

AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES

BETWEEN
COUNTY OF ORANGE

AND

«UC_NAME»

«UC_DBA»

JULY 1, ~~2013~~ 2014 THROUGH JUNE 30, ~~2014~~ 2015

THIS AGREEMENT entered into this ~~1st~~ 20th day of ~~July, 2013~~ May, 2014 which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and,

«UC_NAME» «UC_DBA», «CORP_STATUS» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, ~~2013~~2014 through June 30, ~~2014~~2015

~~**CONTRACTOR'S Term:** «BEGIN_SVC_DATE» through «END_SVC_DATE»~~

Aggregate Maximum Obligation: \$~~4,553,400~~5,343,056

Basis for Reimbursement: Fee-For-Service

Actual Cost

Payment Method: Fee-For-Service

Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR:
| «LC_NAME»
| «LC_DBA»
| ATTN: «CONTACT», «CONTACT_TITLE»
| «ADDRESS»
| «CITY_STATE_ZIP»

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I. ACRONYMS

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

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

11	AF. Z. OIG	_____	Office of Inspector General
22	AG. AA. OMB	_____	Office of Management and Budget
33	AH. AB. OPM	_____	Federal Office of Personnel Management
44	ACAI. PA DSS	_____	Payment Application Data Security Standard
55	AJ. AD. PC	_____	State of California Penal Code
66	AEAK. PCI DSS	_____	Payment Card Industry Data Security Standard
77	AL. AF. PHI	_____	Protected Health Information
88	AM. AG. PII	_____	Personally Identifiable Information
99	AN. AH. PRA	_____	Public Record Act
100	AI. AO. PTRC	_____	Paramedic Trauma Receiving Center
111	AP. SIR	_____	Self-Insured Retention
112	AJ AQ. The HITECH Act	_____	The Health Information Technology for Economic and Clinical
113		_____	Health
114		_____	Act, Public Law 111-005
115	AKAR. USC	_____	United States Code
116	AS. AL. WIC	_____	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. COMPLIANCE

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

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

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

337 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

137 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;

provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

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

D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

IV. CONFIDENTIALITY

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

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

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V. COST REPORT

~~11~~ — A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
~~22~~ following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
~~33~~ with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
~~44~~ Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between
~~55~~ programs, cost centers, services, and funding sources in accordance with such requirements and
~~66~~ consistent with prudent business practice, which costs and allocations shall be supported by source
~~77~~ documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
~~88~~ reasonable notice.
~~99~~

~~100~~ — 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
~~111~~ period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
~~122~~ following:

~~133~~ — a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
~~144~~ business day after the above specified due date that the accurate and complete Cost Report is not
~~155~~ submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The

~~166~~ #
~~177~~ late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
~~188~~ CONTRACTOR.

~~199~~ — b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
~~200~~ pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
~~221~~ Report is delivered to ADMINISTRATOR.

~~222~~ — 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
~~233~~ Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
~~244~~ at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

~~255~~ — 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
~~266~~ within one hundred and eighty (180) calendar days following the termination of this Agreement, and
~~277~~ CONTRACTOR has not entered into a subsequent or new agreement for any other services with
~~288~~ COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
~~299~~ shall be immediately reimbursed to COUNTY.

~~300~~ — B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
~~311~~ to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
~~332~~ shall document that costs are reasonable and allowable and directly or indirectly related to the services
~~333~~ to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
~~344~~ any.

~~355~~ — C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
~~366~~ less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
~~377~~ the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to

~~COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

~~D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

~~E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.~~

~~F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:~~

~~"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.~~

~~_____
Signed _____

Name _____

Title _____

Date _____"~~

VI. 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

1 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 2 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 3 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

37 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,

11 amounts claimed for subcontracts not approved in accordance with this paragraph.

12 4. This provision shall not be applicable to service agreements usually and customarily entered
 13 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
 14 provided by consultants, ~~and medical services not provided directly by CONTRACTOR, including but~~
 15 ~~not limited to dialysis.~~

16 VI. EMPLOYEE ELIGIBILITY VERIFICATION

17 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 18 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 19 consultants performing work under this Agreement meet the citizenship or alien status requirement set
 20 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, and shall use
 21 its best efforts to obtain, from subcontractors, and consultants performing work hereunder, all
 22 verification and other documentation of employment eligibility status required by federal or state statutes
 23 and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC
 24 §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall
 25 retain all such documentation for all covered employees, subcontractors, and consultants for the period
 26 prescribed by the law.

