

1 AGREEMENT FOR PROVISION OF  
2 MEDICAL SAFETY NET PROGRAM CLINIC SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 «UC\_NAME» «UC\_DBA»  
7 JULY 1, 2019 THROUGH JUNE 30, 2024  
8

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

16 WITNESSETH:  
17

18 WHEREAS, COUNTY, in order to meets is obligations under California Welfare & Institutions  
19 Code 17000 (W&I 17000), has established a Medical Safety Net (MSN) Program to provide services  
20 which are medically necessary to protect life, prevent significant disability, or prevent serious  
21 deterioration of health; and,

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

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

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

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

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

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

35 WHEREAS, COUNTY has entered into separate agreements for reimbursement of hospitals,  
36 physicians, and other medical providers for provision of other medical care services; and,  
37 //

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

3 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Clinic services  
4 described herein to the residents of Orange County; and

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

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

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1 REFERENCED CONTRACT PROVISIONS

2  
3 **Master Agreement Term:** July 1, 2019 through June 30, 2024

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

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

6 Period Three means the period July 1, 2021 through June 30, 2022

7 Period Four means the period July 1, 2022 through June 30, 2023

8 Period Five means the period July 1, 2023 through June 30, 2024

9  
10 Administrative/Claiming Responsibilities:

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

12 Period Two means the period July 1, 2020 through December 31, 2020

13 Period Three means the period July 1, 2022 through December 31, 2022

14 Period Four means the period July 1, 2023 through December 31, 2023

15 Period Five means the period July 1, 2024 through December 31, 2024

16  
17 **Basis for Reimbursement:** Fee-For-Service

18  
19 **Payment Method:** Payment in Arrears

20  
21 **CONTRACTOR DUNS Number:** «DUNS\_»

22  
23 **CONTRACTOR TAX ID Number:** «TAX\_ID\_»

24  
25 **Notices to COUNTY and CONTRACTOR:**

26  
27 COUNTY: County of Orange  
28 Health Care Agency  
29 Contract Services  
30 405 West 5th Street, Suite 600  
31 Santa Ana, CA 92701-4637

32  
33 CLINIC: «LC\_NAME»«LC\_DBA»  
34 «AUTH\_SIG\_NAME», «AUTH\_SIG\_TITLE»  
35 «ADDRESS»  
36 «CITY\_STATE\_ZIP»

37 //

## I. ACRONYMS

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

4	A. ACH	Acute Care Hospital
5	B. ARRA	American Recovery and Reinvestment Act 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 Law
26		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. PA DSS	Payment Application Data Security Standard
3	AJ. PC	California Penal Code
4	AK. PCI DSS	Payment Card Industry Data Security Standard
5	AL. PHI	Protected Health Information
6	AM. PII	Personally Identifiable Information
7	AN. PRA	California Public Record Act
8	AO. SIR	Self-Insured Retention
9	AP. HITECH Act	The Health Information Technology for Economic and Clinical Health
10		Act, Public Law 111-005
11	AQ. USC	United States Code
12	AR. 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.

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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  
5 | or 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  
29 | that 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. If  
4 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.

37 //

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.

3  
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.

37 //

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  
29 party 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  
31 between CONTRACTOR and County that may arise prior to or during the period of Agreement  
32 performance. While CONTRACTOR will be required to provide this information without prompting  
33 from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation  
34 status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever  
35 requested by COUNTY.

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37 //

**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  
3 all 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 which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed  
18 officials, officers, employees, agents and those special districts and agencies for which COUNTY's  
19 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any  
20 claims, demands or liability of any kind or nature, including but not limited to personal injury or  
21 property damage, arising from or related to CONTRACTOR's negligence or intentional misconduct in  
22 providing the services, products or other performances pursuant to this Agreement. If judgment is  
23 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
24 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
25 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
26 a jury apportionment.

27 B. COUNTY agrees to indemnify, defend with counsel, and hold CONTRACTOR, its officers,  
28 employees, agents, directors, members, shareholders and/or affiliates harmless from any claims,  
29 demands or liability of any kind or nature, including but not limited to personal injury or property  
30 damage, arising from or related to COUNTY's negligence or intentional misconduct in the performance  
31 of this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of  
32 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY  
33 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined  
34 by the court. Neither Party shall request a jury apportionment.

35 C. Each party agrees to provide the indemnifying party with written notification of any claim  
36 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days  
37 //



1 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,  
2 each party shall cooperate with the indemnifying party.

