

1 AGREEMENT
2 FOR PROVISION OF
3 COMMUNITY CLINIC SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «UC_NAME» «UC_DBA»
8 JULY 1, 2019 THROUGH JUNE 30, 2021
9

10 THIS AGREEMENT entered into this 1st day of July, 2019 (effective date), is by and between the
11 COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and
12 «UC_NAME» «UC_DBA», «CORP_STAT», (CONTRACTOR). COUNTY and CONTRACTOR may
13 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement
14 shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee
15 (“ADMINISTRATOR”).
16

17 **W I T N E S S E T H:**
18

19 WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and
20 WHEREAS, there exists an established network of community clinics and Federally Qualified
21 Health Center in Orange County with the capability to deliver direct medical, dental, mental health,
22 vision, and physical/occupational therapy services using Tobacco Settlement Revenues; and

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

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

28 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
29 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2019 through June 30, 2021

Tobacco Settlement Revenue

Period One means the period July 1, 2019 through June 30, 2020

Period Two means the period July 1, 2020 through June 30, 2021

Whole Person Care

Period One means the period July 1, 2019 through December 31, 2019

Period Two means the period January 1, 2020 through December 31, 2020

Aggregate Maximum Obligation:	TSR Funds	Grant Funds	Total
Period One Maximum Obligation	\$ 5,426,527	\$ 1,917,500	\$ 7,344,027
Period Two Maximum Obligation	<u>5,426,527</u>	<u>958,750</u>	<u>6,385,277</u>
TOTAL MAXIMUM OBLIGATION	\$10,853,054	\$ 2,876,250	\$13,729,304

Basis for Reimbursement: Fee-For-Service

Payment Method: Payment in Arrears

CONTRACTOR DUNS Number: «DUNS_»

CONTRACTOR TAX ID Number: «TAX_ID_»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «LC_NAME» «LC_DBA»
 «AUTH_SIG_NAME», «AUTH_SIG_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. ACH	Acute Care Hospital
5	B. ARRA	American Recovery and Reinvestment Act of 2009
6	C. ASRS	Alcohol and Drug Programs Reporting System
7	D. BH	Base Hospital
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CERC	Children's Emergency Receiving Center
11	H. CEO	County Executive Office
12	I. CFR	Code of Federal Regulations
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. CHS	Correctional Health Services
15	L. COI	Certificate of Insurance
16	M. D/MC	Drug/Medi-Cal
17	N. DHCS	California Department of Health Care Services
18	O. DPFS	Drug Program Fiscal Systems
19	P. DRS	Designated Record Set
20	Q. ePHI	Electronic Protected Health Information
21	R. ERC	Emergency Receiving Center
22	S. GAAP	Generally Accepted Accounting Principles
23	T. HCA	County of Orange Health Care Agency
24	U. HHS	Federal Health and Human Services Agency
25	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
26		Law 104-191
27	W. HSC	California Health and Safety Code
28	X. ISO	Insurance Services Office
29	Y. MHP	Mental Health Plan
30	Z. OCJS	Orange County Jail System
31	AA. OCPD	Orange County Probation Department
32	AB. OCR	Federal Office for Civil Rights
33	AC. OCSD	Orange County Sheriff's Department
34	AD. OCEMS	Orange County Emergency Medical Services
35	AE. OC-MEDS	Orange County Medical Emergency Data System
36	AF. OIG	Federal Office of Inspector General
37	AG. OMB	Federal Office of Management and Budget

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the Parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - 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 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
2 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
3 General Compliance and Annual Provider Trainings.

4 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
5 compliance program, code of conduct and any compliance related policies and procedures.
6 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
7 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
8 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
9 this Agreement. These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

17 3. If CONTRACTOR does not provide proof of its own compliance program to
18 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
19 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
20 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
21 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
22 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
23 ADMINISTRATOR's annual compliance training to ensure proper compliance.

24 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
25 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
26 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
27 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
28 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
29 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
30 proposed compliance program and code of conduct contain all required elements to the
31 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
32 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
33 CONTRACTOR shall revise its compliance program and code of conduct to meet
34 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
35 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

36 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
37 CONTRACTOR's compliance program, code of conduct and any compliance related policies and

1 | procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
2 | relative to this Agreement are made aware of CONTRACTOR’s compliance program, code of conduct,
3 | related policies and procedures and contact information for the ADMINISTRATOR’s Compliance Program.

4 | B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
5 | retained to provide services related to this Agreement semi-annually to ensure that they are not
6 | designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
7 | the General Services Administration's Excluded Parties List System or System for Award Management,
8 | the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
9 | the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration’s
10 | Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

11 | 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
12 | interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
13 | or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
14 | CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
15 | ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or
16 | CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if
17 | CONTRACTOR has elected to use its own).

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

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

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

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

27 | 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
28 | annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
29 | its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
30 | State of California health programs and have not been excluded or debarred from participation in any
31 | federal or state health care programs, and to further represent to CONTRACTOR that they do not have
32 | any Ineligible Person in their employ or under contract.

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

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

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

14 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
15 Compliance Training available to Covered Individuals.

16 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
17 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
18 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
19 representative to complete the General Compliance Training when offered.

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

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

23 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
24 copies of training certification upon request.

25 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
26 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
27 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
28 CONTRACTOR shall provide copies of the certifications.

29 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
30 Provider Training, where appropriate, available to Covered Individuals.

31 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
32 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
33 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
34 including the Centers for Medicare and Medicaid Services or their agents.

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

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

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d)).

F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are Clients of the Orange County MSN services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding specific Clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between MSN services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

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

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be

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1 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
2 their duties.

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4 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

10 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s
11 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
12 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
13 assume CONTRACTOR’s duties and obligations contained in this Agreement and complete them to the
14 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
15 part, without the prior written consent of COUNTY.

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

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

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

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

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1 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
2 CONTRACTOR shall provide written notification within thirty (30) calendar days to
3 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
4 governing body of CONTRACTOR at one time.

5 6. COUNTY reserves the right to immediately terminate the Agreement in the event
6 COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise
7 unacceptable to COUNTY for the provision of services under the Agreement.

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

13 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the
14 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor
15 subsequently fails to meet the requirements of this Agreement or any provisions that
16 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
17 by CONTRACTOR.

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
23 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, professional
24 services provided by consultants, and medical services not provided directly by CONTRACTOR,
25 including but not limited to dialysis.

