

1 AGREEMENT
2 FOR PROVISION OF
3 COMMUNITY CLINIC SERVICES
4 BETWEEN
5 COUNTY OF ORANGE

6 AND
7 «UC_NAME»

8 «UC_NAME» «UC_DBA»

9 JULY 1, ~~2016~~2019 THROUGH JUNE 30, ~~2019~~2021

10
11 THIS AGREEMENT entered into this 1st day of July, ~~2016~~2019 (effective date ~~is~~
12 ~~enumerated for purposes of reference only~~), is by and between the COUNTY OF ORANGE, a political
13 subdivision of the State of California (COUNTY), and; «UC_NAME» «UC_DBA»,
14 ~~«CORP_STATUS»~~«CORP STAT», (CONTRACTOR). COUNTY and CONTRACTOR may
15 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement
16 shall be administered by the ~~County~~Director of ~~Orange~~the COUNTY’s Health Care Agency ~~(or an~~
17 authorized designee (“ADMINISTRATOR”).

18
19 WITNESSETH:

20
21 WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and
22 WHEREAS, there exists an established network of community clinics and Federally Qualified
23 Health Center ~~in~~ Orange County with the capability to deliver direct medical, dental, mental health,
24 vision, and physical/occupational therapy services using Tobacco Settlement Revenues; and
25 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of direct medical,
26 dental, mental health, physical therapy, occupational therapy, and vision services described herein to the
27 residents of Orange County; and

28
29 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
30 conditions hereinafter set forth:

31 ~~— NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, ~~2016~~2019 through June 30, ~~2019~~2021

Tobacco Settlement Revenue

Period One means the period ~~from~~ July 1, ~~2016~~2019 through June 30, ~~2017~~2020

Period Two means the period ~~from~~ July 1, ~~2017~~2020 through June 30, ~~2018~~2021

Whole Person Care

Period ~~Three~~One means the period ~~from~~ July 1, ~~2018~~2019 through ~~June 30~~December 31, 2019

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

Aggregate Maximum Obligation:	TSR Funds	Grant Funds	Total
Period One Maximum Obligation	\$ 6,304,347	\$ 908,750	\$ 7,213,097
Period Two Maximum Obligation	5,940,847	716,875	6,657,722
Period Three Maximum Obligation	6,122,597	1,083,750	7,206,347
TOTAL MAXIMUM OBLIGATION	\$18,367,791	\$2,709,375	\$21,077,166
Period One Maximum Obligation	\$ 5,426,527	\$ 1,917,500	\$ 7,344,027
Period Two Maximum Obligation	5,426,527	958,750	6,385,277
TOTAL MAXIMUM OBLIGATION	\$10,853,054	\$ 2,876,250	\$13,729,304

Basis for Reimbursement: Fee-For-Service ~~and Negotiated Amount~~

Payment Method: Payment in Arrears

CONTRACTOR DUNS Number: «DUNS »

CONTRACTOR TAX ID Number: «TAX_ID »

Notices to COUNTY and CONTRACTOR:

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

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1 CONTRACTOR: «LC_NAME» «LC_DBA»
2 _____ «LC_DBA»
3 _____ ATTN: «CONTACT», «CONTACT_TITLE»
4 _____ «AUTH_SIG_NAME», «AUTH_SIG_TITLE»
5 _____ «ADDRESS»
6 _____ «CITY_STATE_ZIP»
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II. ACRONYMS

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

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

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

III. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

4 2. CONTRACTOR has the option to ~~adhere to ADMINISTRATOR's Compliance Program~~
 5 ~~and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~
 6 ~~compliance program, code of conduct and any compliance related policies and procedures.~~
 7 CONTRACTOR's ~~Compliance Program and Code of Conduct have been~~ compliance program, code of
 8 ~~conduct and any related policies and procedures shall be~~ verified ~~to~~ by ADMINISTRATOR's
 9 Compliance Department to ensure they include all required elements by ADMINISTRATOR's
 10 Compliance Officer as described in ~~subparagraphs below~~ this Compliance Paragraph to this Agreement.

11 These elements include:

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

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

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

1 ~~revise its compliance program and code of conduct to meet said standards or shall be asked to~~
 2 ~~acknowledge and agree to the~~ ADMINISTRATOR's required elements within thirty (30) calendar days
 3 after ADMINISTRATOR's Compliance ~~Program and Code of Conduct if~~ Officer's determination and
 4 ~~resubmit the same for review by the~~ CONTRACTOR's Compliance Program and Code of Conduct does
 5 ~~not contain all required elements~~ ADMINISTRATOR.

6 5. Upon written confirmation from ADMINISTRATOR's ~~Compliance Officer that the~~
 7 ~~CONTRACTOR Compliance Program and Code of Conduct contains~~ compliance officer that the
 8 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
 9 ~~procedures contain~~ all required elements, CONTRACTOR shall ensure that all Covered Individuals
 10 relative to this Agreement are made aware of CONTRACTOR's ~~Compliance Program, Code~~ compliance
 11 ~~program, code~~ of ~~Conduct and~~ conduct, related policies and procedures ~~and contact information for the~~
 12 ~~ADMINISTRATOR's Compliance Program~~.

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

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

25 1. For purposes of this Compliance Paragraph, Covered Individuals includes all ~~employees,~~
 26 ~~interns, volunteers,~~ contractors, subcontractors, agents, and other persons who provide health care items
 27 or services or who perform billing or coding functions on behalf of ~~CONTRACTOR. Notwithstanding~~
 28 ~~the above, this term does not include part time or per diem employees, contractors, subcontractors,~~
 29 ~~agents, and other persons who are not reasonably expected to work more than one hundred sixty (160)~~
 30 ~~hours per year; except that any such individuals shall become Covered Individuals at the point when~~
 31 ~~they work more than one hundred sixty (160) hours during the calendar year.~~ ADMINISTRATOR.

32 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 33 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
 34 CONTRACTOR's ~~Compliance Program and Code~~ own compliance program, code of ~~Conduct~~ conduct
 35 and related policies and procedures: ~~if CONTRACTOR has elected to use its own).~~

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

37 //

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

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

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

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

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

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

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

34 C. GENERAL COMPLIANCE TRAINING — ADMINISTRATOR shall make General
35 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered
36 Individuals.

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

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

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

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

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

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

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

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 online completion of training while CONTRACTOR shall
 24 provide copies of the certifications upon request.