3 D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
4 required insurance, at CONTRACTOR’s expense and to submit to COUNTY the COI, including all  
5 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
6 Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage,  
7 Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this  
8 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to  
9 this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
10 CONTRACTOR.

11 E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
12 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an  
13 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
14 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
15 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
16 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
17 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
18 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
19 by COUNTY representative(s) at any reasonable time.

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

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

29 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any  
30 duty to indemnify or hold harmless; and

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

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

36 H. QUALIFIED INSURER

37 //

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

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

9 I. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 10 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
<b><u>Coverage (continued)</u></b>	<b><u>Minimum Limits (continued)</u></b>
Business Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims - made
Professional Liability Insurance	\$3,000,000 per claims made \$3,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

31  
32  
33 **J. REQUIRED COVERAGE FORMS**

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

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

1 K. REQUIRED ENDORSEMENTS

2 1. The Commercial General Liability policy shall contain the following endorsements, which  
3 shall accompany the COI:

4 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least  
5 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*  
6 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**  
7 **WRITTEN AGREEMENT.**

8 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
9 least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-  
10 insurance maintained by the County of Orange shall be excess and non-contributing.

11 2. The Network Security and Privacy Liability policy shall contain the following  
12 endorsements which shall accompany the COI:

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

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

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

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

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

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

33 P. If CONTRACTOR’s Professional Liability and Network Security & Privacy are “Claims -  
34 Made” policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the  
35 completion of the Agreement.

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

1 R. Insurance certificates should be forwarded to the agency/department address listed on the  
2 solicitation.

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

6 T. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
7 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
8 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
9 adequately protect COUNTY.

10 U. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
11 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
12 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
13 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
14 to all legal remedies.

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

18 W. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

37 //

1 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
2 CONTRACTOR’s monthly invoice.

3 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
4 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
5 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
6

7 **XII. INSPECTIONS AND AUDITS**

8 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
9 of the State of California, the Secretary of the United States Department of Health and Human Services,  
10 the Comptroller General of the United States, or any other of their authorized representatives, shall to  
11 the extent permissible under applicable law have access to any books, documents, and records,  
12 including but not limited to, financial statements, general ledgers, relevant accounting systems, medical  
13 and Client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of  
14 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or  
15 making transcripts during the periods of retention set forth in the Records Management and  
16 Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or  
17 otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are  
18 provided.

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

23 C. AUDIT RESPONSE

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

29 2. If the audit reveals that money is payable from one Party to the other, that is,  
30 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
31 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty  
32 (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
33 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY  
34 may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by  
35 an amount not to exceed the reimbursement due COUNTY.

36 //

37 //

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

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

8  
9 **XIII. LICENSES AND LAWS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

21  
22 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

32 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
33 available social media sites) in support of the services described within this Agreement,  
34 CONTRACTOR shall develop social media policies and procedures and have them available to  
35 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
36 forms of social media used to either directly or indirectly support the services described within this  
37 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as

1 they pertain to any social media developed in support of the services described within this Agreement.  
2 CONTRACTOR shall also include any required funding statement information on social media when  
3 required by ADMINISTRATOR.

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

6  
7 **XV. NONDISCRIMINATION**

8 **A. EMPLOYMENT**

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

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

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

30 **B. SERVICES, BENEFITS, AND FACILITIES** – For all Clients with the same medical need or  
31 condition, CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits,  
32 or in the accommodation in facilities on the basis of race, religious creed, color, national origin,  
33 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,  
34 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in  
35 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -  
36 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975  
37 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of



1 the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all  
2 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state  
3 law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
4 Nondiscrimination Paragraph, discrimination includes, but is not limited to the following based on one  
5 or more of the factors identified above:

- 6 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 7 2. Providing any service or benefit to a Client which is different or is provided in a different  
8 manner or at a different time from that provided to other Clients.
- 9 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
10 others receiving any service or benefit.
- 11 4. Treating a Client differently from others in satisfying any admission requirement or  
12 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
13 any service or benefit.
- 14 5. Assignment of times or places for the provision of services.

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

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

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

26 D. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of  
27 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),  
28 and the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.; as implemented  
29 in 29 CFR 1630), pertaining to the prohibition of discrimination against qualified persons with  
30 disabilities in all programs or activities, as they exist now or may be hereafter amended together with  
31 succeeding legislation.