27 VII. EXPENDITURE AND REVENUE REPORT

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

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

34 VIII. FACILITIES, PAYMENTS AND SERVICES

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

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

IX. INDEMNIFICATION AND INSURANCE

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

~~B.~~ B. 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.

C. 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 ~~with COUNTY~~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.

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

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

EF. QUALIFIED INSURER

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

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

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

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

GH. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

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

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

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

#

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is

1 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
2 non-contributing.

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

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

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

12 ~~L~~. If CONTRACTOR's Professional Liability policy is a "claims made" policy,
13 CONTRACTOR shall agree to maintain professional liability coverage for two years following
14 completion of Agreement.

15 ~~M~~. The Commercial General Liability policy shall contain a severability of interests clause also
16 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

17 ~~N~~. ~~O. Throughout the term of this AGREEMENT and upon written mutual agreement between~~
18 ~~COUNTY expressly retains the right to require and CONTRACTOR to increase or decrease, the~~
19 ~~insurance of any of the minimum limits and coverage as set forth in Subparagraph VIII.H. above~~
20 ~~insurance types throughout the term of this Agreement may be increased or decreased.~~ Any increase or
21 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
22 protect COUNTY.

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

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

31 ~~Q~~. SUBMISSION OF INSURANCE DOCUMENTS

- 32 1. The COI and endorsements shall be provided to COUNTY as follows:
 - 33 a. Prior to, ~~or at the start date~~ time of, execution of this Agreement.
 - 34 b. No later than the expiration date for each policy.
 - 35 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
36 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.
- 37 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced

1 in the Referenced Contract Provisions of this Agreement.

2 #
 3 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 4 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
 5 sole discretion to impose one or both of the following:

6 //
 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.

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

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

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

27 X. INSPECTIONS AND AUDITS

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

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

5 //
6 //

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

20
21 ~~3. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of~~
22 ~~services.~~

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

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

32
33 **XI. LICENSES AND LAWS**

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

1 COUNTY, and all other applicable governmental agencies. ~~CONTRACTOR shall notify~~
 2 ~~ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the~~
 3 ~~pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers~~
 4 ~~and exemptions. Said inability shall be cause for termination of this Agreement.~~

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

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

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

19 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

37 3. It is expressly understood that this data will be transmitted to governmental agencies

1 charged with the establishment and enforcement of child support orders, or as permitted by federal
2 and/or state statute.

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

5 ~~1. CONTRACTOR shall comply with the applicable terms and conditions of the "Contract for
6 Low Income Health Program; Contract No. 11-15909-OR-10" between COUNTY and the California
7 Department of Health Care Services ("Department"). COUNTY shall provide CONTRACTOR with a
8 copy of any new or amended contract with Department as soon as it is available. CONTRACTOR shall
9 notify ADMINISTRATOR within thirty (30) calendar days of any inability of CONTRACTOR to
10 comply with the terms and conditions of COUNTY's contract with Department.~~

11 ~~2. CONTRACTOR shall comply with all requirements of Section 114 of the Clean Air Act, as
12 amended, and Section 308 of the Federal Water Pollution Control Act respectively relating to
13 inspection, monitoring, entry, reports, and information, as well as other requirements specified in
14 Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all
15 regulations and guidelines issued thereunder.~~

16 ~~3. CONTRACTOR shall not perform services required by this Agreement in a facility listed
17 on the EPA List of Violating Facilities unless and until the EPA eliminates the name of such facility
18 from such listing.~~

19 ~~4. CONTRACTOR shall use its best efforts to comply with clean air standards and clean water
20 standards at the facility in which services required by this Agreement are being performed.~~

21 ~~D. CONTRACTOR attests, to the best of its knowledge, that all clinic-based physicians providing
22 services at CONTRACTOR, under this Agreement, are and will continue to be as long as this
23 Agreement remains in effect, the holders of currently valid licenses to practice medicine in the State of
24 California and are members in "good standing" of the medical staff of CONTRACTOR's facility.~~

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

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

32 ~~B. Both parties agree that they will not use the name(s), symbols, trademarks or service
33 marks, presently existing or later established, of the other party nor its employees in any advertisement,
34 press release or publicity with reference to this Agreement without the prior written approval of the other
35 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to
36 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted
37~~

