

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

JULY 1, 2013 THROUGH JUNE 30, 2014

THIS AGREEMENT entered into this 1st day of July, 2013 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 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 through June 30, 2014

CONTRACTOR’S Term: «BEGIN_SVC_DATE» through «END_SVC_DATE»

Aggregate Maximum Obligation: ~~\$4,553,400~~ \$6,027,899

Basis for Reimbursement: Fee-For-Service

Payment Method: Fee-For-Service

Notices to COUNTY and CONTRACTOR:

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

1	AH. PRA	Public Record Act
2	AI. SIR	Self-Insured Retention
3	AJ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
4		Act, Public Law 111-005
5	AK. USC	United States Code
6	AL. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

34 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
35 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
36 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
37 State of California health programs and have not been excluded or debarred from participation in any

1 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
2 any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

32 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

9
10 **IV. CONFIDENTIALITY**

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

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

21
22 **V. COST REPORT**

23 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
24 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
25 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
26 Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between
27 programs, cost centers, services, and funding sources in accordance with such requirements and
28 consistent with prudent business practice, which costs and allocations shall be supported by source
29 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
30 reasonable notice.

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

34 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
35 business day after the above specified due date that the accurate and complete Cost Report is not
36 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
37 //

1 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
2 CONTRACTOR.

3 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
4 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
5 Report is delivered to ADMINISTRATOR.

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

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

14 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
15 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
16 shall document that costs are reasonable and allowable and directly or indirectly related to the services to
17 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

18 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
19 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
20 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
21 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
22 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
23 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
24 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
25 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
26 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

26
27 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

37 //

1 **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

7 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
8 administrative capabilities required to carry out its duties and responsibilities under this Agreement and
9 in accordance with all the applicable statutes and regulations pertaining to Providers.

10
11 **IX. INDEMNIFICATION AND INSURANCE**

12 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
13 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
14 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
15 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
16 including but not limited to personal injury or property damage, arising from or related to the services,
17 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
18 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
19 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
20 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
21 a jury apportionment.

22 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
23 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
24 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
25 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
26 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
27 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
28 conditions as set forth herein for CONTRACTOR.

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

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

35 **E. QUALIFIED INSURER**

36 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
37 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.

1 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
 2 Key Rating Guide/Property-Casualty/United States or ambest.com).

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

6 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 7 limits and coverage as set forth below:

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

26 G. REQUIRED COVERAGE FORMS

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

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

31 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
 32 following endorsements, which shall accompany the COI:

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

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

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

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

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

13 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
14 shall agree to maintain professional liability coverage for two years following 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. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
18 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
19 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
20 protect COUNTY.

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

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

29 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

37 //

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

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

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

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

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

17
18 **X. INSPECTIONS AND AUDITS**

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

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

33 **C. AUDIT RESPONSE**

34 1. Following an audit report, in the event of non-compliance with applicable laws and
35 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
36 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
37 //

1 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
2 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

10 3. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
11 services.

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

16
17 **XI. LICENSES AND LAWS**

18 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
19 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
20 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
21 required by the laws, regulations and requirements of the United States, the State of California,
22 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
23 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
24 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
25 and exemptions. Said inability shall be cause for termination of this Agreement.

26 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

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

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

18 2. CONTRACTOR shall comply with all requirements of Section 114 of the Clean Air Act, as
19 amended, and Section 308 of the Federal Water Pollution Control Act respectively relating to inspection,
20 monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the
21 Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and
22 guidelines issued thereunder.

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

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

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

32 **XII. LITERATURE AND ADVERTISEMENTS**

33 A. Any written information or literature, including educational or promotional materials,
34 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
35 to this Agreement must be approved at least thirty (30) days in advance and in writing by
36 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
37

1 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
2 and electronic media such as the Internet.

3 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
4 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
5 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

6 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
7 available social media sites) in support of the services described within this Agreement,
8 CONTRACTOR shall develop social media policies and procedures and have them available to
9 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
10 forms of social media used to either directly or indirectly support the services described within this
11 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
12 they pertain to any social media developed in support of the services described within this Agreement.
13 CONTRACTOR shall also include any required funding statement information on social media when
14 required by ADMINISTRATOR.

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

17
18 **XIII. MAXIMUM OBLIGATION**

19 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement as
20 specified in the Referenced Contract Provisions of this Agreement.