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

29 E. MEDI-CAL ~~D. MEDICAL~~ BILLING, CODING, AND DOCUMENTATION COMPLIANCE
 30 STANDARDS

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

37 //

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

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

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

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

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

14 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR’s Cultural
15 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
16 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
17 §1810.410.subds.(c)-(d)).

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

24 **V. CONFIDENTIALITY**

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

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

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

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

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

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

18 VI. CONFLICT OF INTEREST

19 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
 20 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
 21 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
 22 goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be
 23 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
 24 providing or offering gifts, entertainment, payments, loans or other considerations which could be
 25 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
 26 their duties.

28 VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

34 ~~B.~~ B. CONTRACTOR agrees that if there is a change or transfer in ownership of
 35 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
 36 assignment of the Agreement, the new owners shall be required under the terms of sale or other
 37 instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement

1 and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights
2 hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

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

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

31 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
32 means of subcontracts, provided such ~~subcontracts~~ subcontractors are approved in advance, ~~in writing~~
33 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
34 under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in
35 writing by ADMINISTRATOR prior to the beginning of service delivery.

36 1. After approval of ~~a subcontract~~, ~~ADMINISTRATOR~~ the subcontractor, ADMINISTRATOR
37 may revoke the approval of ~~a subcontract~~ the subcontractor upon five (5) calendar days' written notice to

1 CONTRACTOR if the ~~subcontract~~ subcontractor subsequently fails to meet the requirements of this
 2 Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow
 3 subcontractor expenses reported by CONTRACTOR.

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

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

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

12 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
 13 status with respect to name changes that do not require an assignment of the Agreement.
 14 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
 15 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
 16 CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between
 17 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
 18 While CONTRACTOR will be required to provide this information without prompting from COUNTY
 19 any time there is a change in CONTRACTOR's name, conflict of interest or litigation status,
 20 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
 21 requested by COUNTY.

22 VIII. DISPUTE RESOLUTION

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

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

31 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 32 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the
 33 demand a written statement signed by an authorized representative indicating that the demand is made in
 34 good faith, that the supporting data are accurate and complete, and that the amount requested accurately
 35 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
 36 //

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

5 C.

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

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

17 IX. EMPLOYEE ELIGIBILITY VERIFICATION

18 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 19 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 20 consultants performing work under this Agreement meet the citizenship or alien status
 21 ~~requirement~~ requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain,
 22 from all employees, ~~and shall use its best efforts to obtain, from~~ subcontractors, and consultants
 23 performing work hereunder, all verification and other documentation of employment eligibility status
 24 required by federal or state statutes and regulations including, but not limited to, the Immigration
 25 Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be
 26 hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees,
 27 subcontractors, and consultants for the period prescribed by the law.
 28

29 VII.X. FACILITIES, PAYMENTS AND SERVICES

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

36 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
 37 administrative capabilities required to carry out its duties and responsibilities under this Agreement and

1 in accordance with all the applicable statutes and regulations pertaining to ~~clinic service providers~~ Clinic
 2 Providers.

4 ~~VIII~~ XI **INDEMNIFICATION AND INSURANCE**

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

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

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

30 ~~— D~~ B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 31 purchase all required insurance, ~~or maintain a program of self insurance~~ at CONTRACTOR's expense
 32 ~~and to submit to COUNTY the COI~~, including all endorsements required herein, necessary to satisfy
 33 COUNTY that the insurance provisions of this Agreement have been complied with ~~and~~.
 34 CONTRACTOR agrees to maintain keep such insurance coverage ~~or maintain equivalent self insurance~~,
 35 Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this
 36 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to
 37 //

1 this Agreement shall obtain insurance ~~or equivalent self insurance~~ subject to the same terms and
2 conditions as set forth herein for CONTRACTOR.

3 ~~E~~C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
4 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
5 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
6 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
7 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
8 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
9 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
10 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
11 by COUNTY representative(s) at any reasonable time.

12 ~~D~~. All ~~self insured retentions (SIRs) and deductibles~~ shall be clearly stated on the COI. ~~If no SIRs~~
13 ~~or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage.~~ Any ~~self-~~
14 ~~insured retention (SIR) or deductible~~ in an amount in excess of ~~\$25~~ fifty thousand dollars (\$50,000
15 ~~(\$5,000 for automobile liability).~~ shall specifically be approved by the ~~County Executive Office~~
16 ~~(CEO)/~~Office of Risk Management ~~upon review of CONTRACTOR's current audited financial report.~~
17 If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
18 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

30 ~~G~~F. QUALIFIED INSURER

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

37 #

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

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

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

~~I~~ H. REQUIRED COVERAGE FORMS ~~IF NOT SELF INSURED~~

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

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

H. REQUIRED ENDORSEMENTS –

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

//

1 ~~1.~~ a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13
 2 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers,*
 3 *agents and employees,* ~~agents~~ as Additional Insureds, ~~or provide blanket coverage, which will state AS~~
 4 ~~**REQUIRED BY WRITTEN AGREEMENT.**~~

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

8 ~~3. If Contractor's Professional Liability, Technology Errors & Omissions and/or~~ 2. The
 9 Network Security ~~&and~~ Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to
 10 maintain coverage for two (2) years contain the following the completion of endorsements which shall
 11 accompany the Contract. COI:

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

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

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

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

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

27 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) ~~calendar~~ days ~~notice in the~~
 28 ~~event of any policy cancellation and within ten (10) calendar days notice for non-payment of premium.~~
 29 ~~This shall be evidenced by policy provisions or an endorsement separate from the COI~~ and provide a
 30 copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall
 31 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or
 32 terminate this Agreement.

33 N. ~~The~~ If CONTRACTOR's Professional Liability and/or Network Security ~~and~~ & Privacy
 34 Liability ~~policy shall contain the~~ are "Claims -Made" policies, CONTRACTOR shall agree to maintain
 35 coverage for two (2) years following ~~endorsements which shall accompany the Certificate~~ completion of
 36 ~~Insurance;~~ the Agreement.

37 ~~1. An Additional Insured endorsement naming the County of Orange, its elected and~~

~~appointed officials, officers, agents and employees~~ as Additional Insureds for its vicarious liability.