11 provider of Hospital Services for the residents of Orange County as provided in Subparagraph A above.
 12 ADMINISTRATOR may include reference to Hospital Services provided by CONTRACTOR in
 13 informational materials relating to the continuum of care provided using federal, state and county funds.
 14 Any advertisement through radio, television broadcast, or the Internet, for educational or promotional
 15 purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be
 16 approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

17 ~~C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other
 18 publicly available social media sites) in support of the services described within this Agreement,
 19 CONTRACTOR shall develop social media policies and procedures and have them available to
 20 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
 21 forms of social media used to either directly or indirectly support the services described within this
 22 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
 23 they pertain to any social media developed in support of the services described within this Agreement.
 24 CONTRACTOR shall also include any required funding statement information on social media when
 25 required by ADMINISTRATOR.~~

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

28 XIII. MAXIMUM OBLIGATION

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

35 XIV. NONDISCRIMINATION

36 A. EMPLOYMENT

37 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 38 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
 39 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
 40 over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the
 41 term of this Agreement, CONTRACTOR and its Covered Individuals shall make their best efforts to
 42 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or
 43 applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color,
 44 creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or
 45 physical or mental disability.

1 2. ~~CONTRACTOR~~ ~~CONTRACTOR shall attest that the evaluation and treatment of~~
2 ~~employees and applicants for employment are free from discrimination~~ and its Covered Individuals shall
3 not discriminate against employees or applicants for employment in the areas of employment,
4 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
5 pay or other forms of compensation; and selection for training, including apprenticeship.

6 3. ~~There shall be posted~~ ~~CONTRACTOR shall not discriminate between employees with~~
7 spouses and employees with domestic partners, or discriminate between domestic partners and spouses
8 of those employees, in the provision of benefits.

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

12 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
13 and ~~its subcontractors~~ ~~or subcontractor~~ shall state that all qualified applicants will receive consideration
14 for employment without regard to ~~their~~ ethnic group identification, race, religion, ancestry, color, creed,
15 sex, marital

16 #
17 status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental
18 disability. Such ~~requirement~~ ~~requirements~~ shall be deemed fulfilled by use of the term EOE.

19 3. ~~CONTRACTOR shall give written notice of its obligations under this Equal Opportunity~~
20 ~~Clause to each~~ 6. Each labor union or representative of workers with which CONTRACTOR ~~and/or~~
21 ~~subcontractor~~ has a collective bargaining agreement or other contract or understanding; ~~must post a~~
22 ~~notice advising the labor union or workers' representative of the commitments under this~~
23 ~~Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to~~
24 ~~employees and applicants for employment.~~

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

37 1. ~~For the purpose of this Subparagraph B., "discrimination" includes, but is not~~

11 ~~limited to the following based on one or more of the factors identified above:~~

22 ~~_____a.~~ Denying a client or potential client any service, benefit, or accommodation.

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

55 ~~_____e~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
66 by others receiving any service or benefit.

77 ~~_____d~~4. Treating a client differently from others in satisfying any admission requirement or
88 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
99 any service or benefit.

100 ~~_____e~~5. Assignment of times or places for the provision of services.

111 C. COMPLAINT PROCESS ~~_____2. _____ Complaint Process~~ – CONTRACTOR shall
112 establish procedures for advising all clients through a written statement that CONTRACTOR and/or
113 subcontractor's clients may file all complaints alleging discrimination in the delivery of services with
114 CONTRACTOR, subcontractor, and ADMINISTRATOR, ~~or the U.S. Department of Health and Human~~
115 ~~Services' OCR. CONTRACTOR statement shall advise clients of the following:~~

116 ~~_____a.~~ ~~In those cases where the client's complaint is filed initially with the OCR, the OCR may~~
117 ~~proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the~~
118 ~~investigation.~~

119 #

200 #

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

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

228 CD. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to
229 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
330 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC
331 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons
332 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1
333 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

11 enforce rights secured by federal or state law.