21
22 **XIV. NONDISCRIMINATION**

23 **A. EMPLOYMENT**

24 1. During the term of this Agreement, CONTRACTOR shall not unlawfully discriminate
25 against any employee or applicant for employment because of his/her ethnic group identification, race,
26 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation,
27 medical condition, or physical or mental disability. CONTRACTOR shall attest that the evaluation and
28 treatment of employees and applicants for employment are free from discrimination in the areas of
29 employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or
30 termination; rate of pay or other forms of compensation; and selection for training, including
31 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
32 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
33 Commission setting forth the provisions of the Equal Opportunity clause.

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

3 3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity
4 Clause to each labor union or representative of workers with which CONTRACTOR has a collective
5 bargaining agreement or other contract or understanding.

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

18 1. For the purpose of this Subparagraph B., "discrimination" includes, but is not limited to the
19 following based on one or more of the factors identified above:

- 20 a. Denying a client or potential client any service, benefit, or accommodation.
- 21 b. Providing any service or benefit to a client which is different or is provided in a
22 different manner or at a different time from that provided to other clients.
- 23 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
24 by others receiving any service or benefit.
- 25 d. Treating a client differently from others in satisfying any admission requirement or
26 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
27 any service or benefit.
- 28 e. Assignment of times or places for the provision of services.

29 2. Complaint Process – CONTRACTOR shall establish procedures for advising all clients
30 through a written statement that CONTRACTOR clients may file all complaints alleging discrimination
31 in the delivery of services with CONTRACTOR ADMINISTRATOR, or the U.S. Department of Health
32 and Human Services' OCR. CONTRACTOR statement shall advise clients of the following:

- 33 a. In those cases where the client's complaint is filed initially with the OCR, the OCR may
34 proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the
35 investigation.

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

4 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
5 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
6 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition
7 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
8 now or may be hereafter amended together with succeeding legislation.

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

14 E. In the event of non-compliance with this paragraph, or as otherwise provided by federal or state
15 law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be
16 declared ineligible for future contracts involving federal or state funds passed through COUNTY.

17
18 **XV. NOTICES**

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

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

24 2. When faxed, transmission confirmed;

25 3. When sent by Email; or

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

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

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

33 2. When delivered by U.S. Postal Service Express Mail, Federal Express, United Parcel
34 Service or other expedited delivery service.

35 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
37 //

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

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

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

10
11 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

31 B. CONTRACTOR shall implement and maintain administrative, technical and physical
32 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or
33 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability
34 Act of 1996 (HIPAA), any other related federal and state regulations. CONTRACTOR shall mitigate to
35 the extent practicable, the known harmful effect of any use or disclosure of protected health information
36 made in violation of federal or state regulations.

37 //

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

4 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
5 or site visit.

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

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

10 D. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
11 security of Personally Identifiable Information (PII) and/or Protected Health Information (PHI).
12 CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by
13 CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy
14 ADMINISTRATOR on such notifications.

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

18 F. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
19 years following discharge of the participant, client and/or patient.

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

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

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

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

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

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

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

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
L. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

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

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 require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of

1 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
2 Wage.

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

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

10
11 **XIX. SEVERABILITY**

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

17
18 **XX. SPECIAL PROVISIONS**

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

- 21 1. Making cash payments to intended recipients of services through this Agreement.
- 22 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
23 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
24 of appropriated funds to influence certain federal contracting and financial transactions).
- 25 3. Fundraising.
- 26 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
27 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 28 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
29 services.
- 30 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
31 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
32 salary advances or giving bonuses to CONTRACTOR's staff.
- 33 7. Paying an individual salary or compensation for services at a rate in excess of the current
34 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
35 Schedule may be found at www.opm.gov.
- 36 8. Severance pay for separating employees.

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

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

5 1. Funding travel or training (excluding mileage or parking).
6 2. Making phone calls outside of the local area unless documented to be directly for the
7 purpose of client care.

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

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

11
12 **XXI. STATUS OF CONTRACTOR**

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

24
25 **XXII. TERM**

26 A. The term of this Agreement shall commence and terminate as specified in the Referenced
27 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this
28 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
29 normally extend beyond this term, including but not limited to, obligations with respect to
30 confidentiality, indemnification, audits, reporting and accounting.

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

33
34 **XXIII. TERMINATION**

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

37 //

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

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

7 1. The loss by CONTRACTOR of legal capacity.
8 2. Cessation of services.
9 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
10 another entity without the prior written consent of COUNTY.