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

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

~~P. Throughout the term of this AGREEMENT and upon written mutual agreement between COUNTY and CONTRACTOR, the insurance minimum limits and coverage as set forth in Subparagraph VIII.H. above may be increased or decreased.~~ Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

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

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

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

~~S~~ U. SUBMISSION OF INSURANCE DOCUMENTS

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

- Prior to, ~~or at~~ the ~~time of, execution~~ start date of this Agreement.
- No later than the expiration date for each policy.
- Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types requirements as set forth in the Coverage Subparagraph ~~F. of this Agreement~~ above.

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

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

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

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

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

11 ~~d. Notwithstanding the above, endorsements shall not be required in the case of~~
 12 ~~self-insurance.~~

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

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

21 ~~IX.~~

22 XII. INSPECTIONS AND AUDITS

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

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

1 C. AUDIT RESPONSE

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

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

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

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

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

27 ~~X.~~

28 **XIII. LICENSES AND LAWS**

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

37 //

~~B.~~ B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

~~C. The parties acknowledge that each is a Covered Entity, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and is responsible for complying with said regulations for~~

~~purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own purposes. Except as otherwise limited by said regulations or law, CONTRACTOR shall provide to COUNTY, and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CONTRACTOR as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by CONTRACTOR or the Minimum Necessary policies and procedures of CONTRACTOR as required and/or defined by HIPAA.~~

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

~~XIV. E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 ~~XII.XV.~~ MAXIMUM OBLIGATION

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

33 B. At sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the
34 Period One, ~~Period Two,~~ and Period ~~Three~~ Two Aggregate Maximum Obligations, provided the total of
35 these individual Aggregate Maximum Obligations does not exceed the Total Aggregate Maximum
36 Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.

37 //

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

5 ~~XIII.~~XVI. MINIMUM WAGE LAWS

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

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

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

22 ~~XIV.~~XVII. NONDISCRIMINATION

23 A. EMPLOYMENT

24 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
25 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
26 employee or applicant for employment because of his/her ~~ethnic group identification, race, religion,~~
27 ~~religious creed, color, national origin, ancestry, color, creed, sex, physical disability, mental disability,~~
28 ~~medical condition, genetic information, marital status, national origin, sex, gender, gender identity,~~
29 ~~gender~~ expression, age
30 (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally,
31 during the term of this Agreement, or military and veteran status. CONTRACTOR shall warrant that the
32 evaluation ~~and its Covered Individuals shall make their best efforts to require in its subcontracts that~~
33 ~~subcontractors shall not unlawfully discriminate against any employee or applicant for employment~~
34 ~~because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,~~
35 ~~national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.~~
36 ~~2. CONTRACTOR and its Covered Individuals shall not discriminate against~~ treatment of
37 employees ~~or~~ and applicants for employment are free from discrimination in the areas of employment,

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

~~XV.~~ XVIII. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

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

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

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

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

13 1. When written and deposited in the United States mail, first class postage prepaid, certified
14 mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions of this
15 Agreement or as otherwise directed by ADMINISTRATOR ~~and shall be effective when faxed,~~
16 ~~transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United~~
17 ~~Parcel Service, or other expedited delivery service.; or~~

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

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

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

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

XIX. NOTIFICATION OF DEATH

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

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

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

4 2. WRITTEN NOTIFICATION

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

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

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

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

17
18 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

26
27 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

37 //

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

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

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

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

14 ~~C.~~ ~~D.~~ CONTRACTOR's ~~participant, client, and/or patient~~ Client records shall be maintained
15 in a secure manner. CONTRACTOR shall maintain ~~participant, client, and/or patient~~ Client records and
16 must establish and implement written record management procedures.

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

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

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

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

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

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

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

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

5 1. Have documents readily available within ~~forty eight (48)~~ twenty-four (24) hour notice of a
 6 scheduled audit or site visit.

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

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

11 ~~GJ.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 12 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~
 13 ~~email or fax,~~ upon ~~the~~ discovery of a Breach of ~~unsecured PHI~~ privacy and/or security of PII and/or PHI
 14 by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy
 15 ADMINISTRATOR on such notifications.

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

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

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

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

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

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

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

37 ~~O. CONTRACTOR may be required to retain all records involving litigation proceedings and~~

1 ~~settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

2 ~~— P. CONTRACTOR, unless CONTRACTOR is a public institution, shall notify~~
 3 ~~ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty eight~~
 4 ~~(48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the~~
 5 ~~PRA request.~~

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

11 ~~XVII.~~ **XXII. RESEARCH AND PUBLICATION**

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

15 ~~XVIII.~~ **XXIII. SEVERABILITY**

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

21 **XXIV. SPECIAL PROVISIONS**

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

- 24 1. Making cash payments to intended recipients of services through this Agreement.
- 25 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 26 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
 27 use of appropriated funds to influence certain federal contracting and financial transactions).
- 28 3. Fundraising.
- 29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 30 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
 31 Directors or governing body.
- 32 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
 33 body for expenses or services.
- 34 6. ~~XIX.~~ Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 35

1 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 2 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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

6 8. Severance pay for separating employees.

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

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

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

12 2. Making phone calls outside of the local area unless documented to be directly for the
 13 purpose of Client care.

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

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

17 XXV. STATUS OF CONTRACTOR

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

30 XX.XXVI. TERM

31
 32 A. ~~This specific Agreement with CONTRACTOR is only one of several agreements to which~~
 33 ~~the~~ The term of this Agreement ~~applies. This specific Agreement~~ shall commence as specified in the
 34 Reference Referenced Contract Provisions of this Agreement or the execution date, whichever is later.
 35 This ~~specific~~ Agreement shall terminate as specified in the Referenced Contract Provisions of this
 36 Agreement; ~~unless otherwise sooner terminated as provided in this Agreement; provided, however,~~
 37

1 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
2 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
3 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.

7 ~~XXI~~ **XXVII. TERMINATION**

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

9 B. Either party may terminate this Agreement, ~~without cause~~, upon ~~thirty (30)~~ fifteen (15)
10 calendar days prior written notice given the other party.

11 ~~B. ADMINISTRATOR, at its sole discretion, may terminate any program or specific service~~
12 ~~funded through~~ for material breach of the Agreement; provided, however, the alleged breaching Party
13 ~~has been given prior written notice setting forth the facts underlying the claim that breach of this~~
14 ~~Agreement without cause upon~~ has occurred and has failed to cure the alleged breach within thirty (30)
15 calendar days ~~written notice~~.