26 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR’s
27 status with respect to name changes that do not require an assignment of the Agreement.
28 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
29 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
30 CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between
31 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
32 While CONTRACTOR will be required to provide this information without prompting from COUNTY
33 any time there is a change in CONTRACTOR’s name, conflict of interest or litigation status,
34 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
35 requested by COUNTY.

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VIII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

IX. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not

1 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
2 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
3 covered employees, subcontractors, and consultants for the period prescribed by the law.

4
5 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

14
15 **XI INDEMNIFICATION AND INSURANCE**

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

26 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
27 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
28 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
29 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
30 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
31 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
32 subject to the same terms and conditions as set forth herein for CONTRACTOR.

33 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
34 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an
35 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
36 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
37 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the

1 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
2 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
3 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
4 by COUNTY representative(s) at any reasonable time.

5 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
6 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
7 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
8 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
9 Agreement, agrees to all of the following:

10 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
11 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
12 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
13 cost and expense with counsel approved by Board of Supervisors against same; and

14 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
15 duty to indemnify or hold harmless; and

16 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
17 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
18 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

21 F. QUALIFIED INSURER

22 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
23 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
24 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is
25 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
26 (California Admitted Carrier).

27 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
28 Risk Management retains the right to approve or reject a carrier after a review of the company's
29 performance and financial ratings.

30 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
31 limits and coverage as set forth below:

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1	<u>Coverage</u>	<u>Minimum Limits</u>
2		
3	Commercial General Liability	\$1,000,000 per occurrence
4		\$2,000,000 aggregate
5		
6	Automobile Liability including coverage	\$1,000,000 per occurrence
7	For owned, non-owned, and hired vehicles	
8		
9	Workers' Compensation	Statutory
10		
11	Employers' Liability Insurance	\$1,000,000 per occurrence
12		
13	Network Security & Privacy Liability	\$1,000,000 per claims -made
14		
15	Professional Liability Insurance	\$1,000,000 per claims -made
16		\$1,000,000 aggregate
17		
18	Sexual Misconduct Liability	\$1,000,000 per occurrence
19		

20 H. REQUIRED COVERAGE FORMS

- 21 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
- 22 substitute form providing liability coverage at least as broad.
- 23 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
- 24 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

25 I. REQUIRED ENDORSEMENTS

- 26 1. The Commercial General Liability policy shall contain the following endorsements, which
- 27 shall accompany the COI:
 - 28 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
 - 29 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
 - 30 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
 - 31 **WRITTEN AGREEMENT.**
 - 32 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
 - 33 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
 - 34 insurance maintained by the County of Orange shall be excess and non-contributing.
- 35 2. The Network Security and Privacy Liability policy shall contain the following
- 36 endorsements which shall accompany the COI:

37 //

1 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
2 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

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

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

9 K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving
10 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
11 *officers, agents and employees,* or provide blanket coverage, which will state **AS REQUIRED BY**
12 **WRITTEN AGREEMENT.**

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

16 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
17 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
18 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
19 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate
20 this Agreement.

21 N. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are
22 “Claims -Made” policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
23 the completion of the Agreement.

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

26 P. Insurance certificates should be forwarded to the agency/department address listed on the
27 solicitation.

28 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
29 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
30 made to the next qualified vendor.

31 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
32 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
33 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
34 adequately protect COUNTY.

35 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
36 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
37 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this

1 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
2 to all legal remedies.

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

6 U. SUBMISSION OF INSURANCE DOCUMENTS

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

- 8 a. Prior to the start date of this Agreement.
- 9 b. No later than the expiration date for each policy.
- 10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
11 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

27 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
28 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
29 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
30

31 **XII. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
33 of the State of California, the Secretary of the United States Department of Health and Human Services,
34 the Comptroller General of the United States, or any other of their authorized representatives, shall to
35 the extent permissible under applicable law have access to any books, documents, and records, including
36 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
37 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding

1 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
2 transcripts during the periods of retention set forth in the Records Management and Maintenance
3 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate
4 the services provided pursuant to this Agreement, and the premises in which they are provided.

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

9 C. AUDIT RESPONSE

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

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

22 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
23 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
24 may be required during the term of this Agreement.

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

30 **XIII. LICENSES AND LAWS**

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

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1 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
2 and exemptions. Said inability shall be cause for termination of this Agreement

3 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

4 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
5 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
6 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
7 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
8 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
9 COUNTY shall constitute grounds for termination of the Agreement.

10 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
11 of the award of this Agreement:

12 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
13 number, and residence address;

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

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

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

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

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

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

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

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

5
6 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

27
28 **XV. MAXIMUM OBLIGATION**

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

35 B. At sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the
36 Period One and Period Two Aggregate Maximum Obligations, provided the total of these

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1 individual Aggregate Maximum Obligations does not exceed the Total Aggregate Maximum Obligation
2 of COUNTY as specified in the Referenced Contract Provisions of this Agreement.

3 C. ADMINISTRATOR may amend the Aggregate Maximum Obligation for any Period, provided
4 that the total of all amendments does not exceed ten percent (10%) of Period One funding for this
5 Agreement.

6
7 **XVI. MINIMUM WAGE LAWS**

8 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
9 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
10 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
11 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
12 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
13 providing services pursuant to this Agreement be paid no less than the greater of the federal or
14 California Minimum Wage.

15 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
16 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
17 standards pursuant to providing services pursuant to this Agreement.

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

22
23 **XVII. NONDISCRIMINATION**

24 **A. EMPLOYMENT**

25 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
26 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
27 employee or applicant for employment because of his/her race, religious creed, color, national origin,
28 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
29 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
30 CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for
31 employment are free from discrimination in the areas of employment, promotion, demotion or transfer;
32 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
33 compensation; and selection for training, including apprenticeship. There shall be posted in
34 conspicuous places, available to employees and applicants for employment, notices from
35 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
36 the provisions of the Equal Opportunity Clause.

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1 2. All solicitations or advertisements for employees placed by or on behalf of
2 CONTRACTOR and its subcontractors shall state that all qualified applicants will receive consideration
3 for employment without regard to their race, religious creed, color, national origin, ancestry, physical
4 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirement
6 shall be deemed fulfilled by use of the term EOE.