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

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

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

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

21 D. CONTINGENT FUNDING

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

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

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

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

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

35 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
36 above, CONTRACTOR shall do the following:

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

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

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

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

10 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
11 client's best interests.

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

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

16 8. To the extent services are terminated, cancel outstanding commitments covering the
17 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
18 commitments which relate to personal services. With respect to these canceled commitments,
19 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
20 arising out of such cancellation of commitment which shall be subject to written approval of
21 ADMINISTRATOR.

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

24
25 **XXIV. THIRD PARTY BENEFICIARY**

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

29
30 **XXV. WAIVER OF DEFAULT OR BREACH**

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

36 //
37 //

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

3
4 «UC_NAME»

5 «UC_DBA»

6
7 BY: _____ DATED: _____

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9 TITLE: _____

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12 BY: _____ DATED: _____

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14 TITLE: _____

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19 COUNTY OF ORANGE

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22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

30
31
32 BY: _____ DATED: _____

33 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 COMMUNITY CLINIC SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «UC_NAME»
 8 «UC_DBA»
 9 JULY 1, 2013 THROUGH JUNE 30, 2014

10
11 **I. DEFINITIONS**

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

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

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

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

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

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

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

36 G. “Direct Medical Services” means a face-to-face contact between a patient and licensed clinical
37 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. A visit includes medically indicated~~
 9 ~~pharmacy, radiology, and laboratory services. For a Direct Mental Health Service to be defined as a~~
 10 ~~visit, the contact and provision of Direct Mental Health Services must be recorded in the patient's~~
 11 ~~record. A Direct Mental Health Service provided to a group of patients shall be billed as one Visit,~~
 12 ~~regardless of the number of patients present in the group.~~

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

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

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

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

35 J. "EAPC" means funding allocated to Community Clinics is to improve the quality and expand
 36 the access of outpatient health care for the medically indigent persons residing in underserved areas of
 37 California. Community Clinics may claims EAPC funding for health services provide to persons

1 between twenty-one (21) years and sixty-five (65) years of age with incomes at or below two hundred
 2 (200%) percent of the federally defined poverty level who do not have any third party health or dental
 3 coverage. Services which are billed to EAPC shall not be considered reimbursable through the
 4 Agreement.

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

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

17 M. "FQHC" means a fully licensed community clinic that has been licensed by the State of
 18 California and designated by the Federal Government as a Federally Qualified Health Center.

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

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

28 **II. BUDGET AND PAYMENTS**

29 A. **BASIS FOR REIMBURSEMENT:** COUNTY shall pay Contracting Clinics at the following
 30 rates per visit; provided, however, that the total of all payments to all Contracting Clinics does not
 31 exceed the Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the
 32 Agreement.

- 33 1. \$81.00 per visit for Direct Dental Services
- 34 2. \$72.00 per visit for Direct Medical Services
- 35 3. \$62.00 per visit for Direct Mental Health Services
- 36 4. \$55.00 per visit for Direct Vision Services

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~~B. The individual Maximum Obligations and the targeted number of Unfunded Patient visits for each Contracting Clinic are as follows:~~

	Contracting Clinic	Maximum Obligation	Patient Visits			
			Dental Services	Medical Services	Mental Health Services	Vision Services
1.	AltaMed	\$501,540	1,239	5,573	0	0
2.	Birth-Choice	\$92,076	0	1,279	0	0
3.	Buena Park Clinic	\$75,000	65	646	0	423
4.	Camino Health Center	\$233,712	0	3,246	0	0
5.	Central City	\$235,332	872	2,288	0	0
6.	Children's Hospital of Orange County	\$76,584	0	1,064	0	0
7.	Friends of Family	\$115,284	214	1,361	0	0
8.	Gary Center	\$318,876	1,969	0	2,562	0
9.	Healthy Smiles for Kids	\$64,620	798	0	0	0
10.	Hurt Family Health Clinic (OCRM)	\$276,408	682	3,072	0	0
11.	Korean Community Services	\$75,000	0	1,042	0	0
12.	Laguna Beach Community Clinic	\$141,036	0	1,959	0	0
13.	Lestonnac Free Clinic	\$430,992	958	4,909	0	0
14.	Livingstone	\$75,000	435	553	0	0
15.	Nhan Hoa Comprehensive Health Clinic	\$223,392	1,269	1,676	0	0
16.	North OC Regional Health Foundation	\$63,744	0	886	0	0
17.	Serve the People	\$232,608	0	3,231	0	0
18.	Share Our Selves Free Medical Clinic	\$275,064	1,867	1,720	0	0
19.	Sierra Health Center	\$56,496	0	785	0	0
20.	St. Joseph—La Amistad	\$142,146	562	1,343	0	0
21.	St. Joseph—Puente a la Salud	\$126,054	1,557	0	0	0
22.	St. Jude Community Clinic	\$239,376	1,301	1,862	0	0
23.	UCI Family Health Clinics— Anaheim	\$22,860	0	318	0	0