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

37 //

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

4  
5 **XVI. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

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

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

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

33  
34 **XVII. NOTIFICATION OF DEATH**

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

37 //

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

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

7 2. WRITTEN NOTIFICATION

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

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

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

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

20  
21 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

29  
30 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22  
23 **XX. RESEARCH AND PUBLICATION**

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

27  
28 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

35 B. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
37 federal or California Minimum Wage to all its employees that directly or indirectly provide services

1 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall make its best efforts to  
2 require and verify that all its contractors or other persons providing services pursuant to this Agreement  
3 on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or  
4 California Minimum Wage.

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

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

12  
13 **XXII. SEVERABILITY**

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

19  
20 **XXIII. STATUS OF CONTRACTOR**

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

32  
33 **XXIV. TERM**

34 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
35 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference  
36 Contract Provisions of this Agreement or the execution date, whichever is later. This specific  
37 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless

1 otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to  
2 perform such duties as would normally extend beyond this term, including but not limited to,  
3 obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

6  
7 **XXV. TERMINATION**

8 A. Except as otherwise provided below, neither Party may terminate Agreement.

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

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

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

- 19 1. The loss of CONTRACTOR of legal capacity.
- 20 2. Cessation of services.
- 21 3. The delegation or assignment of CONTRACTOR’s services, operation, or administration  
22 to another entity without prior written consent of COUNTY.
- 23 4. The following occurrence by any physician or licensed person employed or provided  
24 privileges by CONTRACTOR and providing services pursuant to this Agreement:
- 25 a. The neglect of any required duty.
- 26 b. The continued incapacity to perform duties.
- 27 c. Unethical conduct or malpractice.
- 28 d. COUNTY may waive termination under this subparagraph XIX.D.4 if

29 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted  
30 pursuant to this Agreement.

31 5. The loss of accreditation or any license required by the License and Laws Paragraph of 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 A and B to the Agreement, or terminated,  
22 COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written  
23 notice to CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced funding  
24 which 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  
6 contract 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 Clients in a manner consistent with  
13 the Clients 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  
16 or under this Agreement.

17  
18 **XXVI. 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 **XXVII. 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.

29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

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

3  
4 «UC\_NAME» «UC\_DBA»  
5

6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
8

9 TITLE: \_\_\_\_\_  
10

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

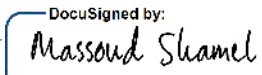
13 TITLE: \_\_\_\_\_  
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16  
17  
18 COUNTY OF ORANGE  
19

20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
22

23 HEALTH CARE AGENCY

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

28  
29 BY  \_\_\_\_\_ DATED: 4/17/2019  
30  
31

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.

1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 MEDICAL SAFETY NET PROGRAM CLINIC SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 «UC\_NAME» «UC\_DBA» «UC\_DBA»  
8 JULY 1, 2019 THROUGH JUNE 30, 2024  
9

10 **I. PREAMBLE**

11 The Medical Safety Net (MSN) Program provides services that are medically necessary to protect  
12 life, prevent significant disability, or prevent serious deterioration of health. With respect to medical  
13 criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical  
14 condition that if left untreated would result in serious deterioration of health with an initial intake  
15 through a Hospital’s emergency department.  
16

17 **II. COMMON TERMS AND DEFINITIONS**

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

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

22 2. “Allowable Charges” means an amount, on a per claim basis, not to exceed the lesser of  
23 100% of CalOptima’s fee-for-service reimbursement rates, less required co-payments or 100% of billed  
24 charges, less required co-payments.

25 3. “CalOptima” means is the local agency created by COUNTY to contract with the Medi-Cal  
26 program.

27 4. “Care Coordination Unit” or “CCU” means appropriately licensed COUNTY staff and/or  
28 COUNTY contracted staff responsible for the coordination of services as well as the concurrent and  
29 retrospective utilization review of the medical appropriateness, level of care, and utilization of all  
30 services provided to MSN Patients by All Providers.

31 5. “Clinic” for purposes of the Agreement, means any health care facility designated and  
32 licensed by the State of California as a community clinic, mobile health clinic, university clinic,  
33 hospital-affiliated clinic, or free clinic that is located within the geographic boundary of Orange County,  
34 California.