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

10 B. SERVICES, BENEFITS, AND FACILITIES – For all Clients with the same medical need or
11 condition, CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits,
12 or in the accommodation in facilities on the basis of race, religious creed, color, national origin,
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
14 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in
15 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
16 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
17 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of
18 the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all
19 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
20 law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
21 Nondiscrimination Paragraph, discrimination includes, but is not limited to the following based on one
22 or more of the factors identified above:

23 1. Denying a Client or potential Client any service, benefit, or accommodation.

24 2. Providing any service or benefit to a Client which is different or is provided in a different
25 manner or at a different time from that provided to other Clients.

26 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
27 others receiving any service or benefit.

28 4. Treating a Client differently from others in satisfying any admission requirement or
29 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
30 any service or benefit.

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

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

36 1. Whenever possible, problems shall be resolved informally and at the point of service.
37 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

1 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
2 CONTRACTOR either orally or in writing.

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

5 D. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
6 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
7 and the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.; as implemented in
8 29 CFR 1630), pertaining to the prohibition of discrimination against qualified persons with disabilities
9 in all programs or activities, as they exist now or may be hereafter amended together with succeeding
10 legislation.

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

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

19
20 **XVIII. NOTICES**

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

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

26 2. When faxed, transmission confirmed;

27 3. When sent by Email; or

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

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

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

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

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

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

7 E. For purposes of this Agreement, CONTRACTOR agrees that the Coalition of Community
8 Clinics (Coalition) may act as a representative of all Contracting Clinics for the purpose of distributing
9 and/or coordinating any notices which may be provided by ADMINISTRATOR and which shall be
10 applicable to all Contracting Clinics. In such instances, notification to Coalition shall be deemed as
11 notification to CONTRACTOR.

12
13 **XIX. NOTIFICATION OF DEATH**

14 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
15 CONTRACTOR shall immediately notify ADMINISTRATOR.

16 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
17 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
18 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

19 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
20 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
21 served pursuant to this Agreement; notice need only be given during normal business hours.

22 2. WRITTEN NOTIFICATION

23 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
24 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
25 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

26 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
27 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
28 of the death due to terminal illness of any person served pursuant to this Agreement.

29 c. When notification via encrypted email is not possible or practical CONTRACTOR may
30 hand deliver or fax to a known number said notification.

31 C. If there are any questions regarding the cause of death of any person served pursuant to this
32 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
33 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
34 Notification of Death Paragraph.

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XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

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

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's Client records shall be maintained in a secure manner. CONTRACTOR shall maintain Client records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

1 E. CONTRACTOR shall retain all Client and/or patient medical records for ten (10) years
2 following discharge of the Client.

3 F. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,
4 billings, and revenues available at one (1) location within the limits of the County of Orange. If
5 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
6 written approval to CONTRACTOR to maintain records in a single location, identified by
7 CONTRACTOR.

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

11 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
12 Clients be provided the right to access or receive a copy of their DRS and/or request addendum to their
13 records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered
14 entity that is:

- 15 1. The medical records and billing records about individuals maintained by or for a covered
16 health care provider;
- 17 2. The enrollment, payment, claims adjudication, and case or medical management record
18 systems maintained by or for a health plan; or
- 19 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

20 I. CONTRACTOR may retain Client, and/or patient documentation electronically in accordance
21 with the terms of this Agreement and common business practices. If documentation is retained
22 electronically, CONTRACTOR shall, in the event of an audit or site visit:

- 23 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
24 or site visit.
- 25 2. Provide auditor or other authorized individuals access to documents via a computer
26 terminal.
- 27 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
28 requested.

29 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
30 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
31 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
32 or regulation, and copy ADMINISTRATOR on such notifications.

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

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

XXII. RESEARCH AND PUBLICATION

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

- 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
- 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
- 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

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

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

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

- 5 1. The loss of CONTRACTOR of legal capacity.
- 6 2. Cessation of services
- 7 3. The delegation or assignment of CONTRACTOR's services, operation, or administration to
8 another entity without prior written consent of COUNTY.
- 9 4. The following occurrence by any physician or licensed person employed or provided
10 privileges by CONTRACTOR and providing services pursuant to this Agreement:
 - 11 a. The neglect of any required duty.
 - 12 b. The continued incapacity to perform duties.
 - 13 c. Unethical conduct or malpractice
 - 14 d. COUNTY may waive termination under this subparagraph XXVII.D.4 if
15 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted
16 pursuant to this Agreement.
 - 17 5. The loss of accreditation or any license required by the License and Laws Paragraph of this
18 Agreement.

19 6. EMERGENCY DEPARTMENT CLOSURE/LOSS OF LICENSE

20 a. CONTRACTOR shall give COUNTY thirty (30) calendar days prior written notice and
21 shall terminate this Agreement in the event that CONTRACTOR loses its general acute care license, or
22 no longer intends to operate at least a Basic Emergency Service, without any cure period,
23 notwithstanding any other prior or subsequent provisions of this Agreement. Such notice shall include
24 the date that operation of its Emergency Service will cease. Payments to CONTRACTOR shall
25 continue for services provided up to the date of termination. CONTRACTOR terminating for such
26 reason shall pay back any funds as may be required pursuant to this Agreement.

27 b. In the event that CONTRACTOR ceases to operate at least a Basic Emergency Service
28 at any time during this Agreement, for reasons other than those specified in Subparagraph XXVII.D.4
29 above, and CONTRACTOR fails to notify COUNTY of said action, COUNTY shall immediately
30 terminate this Agreement. Payments to CONTRACTOR shall continue for services provided up to the
31 date of termination and CONTRACTOR shall pay back any funds as may be required pursuant to this
32 Agreement.

33 E. Termination of this Agreement for any reason shall result in payment to CONTRACTOR, for
34 emergency and stabilization services which may be provided by CONTRACTOR after termination as
35 required by law, at rates established by COUNTY in accordance with this Agreement for
36 Non-Contracting Hospitals.

37 //

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

8 G. If state law or a court of competent jurisdiction determines that MSN Enrollees are fully
9 covered by the State Medi-Cal Program, or any other State program, all obligations and rights related to
10 such persons under this Agreement shall be suspended while such court order is effective, or
11 CONTRACTOR and COUNTY shall have the right to terminate this Agreement upon ten (10) calendar
12 days prior written notice given the other Parties and without any cure period, notwithstanding any other
13 prior or subsequent provisions of this Agreement.