	Contracting Clinic	Maximum Obligation	Patient Visits			
			Dental Services	Medical Services	Mental Health Services	Vision Services
24.	UCI Family Health Clinics – Santa Ana	\$184,956	0	2,338	0	0
25.	VNCOC Asian Health Center	\$125,244	758	504	444	0
26.	Two New Clinics (\$75,000 each)	\$150,000	1,389	521	0	0
	TOTAL	\$4,553,400	15,935	42,177	3,016	423

B. The individual Maximum Obligations and the targeted number of Unfunded Patient visits for each Contracting Clinic are as follows:

	Contracting Clinic	Maximum Obligation	Patient Visits				Equipment/ Structural Improvements
			Dental Services	Medical Services	Mental Health Services	Vision Services	
1.	AltaMed Health Services Corporation	\$ 755,340	2239	7973	0	0	\$ 0
2.	Birth Choice Pregnancy Centers, Inc.	137,136	0	1905	0	0	0
3.	Buena Park	87,540	65	646	0	423	12,540
4.	Camino Health Center	350,976	0	3246	0	0	0
5.	Central City	265,032	972	2588	0	0	0
6.	Children's Hospital of Orange County	92,364	0	1064	0	0	15,780
7.	Comprehensive Inherited Blood Disorders	84,876	0	0	0	0	9,876
8.	Friends of Family Health Center	172,176	214	2152	0	0	0
9.	Healthy Smiles for Kids of Orange County	95,676	798	0	0	0	31,056
10.	Hurt Family Health Clinic, Inc.	415,440	1082	3072	600	0	69,432

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			Patient Visits				Equipment/ Structural Improvements
			Dental Services	Medical Services	Mental Health Services	Vision Services	
	<u>Contracting Clinic</u>	<u>Maximum Obligation</u>					
<u>11.</u>	<u>Korean Community Services, Inc.</u>	<u>75,000</u>	<u>0</u>	<u>1042</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>12.</u>	<u>Laguna Beach Community Clinic</u>	<u>211,056</u>	<u>0</u>	<u>2932</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>13.</u>	<u>Livingstone Community Development</u>	<u>84,828</u>	<u>495</u>	<u>622</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>14.</u>	<u>Nhan Hoa Comprehensive Healthcare Clinic</u>	<u>335,388</u>	<u>2115</u>	<u>2181</u>	<u>14</u>	<u>113</u>	<u>0</u>
<u>15.</u>	<u>North Orange County Regional Health Foundation</u>	<u>94,356</u>	<u>0</u>	<u>886</u>	<u>0</u>	<u>0</u>	<u>30,612</u>
<u>16.</u>	<u>Serve the People, Inc.</u>	<u>349,308</u>	<u>0</u>	<u>4852</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>17.</u>	<u>Share Our Selves Free Clinic, Inc.</u>	<u>413,412</u>	<u>1867</u>	<u>1720</u>	<u>0</u>	<u>0</u>	<u>138,348</u>
<u>18.</u>	<u>Sierra Health Center</u>	<u>83,412</u>	<u>0</u>	<u>1139</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>19.</u>	<u>St. Jeanne de Lestonnac Free Clinic dba</u>	<u>648,828</u>	<u>2158</u>	<u>6585</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>20.</u>	<u>St. Joseph Hospital of Orange-La Amistad</u>	<u>276,990</u>	<u>562</u>	<u>3043</u>	<u>0</u>	<u>0</u>	<u>12,444</u>
<u>21.</u>	<u>St. Joseph Hospital of Orange-Puente a la Salud</u>	<u>126,054</u>	<u>1557</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>22.</u>	<u>St. Jude Hospital, Inc.</u>	<u>359,532</u>	<u>1858</u>	<u>2487</u>	<u>444</u>	<u>0</u>	<u>0</u>
<u>23.</u>	<u>The Gary Center</u>	<u>326,140</u>	<u>1969</u>	<u>0</u>	<u>2562</u>	<u>0</u>	<u>7,264</u>
<u>24.</u>	<u>Vietnamese Community of Orange County</u>	<u>187,212</u>	<u>758</u>	<u>504</u>	<u>444</u>	<u>0</u>	<u>61,968</u>
<u>25.</u>	<u>New Clinic</u>	<u>\$ 75,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>\$ 0</u>
	<u>TOTAL</u>	<u>\$6,103,072</u>	<u>18,684</u>	<u>51,636</u>	<u>4,074</u>	<u>536</u>	<u>\$389,320</u>

