

AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

JULY 1, 2012 THROUGH JUNE 30, 2013

THIS AGREEMENT (Agreement) entered into this 22nd day of May 2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC_NAME» «UC_DBA» «CORP_STATUS» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and

WHEREAS, COUNTY and the health care community have identified the expansion of health care services provided by community clinics, to individuals without health care coverage, as one appropriate use of a portion of these funds; and

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

1
2 **Master Agreement Term:** July 1, 2012 through June 30, 2013

3
4 **CONTRACTOR'S Term:** «BEGIN_SVC_DATE» through «END_SVC_DATE»

5 **Aggregate Maximum Obligation:** \$4,226,948

6 **Basis for Reimbursement:** Fee for Service

7
8 **Payment Method:** Fee for Service

9
10 **Notices to COUNTY and SUBCONTRACTOR:**

11
12 **COUNTY:** County of Orange
13 Health Care Agency
14 Contract Development and Management
15 405 West Fifth Street, Suite 600
16 Santa Ana, CA 92701

17
18 **CONTRACTOR:** «LC_NAME» «LC_DBA»
19 ATTN: «CONTACT», «CONTACT_TITLE»
20 «ADDRESS»
21 «CITY_STATE_ZIP»
22

23
24 **CONTRACTOR'S Insurance Coverages:**

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

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I. ACRONYMS

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

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3		
4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CFR	Code of Federal Regulations
9	F. CHPP	COUNTY HIPAA Policies and Procedures
10	G. CHS	Correctional Health Services
11	H. D/MC	Drug/Medi-Cal
12	I. DMH	Department of Mental Health
13	J. DPFS	Drug Program Fiscal Systems
14	K. DRS	Designated Record Set
15	L. EAPC	Expanded Access to Primary Care
16	M. FPACT	Family Planning, Access, Care and Treatment Program
17	N. FPL	Federal Poverty Level
18	O. FQHC	Federally Qualified Health Clinic
19	P. HCA	Health Care Agency
20	Q. HHS	Health and Human Services
21	R. HIPAA	Health Insurance Portability and Accountability Act
22	S. HSC	California Health and Safety Code
23	T. MHP	Mental Health Plan
24	U. OCJS	Orange County Jail System
25	V. OCPD	Orange County Probation Department
26	W. OCR	Office for Civil Rights
27	X. OCSD	Orange County Sheriff's Department
28	Y. OIG	Office of Inspector General
29	Z. OMB	Office of Management and Budget
30	AA. OPM	Federal Office of Personnel Management
31	AB. PADSS	Payment Application Data Security Standard
32	AC. PC	State of California Penal Code
33	AD. PCI DSS	Payment Card Industry Data Security Standard
34	AE. PHI	Protected Health Information
35	AF. PII	Personally Identifiable Information
36	AG. PRA	Public Record Act
37	AH. TSR	Tobacco Settlement Revenue

- 1 AI. USC United States Code
 2 AJ. WIC State of California Welfare and Institutions Code
 3

4 **II. ALTERATION OF TERMS**

5 This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference,
 6 fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of
 7 this Agreement, and shall constitute the total Agreement between the parties for these purposes. No
 8 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless
 9 made in writing and formally approved and executed by both parties.

10 **III. COMPLIANCE**

11 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
 12 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
 13 programs.
 14

15 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant
 16 policies and procedures relating to ADMINISTRATOR's Compliance Program.

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

25 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
 26 establish its own, provided CONTRACTOR's Compliance Program has been verified to include all
 27 required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4.,
 28 A.5., A.6., and A.7. below.

29 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy
 30 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty
 31 (30) calendar days of award of this Agreement.

32 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
 33 Compliance Program contains all required elements. CONTRACTOR shall take necessary action to
 34 meet said standards or shall be asked to acknowledge and agree to ADMINISTRATOR's Compliance
 35 Program if CONTRACTOR's Compliance Program does not contain all required elements.

36 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that
 37 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure

1 that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's
2 Compliance Program and related policies and procedures.

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

7 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
8 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
9 Persons, as defined hereunder. Screening shall be conducted against the General Services
10 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG
11 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

12 1. Ineligible Person shall be any individual or entity who:

13 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
14 federal health care programs; or

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

18 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
19 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
20 Agreement.