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

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

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

23 2. Cessation of services.

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

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

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

29 ~~b. 5. The loss of accreditation or any license required by the Licenses and Laws~~
30 ~~paragraph of this Agreement.~~

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

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

35 d. COUNTY may waive ~~this option~~ termination under this subparagraph XXVII.D.4 if
36 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted
37 pursuant to this Agreement.

1 5. The loss of accreditation or any license required by the ~~E~~ License and Laws
2 Paragraph of this Agreement.

3 6. EMERGENCY DEPARTMENT CLOSURE/LOSS OF LICENSE

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

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

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

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

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

34 H. CONTINGENT FUNDING

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

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

1 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
2 approved by COUNTY's the Board of Supervisors.

3 2. In the event such funding is subsequently reduced, resulting in COUNTY's inability to
4 reimburse CONTRACTOR in accordance with Exhibit B to the Agreement, or terminated, COUNTY
5 may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice
6 given CONTRACTOR days' written notice to CONTRACTOR. If COUNTY elects to renegotiate this
7 Agreement due to reduced funding which impacts COUNTY's ability to reimburse CONTRACTOR in
8 accordance with Exhibit B to the Agreement, or terminated funding, CONTRACTOR shall not be
9 obligated to accept the renegotiated terms and may terminate the Agreement prior to the effective date
10 of the renegotiated Agreement.

11 FI. AMENDMENT

12 1. In the event of a formal amendment to this Agreement is terminated prior to the completion
13 of the term as specified in the Referenced Contract Provisions of the Agreement, (Amendment) which
14 requires formal execution by both COUNTY and CONTRACTOR, CONTRACTOR shall return a fully
15 executed Amendment to ADMINISTRATOR may, at its sole discretion, reduce the Maximum
16 Obligation within forty-five (45) days of ADMINISTRATOR's delivery to CONTRACTOR of said
17 Amendment.

18 2. If CONTRACTOR does not return a fully executed Amendment by the date specified,
19 COUNTY or CONTRACTOR may terminate this Agreement in an amount consistent with the reduced
20 term of the Agreement; provided, however, COUNTY shall first notify CONTRACTOR and then give
21 thirty (30) days prior written notice to CONTRACTOR, which notice shall be given no later than fifteen
22 (15) days after the fully executed Amendment was due to ADMINISTRATOR. At
23 ADMINISTRATOR's discretion, a cure period may be provided to CONTRACTOR.

24 ~~G. J.~~ In the event this Agreement is terminated by either party, after receiving a Notice of
25 Termination Party as allowed herein, CONTRACTOR shall do the following:

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

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

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

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

35 5. Assist ADMINISTRATOR in effecting the transfer of clients patients in a manner consistent
36 with their the patients best interests.

37 ~~6. If records are to be transferred to COUNTY, pack and label such records in accordance~~

1 ~~with directions provided by ADMINISTRATOR.~~

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

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

7
8 ~~XXII.~~ **XXVIII. THIRD PARTY BENEFICIARY**

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

12
13 ~~XXIII.~~ **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 ~~«UC_NAME»~~

5 ~~«UC_NAME»«UC_DBA»~~

6 ~~«UC_DBA»~~

7
8 BY: _____

DATED: _____

9
10 TITLE: _____

11
12
13 BY: _____

DATED: _____

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15 TITLE: _____

16
17
18
19 COUNTY OF ORANGE

20
21
22
23 BY: _____

DATED: _____

24 HEALTH CARE AGENCY

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

30
31
32 BY: _____

DATED: _____

33 DEPUTY

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~~ Board of ~~directors~~ Directors has empowered said authorized individual to act on its behalf by his
or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE

AND

«UC_NAME»

«UC_NAME» «UC_DBA»

JULY 1, ~~2016~~2019 THROUGH JUNE 30, ~~2019~~2021

TOBACCO SETTLEMENT REVENUE SERVICES

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 ~~—S. B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 9 Common Terms and Condition Paragraph of this Exhibit A to the Agreement.~~

10 ~~—“CalOptima” means Managed Care Plan contracting with DHCS to administer the Medi-Cal
 11 Program in Orange County.~~

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

17 ~~—U. “WPC Agreement” means the agreement between COUNTY and DHCS for participation in the
 18 WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020, as
 19 it exists now or may hereafter be amended, describing how the WPC Pilot Program will be implemented
 20 in Orange County.~~

21 ~~—V. “WPC Beneficiary” means a Beneficiary who is eligible to receive services provided by the
 22 WPC Program.~~

23 24 **II. BUDGET**

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

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

32 1. Period One calculations shall be based on the total of all UCC Visits provided between
 33 January 1, ~~2015~~2019 and December 31, ~~2015~~2019.

34 2. Period Two calculations shall be based on the total of all UCC Visits provided between
 35 January 1, ~~2016~~2020 and December 31, ~~2016~~2020.

36 ~~—3. Period Three calculations shall be based on the total of all UCC Visits provided between
 37 January 1, 2017 and December 31, 2017.~~

1 C. BUDGET ALLOCATION METHODOLOGY

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

4 ~~1~~ 2. Prior to ADMINISTRATOR calculating the allocation, an audit of reported
5 uncompensated care for each Contracting Clinic will be conducted to validate total visit counts during
6 the first quarter following the close of the CY reported. Visit data reported to OSHPD will be compared
7 to data submitted to COUNTY. Any variances in data submitted above five percent (5%) as identified
8 by ADMINISTRATOR, shall require CONTRACTOR reconciliation and correction prior to the final
9 deadline for OSHPD correction submissions. If variant visit data submitted to COUNTY is not
10 corrected or remains unexplained, Contracting Clinic's OSHPD data submission will be used as the
11 basis for final allocation calculations per Period.

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

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

17 1) New Contracting Clinics shall be allocated \$75,000 each Period for their first two
18 (2) years of operation, as determined by ADMINSTRATOR and the level of UCC Visits provided by
19 the new Contracting Clinic. After the two year period, the new Contracting Clinic shall be subject to the
20 allocation methodology described in subparagraph II.C.24 below.

21 2) New Contracting Clinics that do not spend their entire first year allocation of
22 \$75,000, may roll-over the unspent funds to be used in their second year of operation, provided that the
23 total allocated to the new Contracting Clinic, over a two (2) year period does not exceed \$150,000.

