

1 CONTRACT
 2 FOR PROVISION OF
 3 INDIGENT AND TRAUMA CARE SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «HOSPITAL_NAME», «UC_DBA»
 8 JULY 1, 2020 THROUGH JUNE 30, 2025

9
 10 THIS CONTRACT entered into this «EFFECT_DATE» day of «EFFECT_MTH»
 11 «EFFECT_YR» (effective date), is by and between the COUNTY OF ORANGE, a political subdivision
 12 of State of California (COUNTY), and «HOSPITAL_NAME», «CORP_STATUS», (CONTRACTOR).
 13 COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or
 14 collectively as “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health
 15 Care Agency or an authorized designee (“ADMINISTRATOR”).

16
 17 **WITNESSETH:**

18
 19 WHEREAS, COUNTY may transfer funds to DHCS for deposit into the Private Hospital
 20 Supplemental Fund pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations and
 21 Welfare and Institutions Code Section 14166.12(e); and

22 WHEREAS, COUNTY is agreeable to transferring funds on behalf of CONTRACTOR to DHCS;
 23 and DHCS shall use transferred funds to obtain federal financial participation for distribution in all or
 24 part to CONTRACTOR; and

25 WHEREAS, COUNTY, as provided herein, desires to reimburse hospitals which are
 26 disproportionate providers of trauma services, including pediatric trauma, and promote access to trauma
 27 care, pursuant to Health and Safety Code, Division 2.5, Section 1797.98a et seq. and Section
 28 1797.198 et seq.; and

29 WHEREAS, COUNTY, as provided herein, wishes to disburse tobacco settlement revenue to
 30 hospitals pursuant to County Codified Ordinance, Article 14, Division 4, Section 1-4-250 et seq.; and

31 WHEREAS, CONTRACTOR currently contracts with the California Department of Health Care
 32 Services (DHCS) for the provision of Medi-Cal services; and

33 WHEREAS, CONTRACTOR also meets the criteria to be eligible for payments from the Private
 34 Hospital Supplemental Fund established pursuant to Welfare and Institutions Code Section 14166.12(b);
 35 and

36 WHEREAS, CONTRACTOR, a general acute care facility, licensed in accordance with the
 37 requirements of the California Health Facilities Licensure Act (Health and Safety Code, Division 2.5,

1 Section 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed and
2 prepared to provide medical services; and

3 WHEREAS, CONTRACTOR is willing to provide, for and in consideration of the payments
4 provided for under this Contract and upon the conditions hereinafter set forth, medical services to
5 persons covered by this Contract; and

6 WHEREAS, the Parties desire to provide a full statement of their respective rights and
7 responsibilities in connection with the provision of or arrangement for medical services to persons
8 covered by this Contract.

9 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2025

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

Period Two means the period from July 1, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023

Period Four means the period from July 1, 2023 through June 30, 2024

Period Five means the period from July 1, 2024 through June 30 2025

Master Contract and CONTRACTOR Allocation Periods:

July 1, 2020 through June 30, 2021

July 1, 2021 through June 30, 2022

July 1, 2022 through June 30, 2023

July 1, 2023 through June 30, 2024

July 1, 2024 through June 30, 2025

Basis for Payment: Formulated Amount (Based Upon Regulations)

Payment Method: Periodically, in arrears

CONTRACTOR DUNS Number: «DUNS»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «LC_NAME»
«LC_DBA»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_TITLE»
«CONTACT_EMAIL»

I. ACRONYMS

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

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| 1 | | |
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| 4 | A. | AB 109 Assembly Bill 109, 2011 Public Safety Realignment |
| 5 | B. | AIDS Acquired Immune Deficiency Syndrome |
| 6 | C. | ARRA American Recovery and Reinvestment Act of 2009 |
| 7 | D. | ASAM PPC American Society of Addiction Medicine Patient Placement Criteria |
| 8 | E. | ASI Addiction Severity Index |
| 9 | F. | ASRS Alcohol and Drug Programs Reporting System |
| 10 | G. | BHS Behavioral Health Services |
| 11 | H. | CalOMS California Outcomes Measurement System |
| 12 | I. | CalWORKs California Work Opportunity and Responsibility for Kids |
| 13 | J. | CAP Corrective Action Plan |
| 14 | K. | CCC California Civil Code |
| 15 | L. | CCR California Code of Regulations |
| 16 | M. | CESI Client Evaluation of Self at Intake |
| 17 | N. | CEST Client Evaluation of Self and Treatment |
| 18 | O. | CFDA Catalog of Federal Domestic Assistance |
| 19 | P. | CFR Code of Federal Regulations |
| 20 | Q. | CHPP COUNTY HIPAA Policies and Procedures |
| 21 | R. | CHS Correctional Health Services |
| 22 | S. | COI Certificate of Insurance |
| 23 | T. | CPA Certified Public Accountant |
| 24 | U. | CSW Clinical Social Worker |
| 25 | V. | DHCS California Department of Health Care Services |
| 26 | W. | D/MC Drug/Medi-Cal |
| 27 | X. | DPFS Drug Program Fiscal Systems |
| 28 | Y. | DRS Designated Record Set |
| 29 | Z. | EEOC Equal Employment Opportunity Commission |
| 30 | AA. | EHR Electronic Health Records |
| 31 | AB. | EOC Equal Opportunity Clause |
| 32 | AC. | ePHI Electronic Protected Health Information |
| 33 | AD. | EPSDT Early and Periodic Screening, Diagnosis, and Treatment |
| 34 | AF. | FFS Fee For Service |
| 35 | AG. | FSP Full Service Partnership |
| 36 | AH. | FTE Full Time Equivalent |
| 37 | AI. | GAAP Generally Accepted Accounting Principles |