21 3. If CONTRACTOR is a non-public institution, CONTRACTOR shall screen all current
22 Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not
23 become Ineligible Persons. If CONTRACTOR is a public institution, CONTRACTOR shall screen all
24 current Covered Individuals and subcontractors annually in July. CONTRACTOR shall also request
25 that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
26 State of California health programs and have not been excluded or debarred from participation in any
27 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
28 any Ineligible Person in their employ or under contract.

29 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
30 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
31 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

1 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
2 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
3 screened. Such individual or entity shall be immediately removed from participating in any activity
4 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction
5 CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

19 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
20 by ADMINISTRATOR’s employees and contract providers.

21 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
22 ADMINISTRATOR’s Code of Conduct.

23 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
24 made aware of ADMINISTRATOR’s Code of Conduct.

25 3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or
26 establish its own provided CONTRACTOR’s Code of Conduct has been approved by
27 ADMINISTRATOR’s Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and
28 D.8. below.

29 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of
30 its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

31 5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of
32 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
33 asked to acknowledge and agree to ADMINISTRATOR’s Code of Conduct.

34 6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,
35 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
36 CONTRACTOR’s Code of Conduct.

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1 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
2 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
3 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

4 8. Failure of CONTRACTOR to timely submit the acknowledgement of
5 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure
6 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
7 constitute grounds for termination of this Agreement as to the non-complying party.

8 E. **MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

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

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

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

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

21
22 **IV. CONFIDENTIALITY**

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

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

33
34 **V. COST REPORT**

35 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
36 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
37 with all applicable federal, state and county requirements, generally accepted accounting principles and

1 the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect
 2 costs to and between programs, cost centers, services, and funding sources in accordance with such
 3 requirements and consistent with prudent business practice, which costs and allocations shall be
 4 supported by source documentation maintained by CONTRACTOR, and available at any time to
 5 ADMINISTRATOR upon reasonable notice.

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

9 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 10 business day after the above specified due date that the accurate and complete Cost Report is not
 11 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
 12 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
 13 CONTRACTOR.

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

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

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

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

30 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 31 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
 32 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
 33 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations
 34 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently
 35 determined to have been for an unreimbursable expenditure or service, shall be repaid by
 36 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
 37 //

1 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
2 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

16
17 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
18 supporting documentation prepared by _____ for the cost report period
19 beginning _____ and ending _____ and that, to the best of my
20 knowledge and belief, costs reimbursed through this Agreement are reasonable and
21 allowable and directly or indirectly related to the services provided and that this Cost
22 Report is a true, correct, and complete statement from the books and records of
23 (provider name) in accordance with applicable instructions, except as noted. I also
24 hereby certify that I have the authority to execute the accompanying Cost Report.

25 Signed _____
26 Name _____
27 Title _____
28 Date _____"

29 G. Final Settlement shall be based upon the actual and reimbursable costs per unit of service for
30 each service category provided as specified herein, less applicable revenues, as reported in the Cost
31 Report. ADMINISTRATOR shall review CONTRACTOR's and each Contracting Clinic's Cost Report
32 for accuracy and shall make the following determinations and adjustments, as applicable:

33 1. Step 1: If CONTRACTOR has incurred a late penalty, CONTRACTOR's Maximum
34 Obligation shall be adjusted by the amount of the late penalty.

35 2. Step 2: Comparison of each Contracting Clinics actual cost per unit of service to the
36 maximum rates per service specified in Paragraph II. of this Exhibit A to the Agreement.

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1 a. For each service types, if CONTRACTOR's actual cost per unit of service, less all
2 indirect/administrative costs and applicable revenues, is greater than the rate specified for each service
3 type in Paragraph II.A of this Exhibit A to the Agreement, ADMINISTRATOR shall proceed to Step 3.

4 b. For each service type, if CONTRACTOR's actual cost per unit of service, less all
5 indirect/administrative costs and applicable revenues, is less than the rate specified for each service type
6 in Paragraph II.A of this Exhibit A to the Agreement, ADMINISTRATOR shall proceed to Step 3.