14 H. CONTINGENT FUNDING

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

- 16 a. The continued availability of federal, state and county funds for reimbursement of
- 17 COUNTY's expenditures, and
- 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
- 19 approved by the Board of Supervisors.

20 2. In the event such funding is subsequently reduced, resulting in COUNTY's inability to
21 reimburse CONTRACTOR in accordance with Exhibit B to the Agreement, or terminated, COUNTY
22 may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice to
23 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced funding which
24 impacts COUNTY's ability to reimburse CONTRACTOR in accordance with Exhibit B to the
25 Agreement, or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated
26 terms and may terminate the Agreement prior to the effective date of the renegotiated Agreement.

27 I. AMENDMENT

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

32 2. If CONTRACTOR does not return a fully executed Amendment by the date specified,
33 COUNTY or CONTRACTOR may terminate this Agreement; provided, however, COUNTY shall first
34 notify CONTRACTOR and then give thirty (30) days prior written notice to CONTRACTOR, which
35 notice shall be given no later than fifteen (15) days after the fully executed Amendment was due to
36 ADMINISTRATOR. At ADMINISTRATOR's discretion, a cure period may be provided to
37 CONTRACTOR.

1 J. In the event this Agreement is terminated by either Party as allowed herein, CONTRACTOR
2 shall do the following:

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

5 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
6 performance.

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

9 4. If patients are to be transferred to another facility for services, furnish ADMINISTRATOR,
10 upon request, all patient information and records deemed necessary by ADMINISTRATOR to effect an
11 orderly transfer.

12 5. Assist ADMINISTRATOR in effecting the transfer of patients in a manner consistent with
13 the patients best interests.

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

17
18 **XXVIII. THIRD PARTY BENEFICIARY**

19 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties
20 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
21 Agreement.

22
23 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 «UC_NAME»«UC_DBA»

5 «UC_DBA»

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

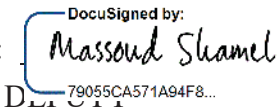
13
14 TITLE: _____

15
16
17
18
19 COUNTY OF ORANGE

20
21
22
23 BY: _____ DATED: _____

24 HEALTH CARE AGENCY

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

30
31 BY:  _____ DATED: 4/22/2019
32
33

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME» «UC_DBA»
JULY 1, 2019 THROUGH JUNE 30, 2021

TOBACCO SETTLEMENT REVENUE SERVICES

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

//

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

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

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

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

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

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

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

37 //

1 12. “Direct Vision Service” means a face-to-face contact between a patient and an Optometrist
2 or other licensed vision care provider or specialist, skilled and licensed in vision care services, for the
3 purpose of prevention, assessment, diagnosis, or treatment of vision problems. The appointment may
4 include x-rays and a comprehensive examination of the patient’s vision. The purpose of the
5 examination is both to observe any vision problems and to establish a baseline. For a Direct Vision
6 Service to be defined as a visit, the contact and provision of Direct Vision Services must be recorded in
7 the patient’s record.

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

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

20 15. “FQHC” means a fully licensed community clinic that has been licensed by the State of
21 California, or is exempt from such licensure, and designated by the Federal Government as a Federally
22 Qualified Health Center. For the purposes of this Agreement, FQHCs shall also include FQHC
23 Look-Alikes.

24 16. “Physical Separation” means, for any CONTRACTOR engaging in the provision of
25 Abortion Services, a separate and distinct location, including a separate entrance, clearly distinguishing
26 the services and operations funded through the Agreement from those where Abortion Services are
27 provided.

28 17. “Tobacco Settlement Revenue Funds” or “TSR Funds” means those Tobacco Settlement
29 Revenue funds received by COUNTY, pursuant the Codified Ordinances of Orange County, Title 1,
30 Division 4, Article 14, to be distributed to nonprofit community clinics, mobile health clinics, university
31 and hospital-affiliated clinics, so that children and families receive immunizations, primary, specialty
32 and dental health care services.

33 18. “Uncompensated Care Visit” or “UCC Visit” means any visit provided to an Unfunded
34 Patient that meets the definition of Direct Medical Service, Direct Dental Service, Direct Mental Health
35 Service, Direct Physical Therapy, and/or Direct Vision Service and would be reimbursable in
36 accordance with the Agreement, whether or not there is sufficient funding allocated to CONTRACTOR
37 for reimbursement of all provided Uncompensated Care Visits.

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

5 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Common Terms and Condition Paragraph of this Exhibit A to the Agreement.

7
8 **II. BUDGET**

9 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph and
10 CONTRACTOR’s individual Maximum Obligation for each Period as set forth in this Exhibit A to the
11 Agreement.

12 B. The parties agree that the total of all Uncompensated Care Visits reported to
13 ADMINISTRATOR shall be the official data used to complete the allocation calculations set forth
14 Paragraph II.C below. The UCC Visits that shall be used for calculating for each applicable Period are
15 as follows:

16 1. Period One calculations shall be based on the total of all UCC Visits provided between
17 January 1, 2019 and December 31, 2019.

18 2. Period Two calculations shall be based on the total of all UCC Visits provided between
19 January 1, 2020 and December 31, 2020.

20 C. BUDGET ALLOCATION METHODOLOGY

21 1. TSR Funds shall be allocated to Contracting Clinics for each Period based on total reported
22 Uncompensated Care Visits.

23 2. Prior to ADMINISTRATOR calculating the allocation, an audit of reported uncompensated
24 care for each Contracting Clinic will be conducted to validate total visit counts during the first quarter
25 following the close of the CY reported. Visit data reported to OSHPD will be compared to data
26 submitted to COUNTY. Any variances in data submitted above five percent (5%) as identified by
27 ADMINISTRATOR, shall require CONTRACTOR reconciliation and correction prior to the final
28 deadline for OSHPD correction submissions. If variant visit data submitted to COUNTY is not
29 corrected or remains unexplained, Contracting Clinic’s OSHPD data submission will be used as the
30 basis for final allocation calculations per Period.

31 3. ADMINISTRATOR shall identify the amount of available TSR Funds for each Period and
32 make adjustments to the amount of available TSR funds as follows:

33 a. The available TSR Funding shall be reduced by \$150,000. This funding shall be set
34 aside for at the first of each Period for any new Contracting Clinics that may enter the Master
35 Agreement during any given Period.