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

77 XV. NOTICES

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

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

133 2. When faxed, transmission confirmed;

144 3. When sent by Email; or

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

147 B. ~~Formal Notices, such as Termination Notices or notices modifying terms and conditions of this~~
 148 ~~Agreement, as allowed pursuant to this Agreement, shall be effective:~~

149 ~~1. When written and deposited in the United States mail, first class postage prepaid, certified~~
 200 ~~mail, return receipt requested, and shall be~~ addressed as specified in the Referenced Contract Provisions
 211 of this Agreement or as otherwise directed by ADMINISTRATOR; ~~or~~

222 ~~2. When delivered~~ and shall be effective when faxed, transmission confirmed, or when
 223 accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
 224 expedited delivery service.

225 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
 226 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

227 #
 228 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 229 damage to any COUNTY property in possession of CONTRACTOR.

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

332 ~~E. For purposes of this Agreement, HOSPITAL agrees that the Hospital Association of Southern~~
 333 ~~California (HASC) may act as a representative of all Contracting Hospitals for the purpose of~~
 334 ~~distributing and/or coordinating any notices which may be provided by ADMINISTRATOR and which~~
 335 ~~shall be applicable to all Contracting Hospitals. In such instances, notification to HASC shall be~~
 336 ~~deemed as notification to CONTRACTOR.~~

XVI. RECORDS MANAGEMENT AND MAINTENANCE

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

~~1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.~~

~~2. CONTRACTOR shall keep and maintain records of each service rendered to each Medical Services Initiative (MSI) Patient, as defined in Exhibit A to this Agreement, the MSI Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or the California Department of Health Care Services may require.~~

~~3. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.~~

~~4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the California Code of Regulations, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the California Code of Regulations, as it exists now or may hereafter be amended.~~

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA), any other related~~ federal and state regulations ~~and/or CHPP.~~

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

#

~~C. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR~~ D. CONTRACTOR's participant, client, and/or patient records shall, in the event of an audit or site visit:

~~1. Have documents readily available within twenty-four (24) hour notice of~~ be maintained in a scheduled audit or site visit.

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

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

11 requested.

22 ~~—D. secure manner.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the
33 privacy and security of Personally Identifiable Information (PII) and/or Protected Health Information
44 (PHI). ~~CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI
55 by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy
66 ADMINISTRATOR on such notifications.~~

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

100 ~~—F. CONTRACTOR shall retain all~~ maintain participant, client, and/or patient medical records for
111 seven (7) years following discharge of the participant, client and/or patient records and must establish
122 and implement written record management procedures.

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

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

188 ~~—I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
199 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
200 CONTRACTOR.~~

221 ~~E. J. CONTRACTOR may be required to retain all records involving litigation proceedings and
222 settlement of claims for a longer term which shall be reasonably directed by ADMINISTRATOR.~~

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

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

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

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

332 ~~—L. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
333 accordance with the terms of this Agreement and common business practices.~~ F.

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

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

1 site visit.

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

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

6 ~~M~~

7 ~~//~~

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

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

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

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

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

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

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

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

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

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

37 P. CONTRACTOR, unless CONTRACTOR is a public institution, shall notify

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

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

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XVII. RESEARCH AND PUBLICATION

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

XVIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

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

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

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

XIX. SEVERABILITY

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

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XX. SPECIAL PROVISIONS

~~A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:~~

~~1. Making cash payments to intended recipients of services through this Agreement.~~

~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).~~

~~3. Fundraising.~~

~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.~~

~~5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.~~

~~6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~

~~7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~

~~8. Severance pay for separating employees.~~

#

~~9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.~~

~~B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:~~

~~1. Funding travel or training (excluding mileage or parking).~~

~~2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.~~

~~3. Payment for grant writing, consultants, certified public accounting, or legal services.~~

~~11 4. Purchase of artwork or other items that are for decorative purposes and do not directly
22 contribute to the quality of services to be provided pursuant to this Agreement.~~

~~44~~ **XXI. STATUS OF CONTRACTOR**

~~55~~ **CONTRACTOR** Each party is, and shall at all times be deemed to be, an independent contractor and
~~66~~ shall be wholly responsible for the manner in which it performs the services required of it by the terms
~~77~~ of this Agreement. **CONTRACTOR** Each party is entirely responsible for compensating staff,
~~88~~ subcontractors, and consultants employed by **CONTRACTOR** that party. This Agreement shall not be
~~99~~ construed as creating the relationship of employer and employee, or principal and agent, between
~~100~~ COUNTY and CONTRACTOR or any of **CONTRACTOR's** either party's employees, agents,
~~111~~ consultants, or subcontractors. **CONTRACTOR** Each party assumes exclusively the responsibility for
~~112~~ the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be
~~113~~ provided during the course and scope of their employment. **CONTRACTOR** Each party, its agents,
~~114~~ employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of
~~115~~ **COUNTY's** the other party's employees and shall not be considered in any manner to be **COUNTY's**
~~116~~ employees of the other party.