24 b. The available TSR Funding ~~and reduce this amount by the amount allocated~~ shall be
25 reduced by \$75,000, plus the amount of any rollover funds as specified in subparagraph II.C.3.a.2)
26 above for new Contracting Clinics identified in a prior Period, which are now in the second year of
27 operation.

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

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

33 ~~1) The amount of adjusted available TSR Funds~~ 4. CONTRACTOR
34 agrees that the number and type of services and the corresponding Maximum Obligations for each
35 Period, may be adjusted by mutual written agreement of ADMINISTRATOR and CONTRACTOR
36 during the term of the Agreement; provided, however that the total of any such adjustments shall not
37 cause the total budget to exceed the Aggregate Maximum Obligation for each Period as set forth in the

1 Referenced Contract Provisions of the Agreement.

2 D. BUDGET ALLOCATION DISTRIBUTION

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

4		
5	<u>AltaMed Health Services Corporation</u>	<u>\$ 768,045</u>
6	<u>Integrated Community Healthcare Solutions dba Buena</u>	<u>35,000</u>
7	<u>Park Community Clinic</u>	
8	<u>Camino Health Center</u>	<u>459,850</u>
9	<u>Center for Inherited Blood Disorders</u>	<u>33,396</u>
10	<u>Central City Community Health Center, Inc.</u>	<u>182,304</u>
11	<u>Children’s Hospital of Orange County</u>	<u>20,497</u>
12	<u>Families Together of Orange County</u>	<u>67,600</u>
13	<u>Friends of Family Health Center</u>	<u>120,329</u>
14	<u>Vista Community Clinic</u>	<u>99,962</u>
15	<u>Healthy Smiles for Kids of Orange County</u>	<u>6,983</u>
16	<u>Hurtt Family Health Clinic</u>	<u>137,000</u>
17	<u>Korean Community Services, Inc.</u>	<u>57,999</u>
18	<u>Laguna Beach Community Clinic</u>	<u>45,326</u>
19	<u>Livingstone Community Development Corporation</u>	<u>50,000</u>
20	<u>Nhan Hoa Comprehensive Health Care Clinic</u>	<u>236,844</u>
21	<u>North Orange County Regional Health Foundation</u>	<u>35,691</u>
22	<u>Obria Medical Clinics of Southern California</u>	<u>59,356</u>
23	<u>Reproductive Health Care Center, Inc. dba Sierra Health</u>	<u>60,035</u>
24	<u>Center</u>	
25	<u>Serve the People, Inc. dba Serve the People Community</u>	<u>329,144</u>
26	<u>Health Center</u>	
27	<u>Share Our Selves Corporation</u>	<u>753,981</u>
28	<u>St. Jeanne de Lestonnac Free Clinic dba Lestonnac Free</u>	<u>830,796</u>
29	<u>Clinic</u>	
30	<u>St. Jude Neighborhood Health Centers</u>	<u>648,136</u>
31	<u>Regents of the University of California on behalf of UC</u>	<u>188,253</u>
32	<u>Irvine Family Health Center - Anaheim and Santa Ana</u>	
33	<u>Southland Integrated Services, Inc.</u>	<u>50,000</u>
34	<u>NEW CLINICS</u>	<u>150,000</u>
35	<u>TOTAL</u>	<u>\$ 5,426,527</u>

36 //
37 //

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

$$\frac{\text{Contracting Clinic Share}}{\text{(equals)}} \left[\frac{\text{Contracting Clinic's UCC}}{\text{(divided by)}} \right] \times \text{Adjusted Available TSR Funds as determined by ADMINISTRATOR}$$

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

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

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

~~2. CONTRACTOR agrees that the number and type of services and the corresponding Maximum Obligations for each Period, may be adjusted by mutual written agreement of ADMINISTRATOR and CONTRACTOR during the term of the Agreement; provided, however that the total of any such adjustments shall not cause the total budget to exceed the Aggregate Maximum Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement.~~

~~D. BUDGET ALLOCATION DISTRIBUTION~~

~~1.a. 1. The Budget Distribution for Period One is as follows:~~

<u>Contracting Clinic</u>	TSR	TSR for WPC	WPC	Maximum <u>Obligation</u>
AltaMed Health Services Corporation	\$828,180	\$0	\$0	\$828,180
Buena Park Community Clinic	5,096	43,750	43,750	92,316
Camino Health Center	346,722	0	0	346,722

<u>Contracting Clinic</u>	TSR	TSR for WPC	WPC	Maximum Obligation
Center for Inherited Blood Disorders	8,977	0	0	8,977
Central City Community Health Center, Inc.	146,354	0	0	146,354
Children's Hospital of Orange County	19,501	0	0	19,501
Families Together of Orange County	82,884	0	0	82,884
Friends of Family Health Center	144,883	0	0	144,883
Healthy Smiles for Kids of Orange County	21,463	0	0	21,463
Hurt Family Health Clinic, Inc.	23,235	171,250	171,250	365,735
Korean Community Services, Inc.	6,899	68,750	68,750	144,399
Laguna Beach Community Clinic	100,335	0	0	100,335
Livingstone Community Development Corporation	67,255	0	0	67,255
Nhan Hoa Comprehensive Healthcare Clinic	164,384	0	0	164,384
North Orange County Regional Health Foundation	38,361	0	0	38,361
Obria Medical Clinics of Southern California	98,940	0	0	98,940
Reproductive Health Care Center, Inc., dba Sierra Health Center	54,166	0	0	54,166
Serve the People, Inc.	43,822	250,000	250,000	543,822

	TSR	TSR for WPC	WPC	Maximum Obligation
<u>Contracting Clinic</u>				
Share Our Selves Corporation	629,802	250,000	250,000	1,129,802
St. Jeanne de Lestonnae Free Clinic	734,630	125,000	125,000	984,630
St. Jude Neighborhood Health Centers	1,130,052	0	0	1,130,052
UCI Family Health Centers	264,417	0	0	264,417
Vietnamese Community of Orange County, Inc.	71,027	0	0	71,027
Vista Community Clinics, Inc.	214,212	0	0	214,212
Two New Clinics	<u>150,000</u>	<u>0</u>	<u>0</u>	<u>150,000</u>
TOTAL:				\$7,213,097