7 3. Step 3: Comparison of each Contracting Clinic's visits actual number of services provided
8 to Unfunded Patients to the targeted number of Unfunded Patient visits specified for each Contracting
9 Clinic in Paragraph II.B of this Exhibit A to the Agreement. If CONTRACTOR provides more than one
10 type of service, adjustments between CONTRACTOR's services, as deemed appropriate by
11 ADMINISTRATOR, shall be made to allow CONTRACTOR to fully expend its Maximum Obligation.

12 a. For all service types, if CONTRACTOR's actual units of service are equal to or exceed
13 the targeted number of Unfunded Patient visits specified for CONTRACTOR, one of the following shall
14 apply:

15 1) If CONTRACTOR was determined to meet the conditions of Step 2.a,
16 ADMINISTRATOR shall process CONTRACTOR's invoice for services provided in June, and shall
17 advise CONTRACTOR of the ability to submit an invoice for any additional units of service which may
18 not have been claimed during the term of the Agreement, up to CONTRACTOR's Maximum
19 Obligation.

20 2) If CONTRACTOR was determined to meet the conditions of Step 2.b, then
21 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by
22 CONTRACTOR's actual cost per unit of service to determine the amount due CONTRACTOR.

23 a) If the amount due CONTRACTOR meets or exceeds CONTRACTOR's
24 Maximum Obligation, ADMINISTRATOR shall process CONTRACTOR's invoice for services
25 provided in June, and shall advise CONTRACTOR of the ability to submit an invoice for any additional
26 units of service which may not have been claimed during the term of the Agreement, up to the
27 CONTRACTOR's Maximum Obligation.

28 b) If the amount due CONTRACTOR is less than CONTRACTOR's Maximum
29 Obligation, and monies are owed CONTRACTOR, ADMINISTRATOR shall process
30 CONTRACTOR's invoice for services provided in June up to the amount owed based on the
31 calculations in the Cost Report. CONTRACTOR's Maximum Obligation shall be adjusted and the
32 difference between the amount paid CONTRACTOR.

33 c) If the amount due CONTRACTOR is less than CONTRACTOR's Maximum
34 Obligation, and monies are owed COUNTY, CONTRACTOR shall remit the difference to COUNTY.
35 Such reimbursement shall be made, in cash with the submission of the Cost Report. If such
36 reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the

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1 Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
2 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

3 b. For each service type, if CONTRACTOR's actual units of service are less than the
4 targeted number of Unfunded Patient visits specified for CONTRACTOR, one of the following shall
5 apply:

6 1) If CONTRACTOR was determined to meet the conditions of Step 2.a,
7 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by the rates
8 per service specified in Paragraph II.A of this Exhibit A to the Agreement to determine the amount due
9 CONTRACTOR. ADMINISTRATOR shall process CONTRACTOR's payment for services provided
10 in June up to the amount owed based on the calculations in the Cost Report

11 2) If CONTRACTOR was determined to meet the conditions of Step 2.b, then
12 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by
13 CONTRACTOR's actual cost per unit of service to determine the amount due CONTRACTOR.

14 a) If the amount due CONTRACTOR meets or exceeds the amount
15 CONTRACTOR has been paid year-to-date, ADMINISTRATOR shall process CONTRACTOR's
16 payment for services provided in June up to the amount owed based on the calculations in the Cost
17 Report, not to exceed CONTRACTOR's Maximum Obligation.

18 b) If the amount due CONTRACTOR is less than the amount CONTRACTOR
19 has been paid year-to-date, and monies are owed COUNTY, CONTRACTOR shall remit the difference
20 to COUNTY. Such reimbursement shall be made, in cash with the submission of the Cost Report. If
21 such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission
22 of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
23 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

24 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

25 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
26 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
27 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
28 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
29 they relate to the service under subcontract, and include any provisions that ADMINISTRATOR may
30 require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days
31 written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any
32 provisions that ADMINISTRATOR has required. This provision shall not be applicable to service
33 agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies,
34 technical support, or professional services. No subcontract shall terminate or alter the responsibilities of
35 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
36 hereunder, either in whole or in part, without the prior written consent of COUNTY.
37

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

3 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
4 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
5 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
6 be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a
7 community clinic/health center to a Federally Qualified Health Clinic and has been so designated by the
8 Federal Government. Any attempted assignment or delegation in derogation of this paragraph shall be
9 void. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts
10 claimed for subcontracts not approved in accordance with this paragraph.