35 6. “Clinic Claim” means a claim submitted by a Contracting Clinic to Intermediary for  
36 reimbursement of Clinic Services.  
37 //

1 7. “Clinic Services” means any medical service provided by a Contracting Clinic as set forth  
2 in Paragraph IV of this Exhibit A to the Agreement. Clinic Services may also include emergent or  
3 urgent dental services if provided by CONTRACTOR.

4 8. “Coalition” means the Orange County Coalition of Community Health Centers authorized  
5 by CONTRACTOR, in accordance with the Agreement to act as a representative of all Clinics for the  
6 purpose of distributing and/or coordinating any notices, agreements, and/or amendments which may be  
7 provided by ADMINISTRATOR. Delivery of executed agreements and/or amendments to Coalition  
8 shall be deemed as being delivered to ADMINISTRATOR.

9 9. “Contracting Clinic” means a clinic that has executed an Agreement for Clinic Services for  
10 the MSN Program with COUNTY that is the same as the Agreement.

11 10. “Covered California” means the California Health Benefit Exchange, an independent  
12 public entity within the California State government, responsible for providing financial assistance and  
13 organizing a marketplace for low-income and other California residents to compare and choose  
14 affordable health insurance coverage.

15 11. “Fiscal Year” means the period from July 1 through June 30.

16 12. “Follow-Up Care and Specialty Services” means those specific medical services that are  
17 reimbursable to Contracting Clinics only as set forth in Paragraph IV of this Exhibit A to the Agreement  
18 and further defined as follows:

19 a. “Follow-Up Care” means a Contracting Clinic that coordinates a cooperative team of  
20 healthcare professionals, takes collective responsibility for the care provided to the MSN Patient, and  
21 arranges for appropriate care with other qualified providers as needed to ameliorate a condition that  
22 could result in significant disability or serious deterioration of health if left untreated. Physicians may  
23 also be used for Follow-Up Care at the sole discretion of ADMINISTRATOR.

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

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

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

33 15. “Measure H Obligation” means the minimum amount of COUNTY Funds that must be  
34 expended for Clinic Services in order to meet an auditing requirement established by Measure H in  
35 2000 regarding the use of Tobacco Settlement Revenue, codified as Orange County Ordinance Title 1,  
36 Division 4, Article 14. How ADMINISTRATOR meets the Measure H Obligation is at the sole  
37 discretion of ADMINISTRATOR.

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

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

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

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

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

13 21. “MSN Patient” means a person who is either MSN Enrollee or MSN Pending.

14 22. “MSN Pending” means a person believed to meet the eligibility requirements for  
15 enrollment into the MSN Program whose MSN Program application has been submitted and not yet  
16 approved.

17 23. “MSN Program Services” means

18 a. All medical and administrative services for which reimbursement is authorized by the  
19 Agreement and all other agreements for the MSN Program, and;

20 b. Administrative services provided directly by COUNTY for which costs are directly  
21 incurred by COUNTY.

22 24. “Other Provider” means a hospital, physician, osteopath, podiatrist, dentist, nurse,  
23 ambulance operator, home health services provider, pharmacy or supplier of durable medical  
24 equipment.

25 25. “Recovery Account” means a separate account for monies recovered by Intermediary from  
26 Contracting Clinic, Other Providers, or third-party payers.

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

29  
30 **III. CLINIC OBLIGATIONS**

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

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

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

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

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

4 1) Refer patients who appear to be Medi-Cal eligible to COUNTY’s Social Services  
5 Agency.

6 2) Complete an MSN Program application for patients who appear to be MSN or  
7 Covered California eligible. COUNTY shall make the final determination as to which program patients  
8 shall be made eligible.

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

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

16 d. CONTRACTOR agrees that selection of a provider as a Follow-Up Care provider is  
17 the choice of the MSN Patient. CONTRACTOR shall not place any requirements or conditions upon  
18 providing assistance to any person in completing a new application or re-enrollment application,  
19 including but not limited to, the following:

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

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

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

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

34 b. In the event that CONTRACTOR is determined by ADMINISTRATOR to have  
35 discriminated in the provision of Clinic Services on the basis of the patient’s status as an MSN Patient,  
36 ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties for each

37 //

1 occurrence against CONTRACTOR, which may include, but not be limited to, one or more the  
2 following:

3 1) A reduction in payment related to the episode of care from any payment due  
4 CONTRACTOR, including the Measure H Obligation.

5 2) Withholding of any payment due CONTRACTOR pending satisfactory  
6 compliance.