~~a. The following Contracting Clinics have agreed to participate in COUNTY's Whole Person Care (WPC) Pilot Program Application in accordance with Paragraph V.D. of this Exhibit A to the Agreement. Further, these Contracting Clinics have agreed to allow COUNTY to withhold the following specified amounts from their TSR allocations for each year of their participation in WPC Pilot Program through FY 2020-2021 for the purposes of providing an Intergovernmental Transfer (IGT) to DHCS and receiving matching Federal Financial Participation (FFP):~~

~~1) A portion of these total TSR dollars, as determined by ADMINISTRATOR based on the terms of the WPC Pilot Program, and the corresponding FFP, has been incorporated in the Budget Distribution Table for Period One above, and will be included in the Budget Distribution Tables for Period Two and Period Three in accordance with subparagraph D.5 below.~~

~~2) The current Agreement term ends June 30, 2019, and all future WPC related financial commitments and actions for periods beyond that date will be incorporated into subsequent Agreements or Amendments.~~

Clinic	Annual TSR Funds To WPC from FY 2016-17	Annual TSR Funds To WPC from FY 2017-18	Total Number of Years Committed	Total TSR Funds Committed to the WPC through FY 2020-21

	through FY 2020-21	through FY 2020-21	to WPC	
Korean Community Services	\$55,000		5	\$275,000
Serve The People	200,000		5	1,000,000
Lestonnae Free Clinic	100,000		5	500,000
Buena Park Community	35,000		5	175,000
Hurt Family Health Clinic, Inc	137,000		5	685,000
Share Our Selves Free Clinic	200,000		5	1,000,000
Families Together	0	50,000	4	200,000
Livingstone	0	50,000	4	200,000
North Orange County Regional Health Center	0	25,000	4	100,000
Vietnamese Community of Orange County, Inc.	<u>0</u>	<u>50,000</u>	<u>4</u>	<u>200,000</u>
TOTAL	\$727,000	\$175,000		\$4,335,000

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

~~_____ d.~~ If CONTRACTOR is participating in the WPC Pilot Application, CONTRACTOR agrees that funds withheld for the IGT, and the matching financial participation, shall be paid to CONTRACTOR in accordance with Paragraph III.A.6 of this Exhibit AB to the this Agreement.

~~_____ e.~~ COUNTY's WPC Pilot Application for those Contracting Clinics committing to the WPC for five (5) years has been approved. If COUNTY's supplemental WPC Pilot Application for those Contracting Clinics committing to the WPC for four (4) years is not approved for funding, subparagraphs 1.a and 1.b above shall be void for those Contracting Clinics."

4. ~~The~~ ~~2.~~ This distribution calculations may be amended by ADMINISTRATOR under one or more of the following circumstances, and for each occurrence, ADMINISTRATOR shall will prepare an amended Paragraph subparagraph II.D.1. of this Exhibit A to the Agreement. ~~CONTRACTOR agrees that said amended Paragraph may be provided to the Coalition of Orange County Community Clinics for distribution to all Contracting Clinics.;~~

- a. Deletion of a Contracting Clinic participant in this Agreement;
- b. Addition of a new Contracting Clinic participant in this Agreement;
- c. Any change in corporate ownership of a Contracting Clinic;

- 1 d. Any change in CONTRACTOR eligibility for funding.
- 2 e. Any change in Tobacco Settlement Revenue funds received by COUNTY.
- 3 f. Any change in a Contracting Clinic's percent of UCC Visits which would in turn affect
- 4 the distribution of Tobacco Settlement Revenue Funds specified herein.
- 5 g. Any correction to the distribution amount as a result of calculation error by
- 6 ADMINISTRATOR that is not due to any error in reporting by any Contracting Clinic.
- 7 h. Any correction following a review or audit of CONTRACTORS uncompensated visits
- 8 used to determine the distribution amount.

9 ~~3. The parties~~ i. A change in any Contracting Clinic's status as a WPC Contracting

10 clinic and/or the amount of TSR funding allocated as match to the WPC Program.

11 5. CONTRACTOR agrees that said amended subparagraph II.D.1. of this Exhibit A to the

12 Agreement may be provided to the Coalition of Orange County Community Clinics for distribution to

13 all Contracting Clinics.

14 6. The Parties agree that until the TSR Funds are actually received by COUNTY, the amount

15 of Tobacco Settlement Revenue is estimated and based on the budget approved by Orange County

16 Board of Supervisors each Fiscal Year.

17 47. The parties Parties agree that rounding corrections may be made by ADMINISTRATOR

18 prior to distribution of funds.

19 58. The parties Parties agree that a Budget Distribution table for Period Two ~~and Period Three~~

20 shall be developed based on TSR Funds available and adjustments made from the previous year in

21 accordance subparagraph II.C of this Exhibit A to the Agreement.

22 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

23 Budget Paragraph of this Exhibit A to the Agreement.

24 III. PAYMENTS

25

26 A. COUNTY shall pay CONTRACTOR ~~as follows~~ at the following rates per visit; provided,

27 however, that the total of all payments to all Contracting Clinics does not exceed the Amended

28 Aggregate Maximum Obligation for each Period as specified in the Referenced Contract Provisions of

29 the Agreement.

- 30 1. \$81.00 per visit for Direct Dental Services
- 31 2. \$76.00 per visit for Direct Medical Services
- 32 3. \$62.00 per visit for Direct Mental Health Services
- 33 4. \$35.00 per visit for Direct Physical, Occupational or Speech Therapy Visit
- 34 5. \$55.00 per visit for Direct Vision Services

35 ~~6. "6. If CONTRACTOR is participating in the WPC Pilot Application, and~~

36 ~~COUNTY's WPC Pilot Application is approved for funding, COUNTY shall pay CONTRACTOR as~~

37 ~~follows for the its participation in the WPC Pilot:~~

~~1 a. Period 1: For those Contracting Clinics participating in the WPC for five (5) years, a
2 negotiated amount payment upon notification to ADMINISTRATOR that positions to be hired and/or
3 allocated in support of the WPC Pilot Program as shown in subparagraph 3) below.~~

~~4 b. Period 2:~~

~~5 1) For those Contracting Clinics participating in the WPC for four (4) years, a negotiated
6 amount payment upon notification to ADMINISTRATOR that positions to be hired and/or allocated in
7 support of the WPC Pilot Program as shown in subparagraph d. below.~~

