may be modified by ADMINISTRATOR,~~ less required co-payments to be collected by CONTRACTOR, ~~and shall not be subject to Final Settlement.~~

~~1. If a reduction in MSN Funding is anticipated to impact COUNTY'S obligations to make the Interim Payment to CONTRACTOR as specified above, COUNTY shall provide written notice to CONTRACTOR.~~

~~2. In order for any Clinic Claims to be considered for any Final Settlement adjustment as provided herein, CONTRACTOR must submit all Claims to the Intermediary, whether or not due to CONTRACTOR's collection of the co-payments from the MSN Enrollees, the Claims are eligible for the Interim Payment.~~

C. Required co-payments to be collected by CONTRACTOR are as follows:

1. CONTRACTOR shall collect a sixty dollar (\$60) co-payment from MSN Enrollees for each clinic visit.

a. If CONTRACTOR offers laboratory and/or radiology services and these services are provided on the same day as the Clinic Services, CONTRACTOR shall collect only the Clinic Services co-payment.

b. If CONTRACTOR offers laboratory and/or radiology services and these services are provide on a different day than the Clinic Services, CONTRACTOR shall also collect a co-payment from MSN Enrollees also receiving these services as follows:

1) \$45 for laboratory services (including blood draw if lab samples are sent off site)

2) \$65 for radiology services

2. Regardless of the number of services or visits provided in a single day, only one (1) co-payment may be collected per day for services provided at CONTRACTOR's facility.

## VII. PAYMENTS FOR OUTPATIENT PHARMACY SERVICES

A. If CONTRACTOR elects to be an outpatient pharmaceutical provider, CONTRACTOR shall bill COUNTY's Pharmacy Benefits Manager and shall be reimbursed at rates to be negotiated by COUNTY with said Pharmacy Benefits Manager.

B. Only products identified on the MSN formulary shall be reimbursed. Products available over the counter shall not be reimbursed, including those products for which the prescribed dosage can be achieved through an increased dosage of an over the counter medication.

C. Unless otherwise directed by ADMINISTRATOR, all pharmacy claims shall be submitted electronically to COUNTY's Pharmacy Benefits Manager.

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## VIII. Final Settlement MEASURE H OBLIGATION

~~A. Prior to final reimbursement to All Providers as specified below (Final Settlement), the Intermediary, with ADMINISTRATOR, shall complete an estimated Preliminary Final Settlement to All Providers in order to calculate any Final Settlement reimbursement above the Interim Payment to All Providers.~~

~~1. Based on results of the Preliminary Final Settlement, ADMINISTRATOR, at its sole discretion, shall determine if Final Settlement shall occur.~~

~~2. If ADMINISTRATOR determines that Final Settlement shall occur the Measure H Obligation has not been met by COUNTY for any Period, ADMINISTRATOR shall direct the Intermediary to distribute ~~said~~ funds, in whole or in part, as determined by ADMINISTRATOR at its sole discretion, in accordance with the Final Settlement Measure H Obligation procedures for the Period specified herein that ~~correspond~~ corresponds with the additional funding.~~

~~3. ADMINISTRATOR shall make its best efforts to calculate Final Settlement for physicians, certain Clinic services and Hospitals eligible for Final Settlement at the same percentage rates of CalOptima reimbursement rates.~~

~~4. The results of Preliminary Final Settlement should be communicated to all Contracting Clinics on or about December 15 of each Period. Such notice shall include notification to CONTRACTOR of any Medi-Cal coverage, third party settlement, primary or other insurance coverage that has been identified by Recovery Services and not yet paid by CONTRACTOR. Any amounts due CONTRACTOR shall be reduced by any outstanding amounts owed COUNTY.~~

B. Unless otherwise extended, in whole or in part, by ADMINISTRATOR, Final Settlement distribution of funds to meet the Measure H Obligation shall be accomplished no later than

1. December 31, ~~2014~~ 2016 for Period One.

2. December 31, ~~2015~~2017 for Period Two.

~~C. Final Settlement to Contracting Clinics~~ 3. December 31, 2018 for Period Three.

C. The Intermediary shall utilize the following procedures to compute amounts due to CONTRACTOR for Clinic Services ~~through Final Settlement. Final Settlement shall be based upon claims submitted and approved in accordance with the Agreement. In order for any Clinic Claims to be considered for any Final Settlement adjustment as provided herein, CONTRACTOR must submit all Claims to Intermediary, whether or not due to CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for the Interim Payment, as specified in Paragraph VI of this Exhibit B to the Agreement~~ to satisfy the Measure H Obligation.

1. Step 1: All Contracting Clinics Claims shall be calculated at percentages specified in this Exhibit B to the Agreement for Clinic Services and at rates specified in this Exhibit B to the Agreement for dental services, less required co-payments.