11 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
12 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
13 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
14 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
15 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
16 paragraph shall be void.

17 18 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

27 28 **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

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IX. INDEMNIFICATION AND INSURANCE

1
2 A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed
3 officials, officers, employees, agents and those special districts and agencies for which COUNTY's
4 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any
5 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to
6 personal injury or property damage, arising from or related to the services, products or other
7 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against
8 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
9 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
10 liability will be apportioned as determined by the court. Neither party shall request a jury
11 apportionment.

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

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

24 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR attests that it is self-
25 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
26 insurance covering its operations placed with reputable insurance companies in amounts as specified in
27 the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR,
28 CONTRACTOR shall provide evidence of such insurance.

29 E. All insurance policies except Workers' Compensation and Employer's Liability, shall contain
30 the following clauses:

31 1. "The County of Orange is included as an additional insured with respect to the operations
32 of the named insured performed under contract with the County of Orange."

33 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess
34 of, and not contribute with, insurance provided by this policy."

35 3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30)
36 calendar days written notice has been given to Orange County HCA/Contract Development and
37 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

1 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
2 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

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

7 8 **X. INSPECTIONS AND AUDITS**

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

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

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

27 **D. AUDIT RESPONSE**

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

33 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
34 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
35 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
36 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
37 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

1 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
2 reimbursement due COUNTY.

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

7 8 **XI. LICENSES AND LAWS**

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

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

18 C. CONTRACTOR attests that all CONTRACTOR physicians providing services under this
19 Agreement are and will continue to be as long as this Agreement remains in effect, the holders of
20 currently valid licenses to practice medicine in the State of California and are members in "good
21 standing" of the medical staff of CONTRACTOR's facility.

22 **D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
35 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
36 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
37 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

1 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
2 grounds for termination of this Agreement.

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

6 7 **XII. LITERATURE**

8 A. Any literature, including educational and promotional materials, distributed by CONTRACTOR
9 for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are
10 supported by federal, state and COUNTY funds, as appropriate. For the purposes of this Agreement,
11 distribution of such literature shall include written materials as well as electronic media such as the
12 Internet.

13 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,
14 presently existing or later established, of the other party nor its employees in any advertisement, press
15 release or publicity with reference to this Agreement without the prior written approval of the other
16 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to
17 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted
18 provider of community clinic services for the residents of Orange County as provided in subparagraph A
19 above. ADMINISTRATOR may include reference to community clinic services provided by
20 CONTRACTOR in informational materials relating to the continuum of care provided using federal,
21 state and COUNTY funds.

22 23 **XIII. MAXIMUM OBLIGATION**

24 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
25 agreements for Community Clinic Services is as specified in the Referenced Contract Provisions of this
26 Agreement. This specific Agreement with CONTRACTOR is only one of several Agreements to which
27 this Aggregate Maximum Obligation applies. It therefore is understood by the parties that
28 reimbursement to CONTRACTOR shall only be a fraction of this Aggregate Maximum Obligation.

29 30 **XIV. NONDISCRIMINATION**

31 **A. EMPLOYMENT**

32 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
33 discriminate against any employee or applicant for employment because of his/her ethnic group
34 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
35 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall
36 attest that the evaluation and treatment of employees and applicants for employment are free from
37 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment

1 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
 2 including apprenticeship. There shall be posted in conspicuous places, available to employees and
 3 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
 4 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5 2. All solicitations or advertisements for employees placed by or on behalf of
 6 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
 7 without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital
 8 status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental
 9 disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity
 10 employer."

11 3. Each labor union or representative of workers with which CONTRACTOR has a collective
 12 bargaining agreement or other contract or understanding must post a notice advising the labor union or
 13 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
 14 copies of the notice in conspicuous places available to employees and applicants for employment.

15 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
 16 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 17 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
 18 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
 19 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
 20 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
 21 Division 4, Chapter 6 Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
 22 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 23 regulations, as all may now exist or be hereafter amended or changed.