~~8 2) For those Contracting Clinics participating in the WPC for five (5) years and effective
9 January 1, 2018 for those Contracting Clinics participating in the WPC for four (4) years,
10 reimbursement shall be based on a "collective per member per month" reporting to ADMINISTRATOR
11 of WPC Beneficiaries receiving services through CONTRACTOR.~~

~~12 a) "Collective per member per month" means the number of WPC Beneficiaries
13 reported by all WPC participating hospitals and community clinics.~~

~~14 b) If the total number of WPC beneficiaries reported to ADMINISTRATOR is equal
15 to or greater than the target number of WPC Beneficiaries specified in the WPC Agreement,
16 CONTRACTOR shall be reimbursed 1/12th its reimbursement for the Period if participating in the WPC
17 for five (5) years and 1/6th of its reimbursement effective January 1, 2018 if participating in the WPC for
18 four (4) years.~~

~~19 c) If the total number of WPC Beneficiaries reported ADMINISTRATOR is less than
20 the target number of WPC Beneficiaries specified in the WPC Agreement, CONTRACTOR shall be
21 reimbursed at a rate of \$119 per unduplicated member actually reported for the month, not to exceed
22 1/12th of its reimbursement for the Period if participating in the WPC for five (5) years and 1/6th of its
23 reimbursement effective January 1, 2018 if participating in the WPC for four (4) years. However, if
24 CONTRACTOR was not paid up to 1/12th or 1/6th of its reimbursement in any prior month(s), as
25 applicable to CONTRACTOR, CONTRACTOR may be reimbursed at an amount equal to 1/12th or
26 1/6th, as applicable to CONTRACTOR, of its reimbursement plus the difference between 1/12th or 1/6th,
27 as applicable to CONTRACTOR, of its reimbursement for the Period and the amount CONTRACTOR
28 received in any prior month(s).~~

~~29 c. Period 3: Reimbursement shall be based on a "collective per member per month" reporting
30 to ADMINISTRATOR of WPC Beneficiaries receiving services through CONTRACTOR.~~

~~31 1) If the total number of WPC beneficiaries reported to ADMINISTRATOR is equal to or
32 greater than the target number of WPC Beneficiaries specified in the WPC Agreement, CONTRACTOR
33 shall be reimbursed 1/12th its reimbursement for the Period.~~

~~34 2) If the total number of WPC Beneficiaries reported ADMINISTRATOR is less than the
35 target number of WPC Beneficiaries specified in the WPC Agreement:~~

~~36 a) CONTRACTOR shall be reimbursed at a rate of \$119 per unduplicated member
37 actually reported for the month, not to exceed 1/12th of its reimbursement for the Period. However, if~~

1 ~~CONTRACTOR was not paid up to 1/12th of its reimbursement in any prior month(s), CONTRACTOR~~
 2 ~~may be reimbursed at an amount equal to 1/12th of its reimbursement plus the difference between 1/12th~~
 3 ~~of its reimbursement for the Period and the amount CONTRACTOR received in any prior month(s).~~

4 ~~_____ b) Following December 31, 2018, if the total of all WPC payments to~~
 5 ~~CONTRACTOR is less than that identified in subparagraph III.A.6.d below due to a shortfall of WPC~~
 6 ~~beneficiaries being reported by all WPC participating hospitals and clinics to achieve the collective per~~
 7 ~~member per month target in the WPC Agreement, COUNTY shall reimburse CONTRACTOR for UCC~~
 8 ~~visits up to the amount equal to the difference between the actual amount received and the amount~~
 9 ~~committed to CONTRACTOR for its participation in the WPC Pilot Program.~~

10 ~~_____ d. CONTRACTOR's WPC payment and reimbursement (TSR allocated to the WPC plus the~~
 11 ~~corresponding FFP generated) for each Period that the WPC is in effect shall be as follows and shall be~~
 12 ~~reflected in the Budget Distribution Tables for Period Two and Period Three in accordance with~~
 13 ~~Paragraph II.D.5 of this Exhibit B to the Agreement.~~

Clinic	Period One Payment	Period Two Payment	Period Two January, 2018— June, 2018 Reimbursement	Period Three July, 2018— December, 2018 Reimbursement	Period Three January, 2019— June, 2019 Reimbursement
Korean Community Services	\$137,500	\$0	68,750	\$68,750	\$68,750
Serve The People	500,000	0	250,000	250,000	250,000
Lestonnac Free Clinic	250,000	0	125,000	125,000	125,000
Buena Park Community	87,500	0	43,750	43,750	43,750
Hurtt Family Health Clinic, Inc	342,500	0	171,250	171,250	171,250
Share Our Selves Free Clinic	500,000	0	250,000	250,000	250,000
Families Together	0	100,000	50,000	50,000	50,000
Livingstone	0	100,000	50,000	50,000	50,000
North Orange	0	50,000	25,000	25,000	25,000

1	County Regional					
2	Health Center					
3	Vietnamese					
4	Community of					
5	Orange County,	<u>0</u>	<u>-100,000</u>	<u>-50,000</u>	<u>-50,000</u>	<u>-50,000</u>
6	Inc.					
7	TOTAL	\$1,817,500	\$350,000	\$1,083,750	\$1,083,750	\$1,083,750

~~_____ e. The current Agreement term ends June 30, 2019, and all future WPC related financial commitments and actions for periods beyond that date will be incorporated into subsequent Agreements or Amendments.~~

~~_____ 7. If, based on the reimbursement of services throughout each Period, the balance of CONTRACTOR’s maximum obligation for any period is not sufficient to cover the full rate per service as specified in Paragraph A-1 through A.5 above, ADMINISTRATOR may authorize a partial payment of any eligible visit at an amount not to exceed the remaining balance of CONTRACTOR’s maximum obligation for the Period.~~

~~_____ a. If CONTRACTOR is participating in the WPC Pilot Application, and has a balance remaining after withholding of funds for the WPC, CONTRACTOR shall, in addition to receiving the monthly payment as calculated in Paragraph A.6 above, be reimbursed for visits until CONTRACTOR’s TSR Fund balance is exhausted. ADMINISTRATOR may authorize a partial payment of any eligible visit at an amount not to exceed the balance of CONTRACTOR’s maximum obligation, less the TSR funds allocated to the WPC for the Period.~~

~~_____ b. If CONTRACTOR is participating in the WPC Pilot Application and no balance remains after withholding of funds for the WPC, CONTRACTOR shall only receive the monthly payment as calculated in Paragraph A.6 above.~~

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

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

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

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

~~D~~C. PAYMENT METHOD

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

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

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

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

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

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

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

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

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

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1 **IV. REPORTS**

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

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

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

10 **V. SERVICES**

11 A. SERVICES TO BE PROVIDED:

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

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

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

23 a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.