~~117~~ **XXI. TERM**

~~119~~ ~~A. The term of this Agreement shall commence and~~ A. This specific Agreement with
~~200~~ **CONTRACTOR** is only one of several agreements to which the term of this Agreement applies. This
~~221~~ specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement
~~222~~ or the execution date, whichever is later. This specific Agreement shall terminate as specified in the
~~223~~ Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in
~~224~~ this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
~~225~~ normally extend beyond this term, including but not limited to, obligations with respect to
~~226~~ confidentiality, indemnification, audits, reporting and accounting.

~~227~~ B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend
~~228~~ or holiday may be performed on the next regular business day.

~~300~~ **XXII. TERMINATION**

~~311~~ A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
~~332~~ written notice given the other party.

~~333~~ #
~~334~~ ~~B.~~ B. ADMINISTRATOR, at its sole discretion, may terminate any program or specific service
~~335~~ funded through this Agreement without cause upon (30) calendar days written notice.

~~336~~ C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
~~337~~ five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30)
 2 calendar days for corrective action.

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

- 5 1. The loss by CONTRACTOR of legal capacity.
- 6 2. Cessation of services.

7 //

8 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
 9 another entity without the prior written consent of COUNTY.

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

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

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

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

20 ~~D~~E. CONTINGENT FUNDING

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

- 22 a. The continued availability of federal, state, and county funds for reimbursement of
 23 COUNTY’s expenditures, and
- 24 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
 25 approved by ~~the~~COUNTY’s Board of Supervisors.

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

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

34 ~~F~~G. In the event this Agreement is terminated by either party ~~pursuant to Subparagraphs B., C. or D.~~
 35 ~~above,~~ after receiving a Notice of Termination CONTRACTOR shall do the following:

36 #

- 37 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which

11 is consistent with recognized standards of quality care and prudent business practice.

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

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

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

99 //

100 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
111 client's their best interests.

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

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

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

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

226 **XXIII. THIRD PARTY BENEFICIARY**

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

331 **XXIV. WAIVER OF DEFAULT OR BREACH**

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

337 //

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

33
44 «UC_NAME»

55 «UC_DBA»

66
77 BY: _____ DATED: _____

88
99 TITLE: _____

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111
122 BY: _____ DATED: _____

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144 TITLE: _____

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199 COUNTY OF ORANGE

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222 BY: _____ DATED: _____

233 HEALTH CARE AGENCY

244
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277 APPROVED AS TO FORM
288 OFFICE OF THE COUNTY COUNSEL
299 ORANGE COUNTY, CALIFORNIA

300
311
322 BY: _____ DATED: _____

333 DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 COMMUNITY CLINIC SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME»
 «UC_DBA»
 JULY 1, ~~2013~~2014 THROUGH JUNE 30, ~~2014~~2015

I. DEFINITIONS

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

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

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

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

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

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

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

G. “Direct Medical Services” means a face-to-face contact between a patient and licensed clinical health provider, who exercises independent judgment in the provision of preventative, diagnostic and

1 treatment services as well as therapeutic measures. A visit can include medically indicated pharmacy,
 2 radiology, and laboratory services. For a Direct Medical Service to be defined as a visit, the contact and
 3 provision of Direct Medical Services must be recorded in the patient's record.

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

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

14 2. A visit includes medically indicated pharmacy, radiology, and laboratory services. For a
 15 Direct Mental Health Service to be defined as a visit, the contact and provision of Direct Mental Health
 16 Services must be recorded in the patient's record. A Direct Mental Health Service provided to a group
 17 of patients shall be billed as one Visit, regardless of the number of patients present in the group.

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

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

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

34 J. "Direct Vision Service" means a face-to-face contact between a patient and an Optometrist or
 35 other licensed vision care provider or specialist, skilled and licensed in vision care services, for the
 36 purpose of prevention, assessment, diagnosis, or treatment of vision problems. The appointment may
 37 include x-rays and a comprehensive examination of the patient's vision. The purpose of the examination

1 is both to observe any vision problems and to establish a baseline. For a Direct Vision Service to be
 2 defined as a visit, the contact and provision of Direct Vision Services must be recorded in the patient's
 3 record.