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

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

35 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients
 36 through a written statement that CONTRACTOR's clients may file all complaints alleging
 37 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the

1 U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement
2 shall advise clients of the following:

3 a. In those cases where the client's complaint is filed initially with the OCR, the OCR may
4 proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the
5 investigation.

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

9 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
10 §Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR
11 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining
12 to the prohibition of discrimination against qualified persons with disabilities in all programs or
13 activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

19 E. In the event of noncompliance with this paragraph or as otherwise provided by federal and state
20 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
21 may be declared ineligible for further contracts federal, state, or COUNTY funds.

22 **XV. NOTICES**

23 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
24 authorized or required by this Agreement shall be effective:
25

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

29 2. When faxed, transmission confirmed; or

30 3. When sent by Email; or

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

33 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
34 this Agreement, or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
35 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
36 Parcel Service, or other expedited delivery service.

37 //

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

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

7
 8 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

9 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 10 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 11 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

12 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
 13 75055(a), 75343(a), and 77143(a).

14 2. State of California, Health and Safety Code §123145.

15 3. Title 45 Code of Federal Regulation (CFR), §164.501; §164.524; §164.526; §164.530(c)
 16 and (j).

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

22 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
 23 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
 24 and implement written record management procedures.

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

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

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

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

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

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

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

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

7 2. Provide auditor or other authorized individuals access to documents via a computer
8 terminal in a manner to be determined by CONTRACTOR, consistent with CONTRACTOR's
9 electronic records security policy and federal and state law.

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

12 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
13 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy
14 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
15 telephone and email or facsimile.

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

19 J. 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 non-
21 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 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
25 commencement of the contract, unless a longer period is required due to legal proceedings such as
26 litigations and/or settlement of claims.

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

29 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
30 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
31 CONTRACTOR.

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

34 O. If CONTRACTOR is a public institution, COUNTY understands and agrees that
35 CONTRACTOR is subject to the provisions of the California Public Records Act. In the event
36 CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect
37 //

1 of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to
2 releasing such information.

3 4 **XVII. SEVERABILITY**

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

10 11 **XVIII. SPECIAL PROVISIONS**

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

14 1. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
15 funds (matching).

16 2. Making cash payments to intended recipients of services through this Agreement.

17 3. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

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

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

24 6. Fundraising.

25 7. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
26 CONTRACTOR's staff or members of the Board of Directors.

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

30 9. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
31 services.

32 10. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
33 alcohol.

34 11. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of
35 the Controlled Substance Act (21 USC 812).

36 12. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
37 injection of any illegal drug.

1 13. Assisting, promoting, or deterring union organizing.

2 14. Severance pay for separating employees.

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

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

7 1. Purchasing or improving land, including constructing or permanently improving any
8 building or facility, except for tenant improvements.

9 2. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
10 CONTRACTOR's participants.

11 3. Funding travel or training (excluding mileage or parking) not approved by
12 ADMINISTRATOR.

13 4. Making phone calls outside of the local area unless documented to be directly for the
14 purpose of participant care.

15 5. Payment for grant writing, consultants, Certified Public Accounting, or legal services not
16 approved in advance by ADMINISTRATOR.

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

19 C. Neither party shall be responsible for delays or failures in performance resulting from acts
20 beyond control of the offending party. Such acts shall include, but not be limited to, acts of God, fire,
21 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public
22 related utility, or governmental statutes or regulations super-imposed after the fact.

23
24 **XIX. STATUS OF CONTRACTOR**

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

35 //

36 //

37 //

XX. TERM

1
2 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
3 term of this Master Agreement applies. The term of this Master Agreement shall commence on
4 July 1, 2012 and terminate on June 30, 2013; provided, however, that the specific term for
5 CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and
6 provided further that the parties shall continue to be obligated to comply with the requirements and
7 perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations
8 with respect to confidentiality, indemnification, audits, reporting, and accounting.

9 B. Any duties pursuant to this Agreement to deposit monies or make any payment shall not be due
10 until ten (10) days after the commencement of this Agreement.

11 C. Any administrative duty or obligation to be performed pursuant to this Agreement on a
12 weekend or holiday may be performed on the next regular business day.