36 1) New Contracting Clinics shall be allocated \$75,000 each Period for their first two
37 (2) years of operation, as determined by ADMINSTRATOR and the level of UCC Visits provided by

1 the new Contracting Clinic. After the two year period, the new Contracting Clinic shall be subject to the
2 allocation methodology described in subparagraph II.C.4. below.

3 2) New Contracting Clinics that do not spend their entire first year allocation of
4 \$75,000, may roll-over the unspent funds to be used in their second year of operation, provided that the
5 total allocated to the new Contracting Clinic, over a two (2) year period does not exceed \$150,000.

6 b. The available TSR Funding shall be reduced by \$75,000, plus the amount of any
7 rollover funds as specified in subparagraph II.C.3.a.2) above for new Contracting Clinics identified in a
8 prior Period, which are now in the second year of operation.

9 c. The available TSR Funding shall be reduced by any specific Contracting Clinic
10 allocation that may have been rolled over from a prior Period in accordance with subparagraph III.B.3.
11 of this Exhibit A to the Agreement.

12 d. Unallocated TSR Funds or unspent TSR Funds remaining at the end of a Period may be
13 added to the available TSR Funds for the subsequent Period.

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

19 D. BUDGET ALLOCATION DISTRIBUTION

20 1. The Budget Distribution of TSR Funds for Period One is as follows:

21		
22	AltaMed Health Services Corporation	\$ 768,045
23	Integrated Community Healthcare Solutions dba Buena	35,000
24	Park Community Clinic	
25	Camino Health Center	459,850
26	Center for Inherited Blood Disorders	33,396
27	Central City Community Health Center, Inc.	182,304
28	Children’s Hospital of Orange County	20,497
29	Families Together of Orange County	67,600
30	Friends of Family Health Center	120,329
31	Vista Community Clinic	99,962
32	Healthy Smiles for Kids of Orange County	6,983
33	Hurt Family Health Clinic	137,000
34	Korean Community Services, Inc.	57,999
35	Laguna Beach Community Clinic	45,326
36	Livingstone Community Development Corporation	50,000
37	Nhan Hoa Comprehensive Health Care Clinic	236,844

1	North Orange County Regional Health Foundation	35,691
2	Obria Medical Clinics of Southern California	59,356
3	Reproductive Health Care Center, Inc. dba Sierra Health	60,035
4	Center	
5	Serve the People, Inc. dba Serve the People Community	329,144
6	Health Center	
7	Share Our Selves Corporation	753,981
8	St. Jeanne de Lestonnac Free Clinic dba Lestonnac Free	830,796
9	Clinic	
10	St. Jude Neighborhood Health Centers	648,136
11	Regents of the University of California on behalf of UC	188,253
12	Irvine Family Health Center - Anaheim and Santa Ana	
13	Southland Integrated Services, Inc.	50,000
14	NEW CLINICS	<u>150,000</u>
15	TOTAL	\$ 5,426,527

16
 17 2. The amount of adjusted available TSR Funds, as determined in subparagraph C above, shall
 18 be allocated to all Contracting Clinics based upon the ratio of UCC Visits provided by each Contracting
 19 Clinic to the total UCC Visits provided by all Contracting Clinics based on the formula below:

20
 21
 22 Contracting Clinic = $\left[\frac{\text{Contracting Clinic's UCC}}{\text{All Contracting Clinics' UCC}} \right]$ X Adjusted Available
 23 Share (equals) (divided by) (times) TSR Funds as
 24 determined by
 25 ADMINISTRATOR

26
 27 3. The number of UCC Visits to be provided by each Contracting Clinic for each Period shall
 28 be calculated based on the amount allocated to each Contracting Clinic for each Period.

29 a. Prior to the beginning of each Period, CONTRACTOR shall have the opportunity to
 30 review how its TSR Fund allocation was calculated and shall have an opportunity to provide or update
 31 information impacting its allocation within announced deadlines.

32 b. Prior to the beginning of each Period, CONTRACTOR shall also review the proposed
 33 number of UCC Visits to be funded by its allocation and make recommendations for any changes.

34 c. CONTRACTOR will receive notification of final distribution amount no later than
 35 thirty (30) days prior to the start of the applicable Period.

36 //
 37 //

1 d. If CONTRACTOR is participating in the WPC Pilot Application, CONTRACTOR
2 agrees that funds withheld for the IGT, and the matching financial participation, shall be paid to
3 CONTRACTOR in accordance with Exhibit B to this Agreement.

4 4. The distribution calculations may be amended by ADMINISTRATOR under one or more
5 of the following circumstances, and for each occurrence, ADMINISTRATOR will prepare an amended
6 subparagraph II.D.1. of this Exhibit A to the Agreement:

- 7 a. Deletion of a Contracting Clinic participant in this Agreement.
- 8 b. Addition of a new Contracting Clinic participant in this Agreement.
- 9 c. Any change in corporate ownership of a Contracting Clinic.
- 10 d. Any change in CONTRACTOR eligibility for funding.
- 11 e. Any change in Tobacco Settlement Revenue funds received by COUNTY.
- 12 f. Any change in a Contracting Clinic’s percent of UCC Visits which would in turn affect
13 the distribution of Tobacco Settlement Revenue Funds specified herein.
- 14 g. Any correction to the distribution amount as a result of calculation error by
15 ADMINISTRATOR that is not due to any error in reporting by any Contracting Clinic.
- 16 h. Any correction following a review or audit of CONTRACTORS uncompensated visits
17 used to determine the distribution amount.
- 18 i. A change in any Contracting Clinic’s status as a WPC Contracting clinic and/or the
19 amount of TSR funding allocated as match to the WPC Program.

20 5. CONTRACTOR agrees that said amended subparagraph II.D.1. of this Exhibit A to the
21 Agreement may be provided to the Coalition of Orange County Community Clinics for distribution to
22 all Contracting Clinics.

23 6. The Parties agree that until the TSR Funds are actually received by COUNTY, the amount
24 of Tobacco Settlement Revenue is estimated and based on the budget approved by Orange County
25 Board of Supervisors each Fiscal Year.

26 7. The Parties agree that rounding corrections may be made by ADMINISTRATOR prior to
27 distribution of funds.

28 8. The Parties agree that a Budget Distribution table for Period Two shall be developed based
29 on TSR Funds available and adjustments made from the previous year in accordance subparagraph II.C
30 of this Exhibit A to the Agreement.