24 b. Provide tobacco use cessation and prevention education as appropriate.

25 c. Cooperate with COUNTY to track tobacco-related activities and enhance existing
26 tobacco services.

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

29 B. STAFFING

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

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

36 //

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

3 a. Records in personnel files attesting to efforts made in recruitment and hiring practices,
4 and participation in COUNTY-sponsored and other cultural competency training;

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

6 c. Identification of measures taken to enhance accessibility for, and sensitivity to,
7 physically challenged communities.

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME» «UC DBA»
JULY 1, 2019 THROUGH DECEMBER 31, 2020

WHOLE PERSON CARE SERVICES

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6
7 **II. BUDGET**

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

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

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

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

27 **B. BUDGET ALLOCATION DISTRIBUTION**

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

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

36 //
37 //

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

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

III. PAYMENTS

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

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

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

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

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

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

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

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

D PAYMENT METHOD

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

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

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

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

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

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

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

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

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

17
18 **IV. REPORTS**

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

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

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

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

29
30 **V. SERVICES**

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

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

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

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

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

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

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

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

7 b. Crisis Intervention

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

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

11 1) Clothes – “Community Closet”

12 2) Hygiene products

13 3) Bus passes/other transportation

14 4) Follow-up/ appt. Reminders

15 5) Recuperative Care Placement

16 6) Coordinated Entry

17 7) Homeless programs

18 8) Veteran Services/Domestic Violence Services/Older Adults Services/Transitional
 19 Age Youth Programs

20 9) Detox/rehab

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

22 11) Employment programs/Training

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

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

25 14) Dental services

26 15) Hot Meals/food banks

27 16) Showers /Laundry Services

28 17) Federal Phone

29 18) Social Security (SSDI/SSI)

30 19) Food Stamps/General Relief

31 20) Change of mailing address

32 21) Other resources linked to depending on unique circumstance

33 **B. IGT – RECONCILIATION**

34 1. COUNTY has submitted an application for a WPC Program to DHCS which requires
 35 funding through an IGT mechanism. ~~If approved, COUNTY anticipates executing a contract with~~
 36 ~~DHCS in November, 2016. If COUNTY’s WPC application is not approved, all provisions within this~~
 37 ~~Paragraph V.D shall be void.~~

1 ~~1~~ a. TSR Funds qualify as public funds which may be transferred from COUNTY, through
2 an IGT, to DHCS for federal matching and return to COUNTY.

3 ~~2~~ b. DHCS shall utilize the funds provided by COUNTY to obtain federal financial
4 participation to the full extent permitted by law in an amount equal to the amount of the IGT.

5 ~~3~~ c. ADMINISTRATOR may add, and /or, delete, Contracting Clinics ~~must be~~
6 ~~identified by COUNTY in its WPC application to receive funding~~ Clinic from COUNTY for
7 ~~participation and support of~~ participating in the WPC Program.

8 ~~a. Contracting Clinics desiring to participate~~, provided, however, the total of all TSR in
9 the WPC ~~must~~ Program is not exceeded.

10 ~~1) Commit to the allocation of the same amount of TSR each year for FY 2016-17,~~
11 ~~FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21.~~

12 ~~2) Submit a budget to ADMINISTRATOR for each year of the WPC, with each year~~
13 ~~being funded at an identical level.~~

14 ~~3) 1) Submit a description of the services to be provided in support of~~
15 ~~the WPC.~~

16 ~~4) Agree, to the best of its ability, to participate and support the data sharing and~~
17 ~~infrastructure mechanisms developed and implemented through the WPC.~~

18 ~~b. The amount of TSR Funds to be used in the IGT is at the discretion of~~
19 ~~CONTRACTOR, and must be approved by ADMINISTRATOR.~~

20 ~~2).~~ ~~c.~~ Payment to CONTRACTOR for services in support of ~~the~~ WPC
21 ~~services~~ shall be made, by COUNTY, monthly in arrears as specified in subparagraph III.A. ~~6~~1 of this
22 Exhibit ~~AB~~ to the Agreement ~~and shall not exceed the "Total WPC Funds to Clinic" amount specified in~~
23 ~~subparagraph II.D.1.a of this Exhibit A to the Agreement.~~

24 ~~2~~ ~~4. IGT RECONCILIATION~~

25 ~~1.~~ For each year of the WPC, ADMINISTRATOR shall compare the actual amount of
26 TSR allocated to CONTRACTOR, calculated in accordance with ~~Paragraph~~ subparagraph II. ~~C~~D of ~~this~~
27 Exhibit A of the Agreement, to the IGT commitment made for each year of the WPC.
28 ADMINISTRATOR shall distribute these calculations to CONTRACTOR and the Orange County
29 Coalition of Community Clinics (Coalition)

30 ~~2~~a. If the total of actual calculated TSR Funds to be distributed to all Contracting Clinics
31 results ~~in~~ an allocation to CONTRACTOR that is greater than the total of the IGT amount specified for
32 the corresponding WPC ~~period~~ Period, the difference shall be reimbursed to CONTRACTOR in
33 accordance with ~~Paragraph~~ III.A. ~~7~~a of ~~this~~ Exhibit A to the Agreement.

34 ~~3~~b. If the total of actual calculated TSR Funds to be distributed to all Contracting
35 Clinics results an allocation to CONTRACTOR that is less than the total of the IGT amount specified
36 for the corresponding WPC ~~period~~ Period, ADMINISTRATOR shall, in an amount equal to the
37 difference between the TSR Fund amount calculated and the amount committed to DHCS until each

1 year within the WPC ~~period~~Period is reconciled, allocate a portion of the next Fiscal Year's budgeted
2 TSR Funds to the CONTRACTOR to ensure the IGT commitment to DHCS is satisfied.

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

7 ~~4. The current Agreement term ends June 30, 2019, and all future WPC related financial~~
8 ~~commitments and actions for periods beyond that date will be incorporated into subsequent Agreements~~
9 ~~or Amendments.~~

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

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