XXI. TERMINATION

13
14
15 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
16 written notice given the other party.

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

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

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

25 1. The loss by CONTRACTOR of legal capacity.
26 2. Cessation of services.
27 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
28 another entity without the prior written consent of COUNTY.

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

31 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
32 Agreement.

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

35 7. Unethical conduct or malpractice by any physician or licensed person providing services
36 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
37 //

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this
2 Agreement.

3 E. CONTINGENT FUNDING

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

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

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

9 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
10 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
11 CONTRACTOR.

12 F. In the event this Agreement is terminated prior to the completion of the term as specified in the
13 Referenced Contract Provisions of the Agreement, ADMINISTRATOR may, at its sole discretion,
14 reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the
15 Agreement.

16 G. In the event this Agreement is terminated by either party, after receiving a Notice of
17 Termination CONTRACTOR shall do the following:

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

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

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

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

27 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
28 their best interests.

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

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

33 H. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
34 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

35 //

36 //

37 //

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

3
4 «UC_NAME» «UC_DBA»

5
6 BY: _____

DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____

DATED: _____

12
13 TITLE: _____

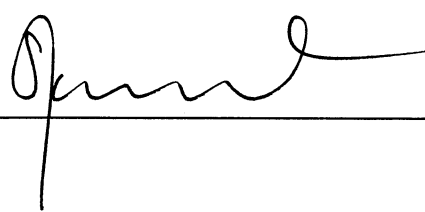
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17
18 COUNTY OF ORANGE

19
20 BY: _____

DATED: _____

21 HEALTH CARE AGENCY

22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30 BY:  _____
31 DEPUTY

DATED: 4/30/12

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
36 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
37 by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature
alone is required by HCA.

1 EXHIBIT A
 2 TO AGREEMENT BETWEEN
 3 COUNTY OF ORANGE
 4 AND
 5 «UC_NAME» «UC_DBA»
 6 FOR
 7 COMMUNITY CLINIC SERVICES
 8 JULY 1, 2012 THROUGH JUNE 30, 2013

9
10 **I. DEFINITIONS**

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

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

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

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

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

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

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

35 G. “Direct Medical Services” means a face-to-face contact between a patient and licensed clinical
36 health provider, who exercises independent judgment in the provision of preventative, diagnostic and
37 treatment services as well as therapeutic measures. A visit can include medically indicated pharmacy,

1 radiology, and laboratory services. For a Direct Medical Service to be defined as a visit, the contact and
2 provision of Direct Medical Services must be recorded in the patient's record.

3 H. "Direct Mental Health Services" means a face-to-face contact between a patient and licensed
4 clinical health provider or specialist who exercises independent judgment in the provision of
5 preventative, diagnostic, treatment services and therapeutic measures for mental health. A visit includes
6 medically indicated pharmacy, radiology, and laboratory services. Psychiatric visits shall be considered
7 as specialist visits. For a Direct Mental Health Service to be defined as a visit, the contact and provision
8 of Direct Mental Health Services must be recorded in the patient's record.

9 I. "EAPC" means funding allocated to Community Clinics is to improve the quality and expand
10 the access of outpatient health care for the medically indigent persons residing in underserved areas of
11 California. Community Clinics may claim EAPC funding for health services provide to persons
12 between twenty-one (21) years and sixty-five (65) years of age with incomes at or below two hundred
13 (200%) percent of the federally defined poverty level who do not have any third party health or dental
14 coverage. Services which are billed to EAPC shall not be considered reimbursable through the
15 Agreement.

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

22 K. "Financial Separation" means, for any CONTRACTOR engaging in the provision of Abortion
23 Services and/or Abortion Related Services, a separate and distinct accounting of funds provided through
24 the Agreement from those supporting the Abortion Related Services. Funds received through the
25 Agreement shall not financially support, directly or indirectly, any CONTRACTOR's staffing,
26 operations, or overhead if that subcontractor is providing Abortion Services or Abortion Related
27 Services.