~~2. Step 2: If determined by the Preliminary Final Settlement, Intermediary shall calculate the amount of funding required to reimburse each Contracting Clinic a proportionate share of the MSN Funding specified by ADMINISTRATOR at an amount not to exceed Allowable Charges based on the formula below:~~

$$\frac{\text{Contracting Clinic Share}}{\text{Total Agreement Period interim payments for all Clinic Claims}} = \frac{\text{Total Agreement Period interim payments to Contracting Clinics}}{\text{Total Agreement Period interim payments for all Clinic Claims}} \times \text{Specified by ADMINISTRATOR}$$

~~3. The difference between the Interim Payments and the amount calculated shall be paid Contracting Clinics as Final Settlement.~~

~~4. Settlement Limitation~~

~~a. For Period One, The total interim payments reimbursement shall be adjusted for recovery of any third party other insurance, voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed charges less required co-payments or Allowable Charges less required co-payments, whichever is less.~~

~~b. For Period Two, the total interim payments shall be adjusted for other insurance, voided claims and refunds. If the Measure H Obligation is in effect, there is no limitation on Final Settlement reimbursement for these services. If the Measure H Obligation is not in effect, No Contracting Clinic shall be reimbursed more than billed charges less required co-payments or Allowable Charges less required co-payments, whichever is less.~~

2. Step 2: All payments to Clinics that have entered into a Letter of Agreement (LOA) to provide services for the MSN Program shall be made in accordance with the terms of the LOA and this Agreement.

3. Step 3: If the total of all payments made after completion of Step 1 through Step 2 are less than the Measure H Obligation, additional reimbursement to meet the Measure H Obligation shall be

1 determined for Eligible Clinics. "Eligible Clinics" shall mean those clinics identified by  
2 ADMINISTRATOR that:

3 a. Are either a Contracting Clinic or have an LOA to provide services for the MSN  
4 Program; and,

5 b. Have executed an agreement with COUNTY to provide community clinic services  
6 funded by Tobacco Settlement Revenue ("TSR Agreement"); and,

7 c. Have provided TSR Agreement eligible services in excess of the TSR Agreement  
8 funding available to reimburse the Eligible Clinic for said services as follows:

9 1) TSR Agreement services provided during Fiscal Year 2015-16 shall be used for  
10 Period One calculations.

11 2) TSR Agreement services provided during Fiscal Year 2016-17 shall be used for  
12 Period Two calculations.

13 3) TSR Agreement services provided during Fiscal Year 2017-18 shall be used for  
14 Period Three calculations.

15 4. Step 4: ADMINISTRATOR shall determine the number of excess TSR Agreement eligible  
16 visits provided by each Eligible Clinic.

17 5. Step 5: ADMINISTRATOR shall proportionately distribute the amount of funding  
18 calculated to meet the Measure H Obligation to each eligible clinic based on the number of excess TSR  
19 Agreement eligible visits.

20 a. Except as provided in Step 7, the value of each type of visit shall be as specified in the  
21 applicable TSR Agreement for the Period.

22 b. Funding distributed to Eligible Clinics shall be applied to the excess TSR Agreement  
23 eligible visits with the highest assigned dollar value first, until the Measure H Obligation allocated to  
24 the Eligible Clinic is exhausted.

25 6. Step 6: Any funds distributed to an Eligible Clinic that are remaining after Step 5 shall be  
26 pooled and Step 5 shall be repeated for any Eligible Clinics with unfunded excess TSR Agreement  
27 eligible visits remaining until the Measure H Obligation is exhausted.

28 7. Step 7: Should any Measure H Obligation remain after all excess TSR Agreement eligible  
29 visits have been funded, ADMINISTRATOR may, at its sole discretion, increase the value of each type  
30 of visit in equal proportion to allow the Measure H Obligation to be met.

31 8. Step 8: After all calculations have been finalized, ADMINISTRATOR shall direct the  
32 Intermediary to make the Measure H Obligation payment to all Eligible Clinics.

33 D. All Funds in accounts maintained by the Intermediary relating to the term of the Agreement,  
34 which funds are remaining after ~~Final Settlement~~ distribution of the Measure H Obligation, and all other  
35 payments required by the Agreement have been made, shall be, in whole or in part, returned to  
36 COUNTY by the Intermediary or ~~used~~ rolled over to ~~complete~~ a Supplemental Final Settlement for  
37 ~~services provided prior to January 1, 2014~~ subsequent Period, as directed by ADMINISTRATOR, at

~~ADMINISTRATOR's sole discretion.~~

**IX. SATISFACTION OF CLAIMS**

Acceptance by CONTRACTOR of payments made by Intermediary in accordance with the Agreement shall be deemed satisfaction in full of any COUNTY obligation to CONTRACTOR with respect to those claims for Clinic Services for which payment has been made by COUNTY, notwithstanding CONTRACTOR's right to appeal any denied claim, as provided for in Paragraph IV. of this Exhibit B to the Agreement and CONTRACTOR's right to pursue co-payments due from MSN Patients.

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