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

33
34 **III. PAYMENTS**

35 A. COUNTY shall pay CONTRACTOR at the following rates per visit; provided, however, that
36 the total of all payments to all Contracting Clinics does not exceed the Aggregate Maximum Obligation
37 for each Period as specified in the Referenced Contract Provisions of the Agreement.

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

6 6. If, based on the reimbursement of services throughout each Period, the balance of
 7 CONTRACTOR's maximum obligation for any period is not sufficient to cover the full rate per service
 8 as specified in Paragraph A above, ADMINISTRATOR may authorize a partial payment of any eligible
 9 visit at an amount not to exceed the balance of CONTRACTOR's maximum obligation for the Period.

10 B. CONTRACTOR may request to use the identified funding for equipment and infrastructure
 11 upon ADMINISTRATOR'S written approval.

12 1. ADMINISTRATOR'S written approval must be obtained before the CONTRACTOR
 13 purchases any equipment or commences any structural improvement projects. CONTRACTOR shall
 14 provide documentation necessary for the ADMINISTRATOR to approve Equipment/Structural
 15 Improvement expenditures, including how the requested use of the funds will ensure continuation and/or
 16 expansion of services to Unfunded Patients.

17 2. CONTRACTOR and ADMINISTRATOR shall mutually agree on how CONTRACTOR is
 18 to be reimbursed if use of all or part of CONTRACTOR's funding for any Period is approved for
 19 equipment and/or infrastructure needs.

20 3. CONTRACTOR shall make every reasonable effort to incur costs for the equipment and/or
 21 infrastructure needs within the Period that the funds were allocated. CONTRACTOR may request
 22 approval, in writing, from ADMINSTRATOR, to roll over any funds related to the authorized request;
 23 provided, however, that such request must be submitted and approved before the end of the applicable
 24 Period.

25 C. PAYMENT METHOD

26 1. COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded
 27 Patients at the rates per service specified in Subparagraph A.; provided however, that the total of all
 28 payments to CONTRACTOR shall not exceed CONTRACTOR's Maximum Obligation for each Period
 29 and provided further that the total of all payments to all Contracting Clinics does not exceed the
 30 Aggregate Maximum Obligation for each Period as specified in the Referenced Contract Provisions of
 31 the Agreement.

32 2. CONTRACTOR agrees that all payments are interim payments only, and subject to the
 33 final year-end reconciliation.

34 D. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
 35 such information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each
 36 month, and payments to CONTRACTOR should be released by COUNTY no later than

37 //

1 twenty-one (21) days after receipt of the correctly completed invoice form. Invoices received from
2 CONTRACTOR after the tenth (10th) working day of the month may not be paid within the same
3 month.

4 E. CONTRACTOR agrees that, at ADMINISTRATOR’s sole discretion, COUNTY shall not be
5 obligated to reimburse CONTRACTOR for invoices submitted later than ninety (90) calendar days
6 following the end of a month.

7 F. All billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source
8 documentation including, but not limited to, ledgers, books, and records of services provided.

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

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

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

16 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
17 Payments Paragraph of this Exhibit A to the Agreement.

18
19 **IV. REPORTS**

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

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

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

28
29 **V. SERVICES**

30 **A. SERVICES TO BE PROVIDED:**

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

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

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

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

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

11 B. STAFFING

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

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

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

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

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

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1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 COMMUNITY CLINIC SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «UC_NAME» «UC_DBA»
8 JULY 1, 2019 THROUGH DECEMBER 31, 2020

9
10 **WHOLE PERSON CARE SERVICES**

11
12 **I. COMMON TERMS AND DEFINITIONS**

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

15 1. “Beneficiary” means a person, enrolled in Orange County’s Managed Care Plan and
16 meeting the Medi-Cal eligibility requirements set forth in the California’s Medicaid State Plan based on
17 the requirements set forth in Title XIX of the Social Security Act.

18 2. “CalOptima” means Managed Care Plan contracting with DHCS to administer the Medi-
19 Cal Program in Orange County.

20 3. “Homeless Management Information System” or “HMIS” means the regional (Orange
21 County) database of clients and services providers that track service needs and usage for homeless and
22 those at risk of becoming homeless.

23 4. “Intermediary” means the organization, under a separate agreement, and any amendments
24 thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing
25 CONTRACTOR for Recuperative Care Services provided persons eligible for the MSN Program.

26 5. “Medical Safety Net Program” or “MSN Program” means the County’s Program
27 responsible for its California Welfare & Institutions Code (W&I) 17000 obligations.

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

30 7. “Recuperative Care” or “Medical Respite Care” means short-term care and case
31 management provided to individuals recovering from an acute illness or injury that generally does not
32 necessitate hospitalization, but would be exacerbated by the individuals’ living conditions (e.g., street,
33 shelter, or other unsuitable places).

34 8. “Special Terms and Conditions” or “STCs” means the document (Number 11-W-00193/9),
35 issued by the Centers for Medicare & Medicaid Services (CMS) to the DHCS (State), setting forth the
36 conditions and limitations on the State’s 1115(a) Medicaid Demonstration Waiver, known as “Medi-Cal
37 2020.” The document describes in detail the nature, character and extent of CMS involvement in the

1 Waiver and the State’s obligations to CMS. The parties acknowledge that requirements in the STCs,
2 including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be
3 deemed as COUNTY’s obligation to the State.

4 9. “Whole Person Care Pilot Program” or “WPC Pilot” or “WPC Program” means the specific
5 program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications
6 released by DHCS to address the specific requirements in the STCs commencing with STC 110, which
7 allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who
8 have been identified as high users of multiple systems and continue to have poor health outcomes.

9 10. “WPC Agreement” means the agreement between COUNTY and DHCS for participation in
10 the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020,
11 as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be
12 implemented in Orange County.

13 11. “WPC CalOptima Recuperative Care Agreement” means the Agreement between the
14 COUNTY and CalOptima for reimbursement of recuperative care bed days.

15 12. “WPC Collaborative” means the group of community partners, public agencies or
16 departments, and other organizations responsible who have agreed to come together to share financial,
17 knowledge, and human resources to collectively achieve the desired outcomes of the WPC Pilot
18 Program.