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

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

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

II. BUDGET AND PAYMENTS

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

1. \$70.00 per visit for Direct Dental Services
2. \$84.00 per visit for Direct Medical Services
3. \$51.00 per visit for Direct Mental Health Services

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

	Contracting Clinic	Maximum Obligation	Patient Visits		
			Dental Services	Medical Services	Mental Health Services
1.	AltaMed	\$319,068	339	3,516	
2.	Birth Choice	\$115,836		1,379	
3.	Camino Health Center	\$224,748		2,676	
4.	Central City	\$328,404	1,173	2,737	322
5.	Children's Hospital of Orange County	\$90,624		1,079	
6.	Friends of Family	\$120,504	498	1,020	
7.	Gary Center	\$256,440	2,418		1,710
8.	Healthy Smiles for Kids	\$90,564	1,294		
9.	Hurt Family Health Clinic (OCRM)	\$183,144	649	1,640	
10.	Korean Community Services	\$75,000		893	
11.	Laguna Beach Community Clinic	\$146,784		1,748	
12.	Lestonnac Free Clinic	\$414,156		4,935	
13.	Nhan Hoa Comprehensive Health Clinic	\$243,408	1,390	1,740	
14.	North OC Regional Health Foundation	\$57,264		682	
15.	Serve the People	\$121,956		1,452	
16.	Share Our Selves Free Medical Clinic	\$314,676	2,516	1,650	
17.	Sierra Health Center	\$84,336		1,004	
18.	St. Joseph – La Amistad	\$140,604	2,008		
19.	St. Joseph – Puente a la Salud	\$126,000		1,500	
20.	St. Jude Community Clinic	\$318,048	1,320	2,575	183
21.	UCI Family Health Clinics	\$209,340	243	2,290	
22.	VNCOC Asian Health Center	\$136,044	780	245	1,193

		Maximum Obligation	Patient Visits		
			Dental Services	Medical Services	Mental Health Services
	Contracting Clinic - Continued				
23.	One of Two New Clinics	\$150,000		1,786	
24.	Two of Two New Clinics				
	TOTAL	\$4,266,948	14,628	36,547	3,408

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

D. CONTRACTOR's Cost Report, as required in accordance with Paragraph V of the Agreement, shall be deemed to be a final request by CONTRACTOR to adjust the number and types of services specified above, and the corresponding Maximum Obligation.

E. PAYMENT METHOD: COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Paragraph A, less applicable revenues; provided, however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR's Maximum Obligation as specified in Paragraph II.B above, and provided further that the total of all payments to all Contracting Clinics does not exceed COUNTY's Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

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

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

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

G. 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.

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

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

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

14 K. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any
 15 provision of the Agreement.

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

19 M. CONTRACTOR shall ensure a Financial Separation and Physical Separation if engaging in the
 20 provision of Abortion Services.

21 **III. REPORTS**

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

26 B. CONTRACTOR shall collect and submit the following quality data to the Coalition of Orange
 27 County Community Clinics (Coalition) for use in its Access and Quality Program:

28 1. Comprehensive Diabetic Measures (eighteen (18) to seventy-five (75) years of age) -
 29 annual reporting of HbA1c Controls in Diabetics, LDL Control in Patients with Diabetes, and Blood
 30 Pressure; and

31 2. Retinopathy (Annual Exam); and

32 3. Nephrology (Annual Micro Albumin Lab); and

33 4. Body Mass Index (BMI) (2-17 year olds) - Annual Report of counseling for nutrition and
 34 physical activity including discussed behaviors, a checklist of addressed issues, referrals for nutritional
 35 and physical activities, and anticipatory guidance for nutrition and activity including:

36 a. Annual adolescent well-care visits; and
 37

b. Annual well-child visits in the 3rd through 6th years of life.

5. Persistent Asthma – the percentage of 5-50 years of age during the measurement year who were identified as having persistent asthma and who were appropriately prescribed medication during the measurement year.

6. Hypertension – the percentage of members eighteen (18) to eighty-five (85) years of age who had diagnosis of hypertension (HTN) and whose BP was adequately controlled (<140/90) during the measurement year.

7. Preventative measures including, but not limited to, age-appropriate immunizations and prostate exams and cervical and breast screenings.

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

IV. SERVICES

A. SERVICES TO BE PROVIDED:

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

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

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

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

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

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

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

B. STAFFING

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

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

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.

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