7 3) Termination of CONTRACTOR as a Contracting Clinic at the sole discretion of  
8 ADMINISTRATOR.

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

11 B. As a condition of reimbursement for Clinic Services provided by CONTRACTOR to MSN  
12 Enrollees, CONTRACTOR shall:

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

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

17 3. Register with Intermediary for the MSN Program and provide all requested information by  
18 logging on to the Intermediary's website. CONTRACTOR shall ensure that it includes in the  
19 registration process all employees, agents, or contractors who provide services on behalf of  
20 CONTRACTOR and for which services CONTRACTOR will submit a Claim to Intermediary. Claims  
21 for such services shall be processed and reimbursed by Intermediary in accordance with Exhibit B to the  
22 Agreement.

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

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

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

35 1) If CONTRACTOR does not offer laboratory (including blood draw) and/or  
36 radiology services and refers MSN Enrollees an off-site provider for these services, CONTRACTOR

37 //

1 shall advise the MSN Enrollee that these providers may request the co-payment, even if services are  
2 provided on the same day as the Clinic Services.

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

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

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

14 d. If CONTRACTOR becomes aware of any third-party, primary, or other insurance or a  
15 third-party settlement, including those received by or on behalf of an MSN Patient after reimbursement  
16 is made by Intermediary, nothing herein shall prevent CONTRACTOR from pursuing reimbursement  
17 from these sources; provided, however, that CONTRACTOR shall comply with Paragraph V.G. of  
18 Exhibit B to the Agreement. Nothing in this paragraph shall prohibit CONTRACTOR from applying  
19 any unreimbursed portion of CONTRACTOR's charges toward CONTRACTOR's charity care and bad  
20 debt write-off policy.

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

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

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

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

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

34 F. Follow-Up Care

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

37 //



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

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

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

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

11 I. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a  
12 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
13 shall maintain documentation of such efforts which may include, but not be limited to: records of  
14 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
15 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
16 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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

21 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Clinic  
22 Obligations Paragraph of this Exhibit A to the Agreement.

23  
24 **IV. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES**

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

31 B. Follow-Up Care and Specialty Services - CONTRACTOR shall provide medically necessary  
32 follow-up care, as appropriate, to MSN enrollees, which may include, but is not limited to, the  
33 following:-

- 34 1. Necessary treatment after a hospital or emergency department visit
- 35 2. Treatment to ameliorate a chronic medical condition
- 36 3. Specialty physician services as necessary

37 //

1 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 Guidelines for Reimbursable Medical Services Paragraph of this Exhibit A to the Agreement.

3  
4 **V. FUNDING AND PAYMENTS**

5 A. MSN Program Disbursements to CONTRACTOR – COUNTY shall pay the Intermediary an  
6 amount sufficient to reimburse Clinic Claims in accordance with Exhibit B to the Agreement.

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

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

12 B. Measure H Obligation – COUNTY shall pay Intermediary additional Funds as may be available  
13 and necessary to meet the Measure H Obligation as provided in Exhibit B to the Agreement.

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

16  
17 **VI. COUNTY OBLIGATIONS**

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

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

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

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

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

32 C. Except as provided herein with respect to discrimination of care to MSN Patients, COUNTY  
33 shall neither have, nor exercise, any control or direction over the methods by which CONTRACTOR  
34 shall perform its obligations under the Agreement. The standards of medical care and professional  
35 duties of CONTRACTOR’s employees providing Clinic Services under the Agreement shall be  
36 determined, as applicable, by CONTRACTOR’s Board of Directors and the standards of care in the  
37 community in which CONTRACTOR is located and all applicable provisions of law and other rules and

1 regulations of any and all governmental authorities relating to licensure and regulation of  
2 CONTRACTOR.

3 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
4 COUNTY Obligations Paragraph of this Exhibit A to the Agreement.

5  
6 **VII. COMMITTEES/GROUPS**

7 A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR which shall meet  
8 bi-annually and may meet less frequently as determined by ADMINISTRATOR.

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

- 10 1. EHS/MSN Program Medical Director who shall serve as Chairperson of the Committee
- 11 2. Physicians from the private sector, hospital and clinic communities
- 12 3. A minimum of two additional representatives from the MSN Program
- 13 4. Representative from the Care Coordination Unit, who may also be one of the  
14 representatives from the MSN Program specified in B.3 above.
- 15 5. Pharmacy Consultant
- 16 6. MSN Program Public Health Nurse(s), who may also be one of the representatives of the  
17 MSN Program specified in B.3 above.