4 ~~J~~K. "EAPC" means funding allocated to Community Clinics is to improve the quality and expand
 5 the access of outpatient health care for the medically indigent persons residing in underserved areas of
 6 California. Community Clinics may claim EAPC funding for health services provide to persons
 7 between twenty-one (21) years and sixty-five (65) years of age with incomes at or below two hundred
 8 (200%) percent of the federally defined poverty level who do not have any third party health or dental
 9 coverage. Services which are billed to EAPC shall not be considered reimbursable through the
 10 Agreement.

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

17 ~~L~~M. "Financial Separation" means, for any CONTRACTOR engaging in the provision of
 18 Abortion Services and/or Abortion Related Services, a separate and distinct accounting of funds
 19 provided through the Agreement from those supporting the Abortion Related Services. Funds received
 20 through the Agreement shall not financially support, directly or indirectly, any CONTRACTOR's
 21 staffing,

22 #
 23 operations, or overhead if that subcontractor is providing Abortion Services or Abortion Related
 24 Services.

25 ~~M~~N. "FQHC" means a fully licensed community clinic that has been licensed by the State of
 26 California, or is exempt from such licensure, and designated by the Federal Government as a Federally
 27 Qualified Health Center.

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

32 ~~O~~P. "Unfunded Patient" means a person who does not qualify for any government or privately
 33 funded health insurance plan or whose government or privately funded health insurance does not cover a
 34 specific service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded
 35 their maximum benefit limits.

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II. BUDGET AND PAYMENTS

A. ~~BASIS FOR REIMBURSEMENT:~~ COUNTY shall pay ~~Contracting Clinics at~~ **CONTRACTOR** in accordance with the following rates per visit; provided, however, that the total of all payments **Payments** Paragraph in this Exhibit A to all Contracting Clinics does not exceed the Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement:

- ~~1. \$81.00 per visit for Direct Dental Services~~
- ~~2. \$72.00 per visit for Direct Medical Services~~
- ~~3. \$62.00 per visit for Direct Mental Health Services~~
- ~~4. \$55.00 per visit for Direct Vision Services~~

~~B. The individual Maximum Obligations and the targeted number of Unfunded Patient visits for each Contracting Clinic~~ following budget, which are as follows: **set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.**

		Maximum Obligation	Patient Visits			
			Dental Services	Medical Services	Mental Health Services	Vision Services
1.	AltaMed	\$501,540	1,239	5,573	0	0

			Patient Visits			
		Maximum Obligation	Dental Services	Medical Services	Mental Health Services	Vision Services
11						
22						
33						
44	Contracting Clinic					
55	2. Birth-Choice	\$92,076	0	1,279	0	0
66	3. Buena Park Clinic	\$75,000	65	646	0	423
77	4. Camino Health Center	\$233,712	0	3,246	0	0
88	5. Central City	\$235,332	872	2,288	0	0
99						
100	Children's Hospital of Orange					
111	6. County	\$76,584	0	1,064	0	0
111	7. Friends of Family	\$115,284	214	1,361	0	0
112	8. Gary Center	\$318,876	1,969	0	2,562	0
113	9. Healthy Smiles for Kids	\$64,620	798	0	0	0
114	10. Hurtt Family Health Clinic (OCRM)	\$276,408	682	3,072	0	0
115	11. Korean Community Services	\$75,000	0	1,042	0	0
116	12. Laguna Beach Community Clinic	\$141,036	0	1,959	0	0
117	13. Lestonnac Free Clinic	\$430,992	958	4,909	0	0
118	14. Livingstone	\$75,000	435	553	0	0
119						
200	Nhan Hoa Comprehensive Health					
221	15. Clinic	\$223,392	1,269	1,676	0	0
222						
222	North OC Regional Health					
223	16. Foundation	\$63,744	0	886	0	0
224	17. Serve the People	\$232,608	0	3,231	0	0
225						
226	Share Our Selves Free Medical					
226	18. Clinic	\$275,064	1,867	1,720	0	0
227	19. Sierra Health Center	\$56,496	0	785	0	0
228	20. St. Joseph—La Amistad	\$142,146	562	1,343	0	0
229	21. St. Joseph—Puente a la Salud	\$126,054	1,557	0	0	0
300	22. St. Jude Community Clinic	\$239,376	1,301	1,862	0	0
311						
332	UCI Family Health Clinics—					
333	23. Anaheim	\$22,860	0	318	0	0
334						
334	UCI Family Health Clinics—					
335	24. Santa Ana	\$184,956	0	2,338	0	0
336	25. VNCOC Asian Health Center	\$125,244	758	504	444	0
337	26. Two New Clinics (\$75,000 each)	\$150,000	1,389	521	0	0