~~C. 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.~~

~~D. CONTRACTOR's Cost Report, as required in accordance with Paragraph V. 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.~~

~~E. PAYMENT METHOD: COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Paragraph 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 does not exceed COUNTY's Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.~~

~~1. All payments are interim payments only, and subject to Final Cost Report and Settlement in accordance with Paragraph V. of the Agreement.~~

~~2. At ADMINISTRATOR's sole discretion, payment for services provided in June shall be withheld pending receipt and review of CONTRACTOR's Cost Report.~~

~~3. If CONTRACTOR participates in the State of California EAPC program, CONTRACTOR shall first bill all Unfunded Patient visits, to the extent funding is available, to the EAPC program and thereafter shall claim such services against the Agreement. Alternatively, CONTRACTOR, at its discretion, may establish an additional payor source in its practice management system to identify Unfunded Patients claimed against the Agreement.~~

C. 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.

D. If CONTRACTOR has funding identified for Equipment/Structural Improvements in Subparagraph II.B. of Exhibit A, CONTRACTOR may use the identified funding for equipment and infrastructure upon ADMINISTRATOR'S written approval. The ADMINISTRATOR'S written approval must be obtained before the CONTRACTOR purchases any equipment or commences any structural improvement projects. CONTRACTOR shall provide documentation necessary for the ADMINISTRATOR to approve Equipment/Structural Improvement expenditures.

E. If CONTRACTOR has funding identified for Equipment/Structural Improvements in Subparagraph II.B. of Exhibit A and CONTRACTOR is unable to expend its identified funding prior to June 30, 2014, the unexpended amount shall be available in the anticipated subsequent agreement for

1 Community Clinic Services effective July 1, 2014. CONTRACTOR agrees that the amount specified in
 2 said subsequent agreement will not include equipment and/or structural improvement expenditures
 3 authorized and reimbursed in accordance with this Agreement.

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

9 G. No single monthly payment to CONTRACTOR shall exceed one-twelfth (1/12th) of
 10 CONTRACTOR's Maximum Obligation, unless authorized by ADMINISTRATOR. If
 11 CONTRACTOR billed less than one-twelfth (1/12) of its Maximum Obligation in any month and has a
 12 month for which CONTRACTOR has provided more than one-twelfth (1/12) of its Maximum
 13 Obligation, CONTRACTOR may submit a Supplemental Invoice for the additional units of services,
 14 which would cause CONTRACTOR to exceed one-twelfth (1/12) of its Maximum Obligation; provided,
 15 however, that the total paid to CONTRACTOR does not exceed its pro-rated Maximum Obligation for
 16 that same period of time.

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

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

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

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

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

30 **III. REPORTS**

31 A. CONTRACTOR shall submit, on forms provided or approved by COUNTY, fiscal and/or
 32 programmatic reports as requested by COUNTY concerning CONTRACTOR's activities as they relate
 33 to the Agreement. COUNTY will be specific as to the nature of the information requested and allow
 34 thirty (30) calendar days for CONTRACTOR to respond.

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

IV. SERVICES

A. SERVICES TO BE PROVIDED:

1. CONTRACTOR shall provide Direct Dental Services, and/or Direct Medical Services, and/or Direct Mental Health Services, and/or Direct Vision Services to Unfunded Patients as specified in Paragraph II. of this Exhibit A to the Agreement.

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.

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

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

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

B. STAFFING

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

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

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

- a. Records in personnel files attesting to efforts made in recruitment and hiring practices, and participation in COUNTY-sponsored and other cultural competency training;
- b. The availability of literature in multiple languages/formats as appropriate; and
- c. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.

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