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

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

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

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

31 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
32 Committees/Groups Paragraph of this Exhibit A to the Agreement.

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1 EXHIBIT B  
 2 TO AGREEMENT FOR PROVISION OF  
 3 MEDICAL SAFETY NET PROGRAM CLINIC SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_NAME» «UC\_DBA»  
 8 JULY 1, 2019 THROUGH JUNE 30, 2024

9  
10 **CLAIMS AND DISBURSEMENTS**

11  
12 **I. PREAMBLE**

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

18  
19 **II. SATISFACTION OF COUNTY OBLIGATIONS**

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

23  
24 **III. CONDITIONS OF REIMBURSEMENT**

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

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

- 29 a. Claims for Clinic Services covered by a court order.
- 30 b. Claims for Clinic Services if eligibility for a person is established by COUNTY after  
 31 the claims submission deadline for the applicable contract period.

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

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

- 36 a. September 30, 2020 for Period One.
- 37 b. September 30, 2021 for Period Two.

- 1 c. September 30, 2022 for Period Three.
- 2 d. September 30,2023 for Period Four.
- 3 e. September 30, 2024 for Period Five.
- 4 B. The Intermediary should initially approve or deny all claims no later than
  - 5 1. October 31, 2020 for Period One.
  - 6 2. October 31, 2021 for Period Two.
  - 7 3. October 31, 2022 for Period Three.
  - 8 4. October 31, 2023 for Period Four.
  - 9 5. October 31, 2024 for Period Five.
- 10 C. The Intermediary should reimburse all approved claims as soon as possible, and in no event
 

11 later than sixty (60) calendar days following the end of the month in which the claim was approved,

12 unless otherwise approved by ADMINISTRATOR.
- 13 D. Except as otherwise specified, any unapproved claims for Clinic Services shall be void after
  - 14 1. November 30, 2020 for Period One.
  - 15 2. November 30, 2021 for Period Two.
  - 16 3. November 30, 2022 for Period Three.
  - 17 4. November 30, 2023 for Period Four.
  - 18 5. November 30, 2024 for Period Five.
- 19 E. Exceptions to the above timelines may be allowed under the following conditions, which may
 

20 be modified by ADMINISTRATOR at its sole discretion:

  - 21 1. The Notice of Action establishing MSN eligibility was generated after June 30 of the
 

22 applicable Period.
  - 23 2. More information is requested by ADMINISTRATOR and/or Intermediary to further
 

24 consider an appeal.
  - 25 3. ADMINISTRATOR and/or Intermediary discover any irregularities in claims payment or
 

26 denial.
  - 27 4. Any payment for the above Clinic Claims occurring after December 31 shall be deemed
 

28 "Exception Claims" and shall be paid from Exception Funding as provided for in COUNTY's

29 agreement with the Intermediary.
- 30 F. CONTRACTOR must submit all Claims to Intermediary, whether or not, due to
 

31 CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for

32 reimbursement as specified in Paragraph VI of this Exhibit B to the Agreement.
- 33 G. Unless otherwise directed by ADMINISTRATOR, all Clinic claims shall be submitted to:
 

34 Advanced Medical Management, Inc.

35 5000 Airport Plaza Drive, Suite 150

36 Long Beach, CA 90815-1250

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1 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 Conditions of Reimbursement Paragraph of this Exhibit B to the Agreement.

3  
4 **IV. CLAIM DENIAL/APPEAL**

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

6 B. Notice shall be deemed effective:

7 1. Three (3) calendar days from the date written notice is deposited in the United States mail,  
8 first class postage prepaid; or

9 2. When Faxed, transmission confirmed; or

10 3. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
11 Service, or other expedited delivery service.

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

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

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

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

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

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

28 1. November 15, 2020 for Period One.

29 2. November 15, 2021 for Period Two.

30 3. November 15, 2022 for Period Three.

31 4. November 15, 2023 for Period Four.

32 5. November 15, 2024 for Period Five.

33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Claim  
34 Denial/Appeal Paragraph of this Exhibit B to the Agreement.