			Patient Visits			
					Mental	
	Contracting Clinic	Maximum	Dental	Medical	Health	Vision
		Obligation	Services	Services	Services	Services
	TOTAL	\$4,553,400	15,935	42,177	3,016	423

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

Contracting Clinic	Maximum Obligation	Patient Visits					Equipment/ Structural Improvements
		Dental	Medical	Mental Health	PT/ OT/ Speech	Vision	
AltaMed Health Services Corporation	\$ 905,040	2,145	9,623	0	0	0	\$ 0
Birth Choice Pregnancy Centers, Inc.	48,420	0	638	0	0	0	0
Buena Park	59,916	0	462	0	0	223	12,540
Camino Health Center	221,232	0	2,912	0	0	0	0
Central City	194,856	780	1,596	200	0	0	0
Children's Hospital of Orange County	66,660	0	686	0	0	0	15,780
Comprehensive Inherited Blood Disorders	15,660	0	62	0	30	0	9,876
Friends of Family Health Center	136,248	243	1,534	0	0	0	0
Healthy Smiles for Kids of Orange County	67,320	448	0	0	0	0	31,056

11	//							
22	//							
33	Hurtt Family	271,896	615	1,645	448	0	0	69,432
44	Health Clinic, Inc.							
55	Korean		0	344	106	0	0	0
66	Community	32,676						
77	Services, Inc.							
88	Laguna Beach	98,328	0	1,295	0	0	0	0
99	Community Clinic							
100	Livingstone							
111	Community	39,120	201	300	0	0	0	0
112	Development							
113	Nhan Hoa							
114	Comprehensive	220,884	1,470	1,267	25	0	74	0
115	Healthcare Clinic							
116	North Orange							
117	County Regional	59,520	0	381	0	0	0	30,612
118	Health Foundation							
119	Serve the People,	273,216	91	3,437	75	0	0	0
200	Inc.							
221	Share Our Selves	555,144	1,462	3,807	147	0	0	138,348
222	Free Clinic, Inc.							
223	Sierra Health	45,084	0	593	0	0	0	0
224	Center							
225	St. Jeanne de							
226	Lestonnac Free	478,296	1,019	5,208	0	0	0	0
227	Clinic dba							
228	St. Joseph							
229	Hospital of	97,140	324	770	0	0	0	12,444
300	Orange-La							
311	Amistad							
332	St. Joseph							
333	Hospital of	75,108	928	0	0	0	0	0
334	Orange-Puente a							
335	la Salud							
336	St. Jude Hospital,	341,244	1,700	2,507	212	0	0	0
337	Inc.							

11	The Gary Center	214,052	1,704	0	1,422	0	0	7,264
22	UCI	483,756	282	4,696	0	0	0	104,064
33	Vietnamese							
44	Community of	192,240	777	516	454	0	0	61,968
55	Orange County							
66	New Clinic #1	75,000	0	0	0	0	0	0
77	New Clinic #2	\$ 75,000	0	0	0	0	0	\$ 0
88	TOTAL	\$5,343,056	14,189	44,284	3,091	30	297	\$493,384

III. PAYMENTS — D. — CONTRACTOR’S COST REPORT, AS REQUIRED IN ACCORDANCE WITH PARAGRAPH V.

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

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

B. CONTRACTOR’s receiving funding for Equipment/Structural Improvements shall:

1. Agree that the amount specified above may not include equipment and/or structural improvement expenditures authorized and reimbursed in a prior Agreement for Community Clinic Services and therefore the actual amount available during the term of the Agreement may be less.
2. Confirm the funding amount available for Equipment/Structural Improvements from ADMINISTRATOR and shall obtain ADMINISTRATOR’S prior written approval prior to the purchase of any equipment or the commencement of any structural improvement projects; which approval shall also include the required documentation to be submitted to ADMINISTRATOR for reimbursement.