19 13. “WPC Beneficiary” means a Beneficiary who is eligible to receive services provided by the
20 WPC Program and has been identified as being homeless. For the purposes of the WPC Pilot, “being
21 homeless” describes individuals or families who:

- 22 a. Lack a fixed, regular, and adequate nighttime residence; or,
- 23 b. Have a primary nighttime residence that is a public or private place not designed for, or
24 ordinarily used as, a regular a regular sleeping accommodation for human beings, including a car, park,
25 abandoned building, bus or train station, airport, or camping ground; or,
- 26 c. Are living in a supervised publicly or privately operated shelter designated to provide
27 temporary living arrangements (including hotels and motels paid for by federal, State, or local
28 government programs for low-income individuals or by charitable organizations), congregate shelters,
29 and transitional housing; or,
- 30 d. Reside in a shelter or place not meant for human habitation and is exiting an institution
31 where he or she temporarily resided; or,
- 32 e. Otherwise meet the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

33 14. “WPC Participating Entity” means an organization, entity, or public agency or department
34 that has agreed to have an active role in the WPC Pilot through agreements or memoranda of
35 understanding with COUNTY acting as the Lead Agency for the WPC Pilot.

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1 15. "WPC Steering Committee" means an advisory committee established in accordance with a
2 directive from COUNTY's Board of Supervisors to provide high-level support, advocacy, and
3 enablement for the WPC Pilot Project.

4 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 Common Terms and Condition Paragraph of this Exhibit B to the Agreement.

6
7 **II. BUDGET**

8 A. If CONTRACTOR is a WPC Participating Entity, COUNTY shall pay CONTRACTOR in
9 accordance with the Payments Paragraph of this Exhibit B and CONTRACTOR's individual Maximum
10 Obligation for each Period as set forth in the Budget Distribution table described in accordance with
11 Paragraph II. C of Exhibit A to the Agreement.

12 1. CONTRACTOR agrees that the corresponding Maximum Obligations for each Period, may
13 be adjusted by mutual written agreement of ADMINISTRATOR and CONTRACTOR during the term
14 of the Agreement; provided, however that the total of any such adjustments shall not cause the total
15 budget to exceed the Aggregate Maximum Obligation for each Period as set forth in the Referenced
16 Contract Provisions of the Agreement.

17 2. CONTRACTOR agrees its status as a WPC Participating Entity, and/or the amount of
18 funding CONTRACTOR allocates to as match to the WPC Program may be adjusted by mutual written
19 agreement of ADMINISTRATOR and CONTRACTOR during the term of the Agreement; provided,
20 however that the total of any such adjustments shall not cause the total budget to exceed the Aggregate
21 Maximum Obligation for each Period as set forth in the Referenced Contract Provisions of the
22 Agreement.

23 3. ADMINISTRATOR may add additional Contracting Clinics as WPC Participating Entities
24 during the term of the Agreement; provided, however that the total of any such additional WPC
25 Participating Entities shall not cause the total budget to exceed the Aggregate Maximum Obligation for
26 each Period as set forth in the Referenced Contract Provisions of the Agreement.

27 **B. BUDGET ALLOCATION DISTRIBUTION**

28 1. The following Contracting Clinics have agreed to participate in COUNTY's Whole Person
29 Care (WPC) Pilot Program in accordance with Paragraph V. of this Exhibit B to the Agreement.
30 Further, these Contracting Clinics have agreed to allow COUNTY to withhold the following specified
31 amounts from their TSR allocations as calculated in Exhibit A to this Agreement for the purposes of
32 providing an Intergovernmental Transfer (IGT) to DHCS and receiving matching Federal Financial
33 Participation (FFP).

34 a. WPC Participating Clinics and committed portion of the TSR Allocation to the WPC
35 IGT:

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	Period One	Period Two
<u>Contracting Clinic</u>	TSR Commitment	TSR Commitment
Buena Park Community Clinic	\$ 35,000	\$ 35,000
Families Together of Orange County	50,000	50,000
Hurt Family Health Clinic, Inc.	137,000	137,000
Korean Community Services, Inc.	55,000	55,000
Livingstone Community Development Corporation	50,000	50,000
North Orange County Regional Health Foundation	25,000	25,000
Serve the People, Inc.	200,000	200,000
Share Our Selves Corporation	200,000	200,000
Southland Integrated Services Inc.	<u>50,000</u>	<u>50,000</u>
TOTAL:	\$802,000	\$802,000

b. The above table may be modified to add or remove Contracting Clinics with respect to participation in the WPC Program. In the event CONTRACTOR is no longer participating in the WPC Program, the TSR funds designated as match to WPC shall be added back to the funding available for CONTRACTOR for services provided in accordance with Exhibit A to this Agreement.

III. PAYMENTS

A. If CONTRACTOR is participating in the WPC Program, COUNTY shall pay CONTRACTOR up to the following amounts per Period for its participation in the WPC Program from July 1, 2019 through December 31, 2020:

<u>Contracting Clinic</u>	Period One	Period Two
Buena Park Community Clinic	\$ 87,500	\$ 43,750
Families Together of Orange County	100,000	50,000
Hurt Family Health Clinic, Inc.	342,500	171,250
Korean Community Services, Inc.	137,500	68,750
Livingstone Community Development Corporation	100,000	50,000
North Orange County Regional Health Foundation	50,000	25,000
Serve the People, Inc.	500,000	250,000
Share Our Selves Corporation	500,000	250,000
Southland Integrated Services Inc.	<u>100,000</u>	<u>50,000</u>
TOTAL:	\$1,917,500	\$958,750

B. COUNTY shall pay CONTRACTOR at the following monthly amounts, in arrears, not to exceed the total per Period amount, referenced in subparagraph III.A. above:

<u>Contracting Clinic</u>	Monthly Payment (not to exceed total Period amount referenced in subparagraph III.A. above)
Buena Park Community Clinic	\$ 7,292
Families Together of Orange County	8,334
Hurt Family Health Clinic, Inc.	28,542
Korean Community Services, Inc.	11,459
Livingstone Community Development Corporation	8,334
North Orange County Regional Health Foundation	4,167
Serve the People, Inc.	41,667
Share Our Selves Corporation	41,667
Southland Integrated Services Inc.	<u>8,334</u>
TOTAL:	\$159,796

C. Reimbursement shall be based on CONTRACTOR reporting to ADMINISTRATOR and entering into WPC Connect the number of WPC Beneficiaries receiving services through CONTRACTOR.