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

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

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

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

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

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

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

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

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

**G. Provider Refunds Of Claims Covered By Other Payments**

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

2. Should CONTRACTOR wish to dispute the reimbursement of a MSN payment as a result of the identification of Medi-Cal coverage, third party settlement, primary or other insurance coverage either by CONTRACTOR or through Recovery Services, CONTRACTOR shall give written notice, within thirty (30) calendar days of notice of information, to ADMINISTRATOR’s MSN Program Administrator or designee (MSN Administrator) setting forth in specific terms the existence and nature

1 of any dispute or concern related to the information provided through Recovery Services or the  
2 reimbursement due MSN. MSN Administrator shall have fifteen (15) business days following such  
3 notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual  
4 consent this period of time may be extended. If MSN Administrator determines that the recovery  
5 information is accurate and appropriate, CONTRACTOR shall, within thirty (30) calendar days of  
6 receipt, reimburse an amount equal to the MSN payment.

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

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

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

17 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Third  
18 Party, Primary, or Other Insurance Claims Paragraph of this Exhibit B to the Agreement.

19  
20 **VI. PAYMENTS TO CONTRACTING CLINICS**

21 A. Upon approval of Clinic Claims, with the exception of Clinic Claims for dental services, the  
22 Intermediary shall reimburse these claims at one hundred percent (100%) of the estimated CalOptima  
23 rate, less required co-payments to be collected by CONTRACTOR.

24 B. Claims for dental services shall be reimbursed at most recent version of State Medi-Cal  
25 (Denti-Cal) rates, less required co-payments to be collected by CONTRACTOR.

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

27 1 CONTRACTOR shall collect a sixty dollar (\$60) co-payment from MSN Enrollees for  
28 each clinic visit.

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

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

- 35 1) \$45 for laboratory services (including blood draw if lab samples are sent off site)
- 36 2) \$65 for radiology services

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

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments to Contracting Clinics Paragraph of this Exhibit B to the Agreement.

**VII. PAYMENTS FOR OUTPATIENT PHARMACY SERVICES**

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

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

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

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments for Outpatient Pharmacy Services Paragraph of this Exhibit B to the Agreement.

**VIII. MEASURE H OBLIGATION**

A. If ADMINISTRATOR determines that the Measure H Obligation has not been met by COUNTY for any Period, ADMINISTRATOR shall direct the Intermediary to distribute funds, in whole or in part, as determined by ADMINISTRATOR at its sole discretion, in accordance with the Measure H Obligation procedures for the Period specified herein that corresponds with the additional funding. Any amounts due CONTRACTOR shall be reduced by any outstanding amounts owed COUNTY.

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

1. December 31, 2020 for Period One.
2. December 31, 2021 for Period Two.
3. December 31, 2022 for Period Three.
4. December 31, 2023 for Period Four.
5. December 31, 2024 for Period Five

C. The Intermediary shall utilize the following procedures to compute amounts due to CONTRACTOR for Clinic Services to satisfy the Measure H Obligation.

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

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1 insurance, voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed  
2 charges less required co-payments or Allowable Charges less required co-payments, whichever is less.

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

6 3. Step 3: If the total of all payments made after completion of Step 1 through Step 2 are less  
7 than the Measure H Obligation, additional reimbursement to meet the Measure H Obligation shall be  
8 determined for Eligible Clinics. "Eligible Clinics" shall mean those clinics identified by  
9 ADMINISTRATOR that:

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

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

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

16 1) TSR Agreement services provided during Fiscal Year 2019-20 shall be used for  
17 Period One calculations.

18 2) TSR Agreement services provided during Fiscal Year 2020-21 shall be used for  
19 Period Two calculations.

20 3) TSR Agreement services provided during Fiscal Year 2021-22 shall be used for  
21 Period Three calculations.

22 4) TSR Agreement services provided during Fiscal Year 2022-2023 shall be used for  
23 Period Four calculations.

24 5) TSR Agreement services provided during Fiscal Year 2023-2024 shall be used for  
25 Period Five calculations.

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

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

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

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

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

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

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

9 D. All Funds in accounts maintained by the Intermediary relating to the term of the Agreement,  
10 which funds are remaining after distribution of the Measure H Obligation, and all other payments  
11 required by the Agreement have been made, shall be, in whole or in part, returned to COUNTY by the  
12 Intermediary or rolled over to a subsequent Period, as directed by ADMINISTRATOR.

13 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
14 Measure H Obligation Paragraph of this Exhibit B to the Agreement.

15  
16 **IX. SATISFACTION OF CLAIMS**

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

23 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
24 Satisfaction of Claims Paragraph of this Exhibit B to the Agreement.

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