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

ED. PAYMENT METHOD:

1. COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Paragraph ~~Subparagraph~~ A., ~~less applicable revenues;~~ provided, however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR’s Maximum Obligation ~~as specified in Paragraph II.B above,~~ and provided further that the total of all payments to all ~~Contracting Clinics~~ CONTRACTOR’s does not exceed COUNTY’s ~~the~~ Aggregate

11 Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

12 ~~1. All~~ 2. CONTRACTOR agrees that all payments are interim payments only, and
13 subject to the Final ~~Cost~~ Expenditure and Revenue Report ~~and Settlement in accordance with Paragraph~~
14 ~~V. of the Agreement.~~

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17 3. CONTRACTOR agrees that at the ~~2.~~ At ADMINISTRATOR's sole
18 discretion, payment for services provided in June shall be withheld pending receipt and review of
19 CONTRACTOR's ~~Cost~~ Expenditure and Revenue Report.

20 ~~3. If~~ 4. STATE OF CALIFORNIA EAPC PROGRAM

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

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

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

31 #

32 days after receipt of the correctly completed invoice form. Invoices received from CONTRACTOR
33 after the tenth (10th) working day of the month may not be paid within the same month.

34 ~~G. No~~ F. TEN PERCENT LIMITATIONS

35 1. CONTRACTOR agrees that except as approved by the ADMINISTRATOR, no single
36 monthly payment to CONTRACTOR shall exceed ~~one-twelfth (1/12th)~~ ten percent (10%) of
37 CONTRACTOR's Maximum Obligation, unless authorized by ADMINISTRATOR. ~~—If~~
38 ~~CONTRACTOR billed less than one-twelfth (1/12) of its Maximum Obligation in any month and has a~~
39 ~~month for which~~

40 2. CONTRACTOR ~~has provided more than one-twelfth (1/12) of its Maximum Obligation,~~
41 agrees that a ten percent (10%) limit shall not apply to invoices which include reimbursement of
42 Equipment/Structural Improvements; provided, however that the maximum reimbursement shall be as
43 determined by ADMINISTRATOR.

44 3. CONTRACTOR agrees that if they have provided services resulting in calculated
45 reimbursement exceeding the ten percent (10%) maximum for any invoice, ADMINISTRATOR may
46 ~~submit a Supplemental Invoice for the~~ authorize additional ~~units of services, which would cause~~
47 ~~CONTRACTOR to exceed one-twelfth (1/12) of its Maximum Obligation~~ payment for each invoice

11 exceeding the ten percent (10%) maximum; provided, however, that the total paid of all additional
 22 invoice amounts exceeding the ten percent (10%) maximum shall not exceed the following amounts:

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

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

17 G. CONTRACTOR ~~does not exceed its pro-rated Maximum Obligation for that same period of~~
 18 ~~time.~~

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

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

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

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

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

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

33
 34 **IV. REPORTS**

35 A. CONTRACTOR shall submit, on forms provided or approved by COUNTY, fiscal and/or
 36 programmatic reports as requested by COUNTY concerning CONTRACTOR's activities as they relate
 37 to the Agreement. COUNTY will be specific as to the nature of the information requested and allow

thirty (30) calendar days for CONTRACTOR to respond.

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

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

V. SERVICES

A. SERVICES TO BE PROVIDED:

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

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2. CONTRACTOR understands and agrees that funds provided through the Agreement shall not be used for health education activities except those educational activities being provided in relation to Direct Medical Services, Direct Dental Services, or Direct Mental Health Services the services specified.

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

- a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.
- b. Provide tobacco use cessation and prevention education as appropriate.
- c. Cooperate with COUNTY to track tobacco-related activities and enhance existing tobacco services.

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

B. STAFFING

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

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

3. CONTRACTOR shall document its efforts to provide services in a culturally competent

~~1~~ manner. Documentation may include, but not be limited to, the following:

~~2~~ a. Records in personnel files attesting to efforts made in recruitment and hiring practices,

~~3~~ and participation in COUNTY-sponsored and other cultural competency training;

~~4~~ b. The availability of literature in multiple languages/formats as appropriate; and

~~5~~ c. Identification of measures taken to enhance accessibility for, and sensitivity to,

~~6~~ physically challenged communities.

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~~9~~ C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

~~10~~ Services Paragraph of this Exhibit A to the Agreement.

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