1. "Collective per member per month" means the number of WPC Beneficiaries reported by all WPC participating hospitals and community clinics. As of the execution of this Agreement, the collective per member per month is equal to two thousand, two hundred, and twenty (2,220).

2. If the total number of WPC beneficiaries reported to ADMINISTRATOR is equal to or greater than the target number of WPC Beneficiaries specified in the WPC Agreement, CONTRACTOR shall be reimbursed its monthly WPC amount.

3. If CONTRACTOR fails to report or use WPC Connect, ADMINISTRATOR may withhold payment.

D PAYMENT METHOD

1. COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the amount specified in subparagraph III.A.1.; provided however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR's Maximum Obligation for each Period and provided further that the total of all payments to all Contracting Clinics does not exceed the Aggregate Maximum Obligation for each Period as specified in the Referenced Contract Provisions of the Agreement.

2. CONTRACTOR agrees that all payments are interim payments only, and subject to final Period-end reconciliation.

3. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Invoices are due by the tenth (10th) working day

1 of each month, and payments to CONTRACTOR should be released by COUNTY no later than
2 twenty-one (21) days after receipt of the correctly completed invoice form. Invoices received from
3 CONTRACTOR after the tenth (10th) working day of the month may not be paid within the same
4 month.

5 4. CONTRACTOR agrees that, at ADMINISTRATOR's sole discretion, COUNTY shall not
6 be obligated to reimburse CONTRACTOR for invoices submitted later than ninety (90) calendar days
7 following the end of a month.

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

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

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

15 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Payments Paragraph of this Exhibit B to the Agreement.

17
18 **IV. REPORTS**

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

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

25 C. CONTRACTOR shall input any and all services provided to a WPC Beneficiary into WPC
26 Connect.

27 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
28 Reports Paragraph of this Exhibit B to the Agreement.

29
30 **V. SERVICES**

31 **A. SERVICES TO BE PROVIDED:**

32 1. Contracting Clinics desiring to participate in the WPC Program must:

33 a. Commit to the allocation of the same amount of TSR each year remaining in the WPC
34 Program.

35 b. Submit a budget to ADMINISTRATOR for each year of the WPC, with each year
36 being funded at an identical level.

37 c. Submit a description of the services to be provided in support of the WPC.

1 d. Agree, to the best of its ability, to participate and support the data sharing and
2 infrastructure mechanisms developed and implemented through the WPC.

3 2. CONTRACTOR will provide outreach and navigation services to WPC Beneficiaries,
4 including but not limited to:

5 a. Engagement– developing trusting relationships, providing emotional support, assessing
6 needs, defining service goal for immediate and long term needs

7 b. Crisis Intervention

8 c. Development of: problem solving and coping skills: self-talk/reframing, obtainment of
9 social support systems, etc.

10 d. Providing or linking to resources, such as:

11 1) Clothes – “Community Closet”

12 2) Hygiene products

13 3) Bus passes/other transportation

14 4) Follow-up/ appt. Reminders

15 5) Recuperative Care Placement

16 6) Coordinated Entry

17 7) Homeless programs

18 8) Veteran Services/Domestic Violence Services/Older Adults Services/Transitional

19 Age Youth Programs

20 9) Detox/rehab

21 10) Mental health programs/linkage with Behavioral Health Services

22 11) Employment programs/Training

23 12) Replacement Identification card/Social Security Card/Birth Certificate

24 13) PCP/clinic/urgent care/replacement medical cards

25 14) Dental services

26 15) Hot Meals/food banks

27 16) Showers /Laundry Services

28 17) Federal Phone

29 18) Social Security (SSDI/SSI)

30 19) Food Stamps/General Relief

31 20) Change of mailing address

32 21) Other resources linked to depending on unique circumstance

33 B. IGT – RECONCILIATION

34 1. COUNTY has submitted an application for a WPC Program to DHCS which requires
35 funding through an IGT mechanism.

36 a. TSR Funds qualify as public funds which may be transferred from COUNTY, through
37 an IGT, to DHCS for federal matching and return to COUNTY.

1 b. DHCS shall utilize the funds provided by COUNTY to obtain federal financial
2 participation to the full extent permitted by law in an amount equal to the amount of the IGT.

3 c. ADMINISTRATOR may add, and /or, delete, Contracting Clinic from participating in
4 the WPC Program, provided, however, the total of all TSR in the WPC Program is not exceeded.

5 1) The amount of TSR Funds to be used in the IGT is at the discretion of
6 CONTRACTOR and must be approved by ADMINISTRATOR.

7 2). Payment to CONTRACTOR for services in support of WPC services shall be
8 made, by COUNTY, monthly in arrears as specified in subparagraph III.A.1. of this Exhibit B to the
9 Agreement.

10 2. For each year of the WPC, ADMINISTRATOR shall compare the actual amount of TSR
11 allocated to CONTRACTOR, calculated in accordance with subparagraph II.D of Exhibit A of the
12 Agreement, to the IGT commitment made for each year of the WPC. ADMINISTRATOR shall
13 distribute these calculations to CONTRACTOR and the Orange County Coalition of Community Clinics
14 (Coalition)

15 a. If the total of actual calculated TSR Funds to be distributed to all Contracting Clinics
16 results in an allocation to CONTRACTOR that is greater than the total of the IGT amount specified for
17 the corresponding WPC Period, the difference shall be reimbursed to CONTRACTOR in accordance
18 with Paragraph III. of Exhibit A to the Agreement.

19 b.. If the total of actual calculated TSR Funds to be distributed to all Contracting Clinics
20 results an allocation to CONTRACTOR that is less than the total of the IGT amount specified for the
21 corresponding WPC Period, ADMINISTRATOR shall, in an amount equal to the difference between the
22 TSR Fund amount calculated and the amount committed to DHCS until each year within the WPC
23 Period is reconciled, allocate a portion of the next Fiscal Year's budgeted TSR Funds to the
24 CONTRACTOR to ensure the IGT commitment to DHCS is satisfied.

25 3. Following the end of the WPC grant period, if the total of all five (5) reconciled years
26 results in a TSR amount allocated to CONTRACTOR that is less than the total of the five (5) IGT
27 amounts specified for the WPC Periods, the difference shall be deducted from the FY 2021-22 TSR
28 Allocation due to CONTRACTOR.

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

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