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|----|-----|---------|---|
| 1 | AJ. | HCA | County of Orange Health Care Agency |
| 2 | AK. | HHS | Federal Health and Human Services Agency |
| 3 | AL. | HIPAA | Health Insurance Portability and Accountability Act of 1996, Public |
| 4 | | | Law 104-191 |
| 5 | AM. | HITECH | Health Information Technology for Economic and Clinical Health |
| 6 | | | Act, Public Law 111-005 |
| 7 | AN. | HIV | Human Immunodeficiency Virus |
| 8 | AO. | HSC | California Health and Safety Code |
| 9 | AP. | IRIS | Integrated Records and Information System |
| 10 | AQ. | ITC | Indigent Trauma Care |
| 11 | AR. | LCSW | Licensed Clinical Social Worker |
| 12 | AS. | MAT | Medication Assisted Treatment |
| 13 | AT. | MFT | Marriage and Family Therapist |
| 14 | AU. | MH | Mental Health |
| 15 | AV. | MHP | Mental Health Plan |
| 16 | AW. | MHS | Mental Health Specialist |
| 17 | AX. | MHSA | Mental Health Services Act |
| 18 | AZ. | MSN | Medical Safety Net |
| 19 | BA. | NIH | National Institutes of Health |
| 20 | BB. | NPI | National Provider Identifier |
| 21 | BC. | NPPES | National Plan and Provider Enumeration System |
| 22 | BD. | OCR | Federal Office for Civil Rights |
| 23 | BE. | OIG | Federal Office of Inspector General |
| 24 | BF. | OMB | Federal Office of Management and Budget |
| 25 | BG. | OPM | Federal Office of Personnel Management |
| 26 | BH. | P&P | Policy and Procedure |
| 27 | BI. | PA DSS | Payment Application Data Security Standard |
| 28 | BJ. | PATH | Projects for Assistance in Transition from Homelessness |
| 29 | BK. | PC | California Penal Code |
| 30 | BL. | PCI DSS | Payment Card Industry Data Security Standards |
| 31 | BM. | PCS | Post-Release Community Supervision |
| 32 | BN. | PHI | Protected Health Information |
| 33 | BO. | PII | Personally Identifiable Information |
| 34 | BP. | PRA | California Public Records Act |
| 35 | BQ. | PSC | Professional Services Contract System |
| 36 | BR. | SAPTBG | Substance Abuse Prevention and Treatment Block Grant |
| 37 | BS. | SIR | Self-Insured Retention |

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|---|-----|-------|--|
| 1 | BT. | SMA | Statewide Maximum Allowable (rate) |
| 2 | BU. | SOW | Scope of Work |
| 3 | BV. | SUD | Substance Use Disorder |
| 4 | BW. | UMDAP | Uniform Method of Determining Ability to Pay |
| 5 | BX. | UOS | Units of Service |
| 6 | BY. | USC | United States Code |
| 7 | BZ. | WIC | Women, Infants and Children |

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II. ALTERATION OF TERMS

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A. This Contract, together with Exhibit(s) A, B, C, D, and E, attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.

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

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III. CONFLICT OF INTEREST

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CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors pursuant to the terms and conditions of this Contract. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

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IV. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume

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1 CONTRACTOR’s duties and obligations contained in this Contract and complete them to the
2 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
3 part, without the prior written consent of COUNTY.

4 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
5 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
6 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
7 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
8 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, etc.) within a two (2) month period of time, shall be
18 deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
19 derogation of 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 Contract in the event COUNTY
29 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
30 COUNTY pursuant to the terms and conditions of this Contract.

31 C. CONTRACTOR’s obligations undertaken pursuant to this Contract may be carried out by
32 means of subcontracts, provided such subcontractors meet the requirements of this Contract as they
33 related to the service or activity under subcontract prior to the beginning of service delivery under this
34 Contract.

35 1. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
36 pursuant to this Contract.

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1 alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain from
 2 all employees, verification and other documentation of employment eligibility status required by federal
 3 or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act
 4 of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended.
 5 CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed
 6 by the law.

7 8 **VII. FACILITIES, PAYMENTS AND SERVICES**

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

14 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
 15 administrative capabilities required to carry out its duties and responsibilities under this Contract and in
 16 accordance with all the applicable statutes and regulations pertaining to Medi-Cal Providers.

17 18 **VIII. INSPECTIONS AND AUDITS**

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

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

32 **C. AUDIT RESPONSE**

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

1 2. With the exception of the SB 1100 Program as referenced in Exhibit D of this Contract, if
2 the audit reveals that money is payable from one Party to the other, that is, reimbursement by
3 CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds
4 shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the
5 audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is
6 not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
7 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
8 reimbursement due COUNTY.

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

13
14 **IX. LICENSES AND LAWS**

15 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
16 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
17 waivers, and exemptions necessary pursuant to the terms and conditions of this Contract and required by
18 the laws, regulations and requirements of the United States, the State of California, COUNTY, and all
19 other applicable governmental agencies.

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

22 C. The Parties acknowledge that each is a Covered Entity, as defined by the Health Insurance
23 Portability and Accountability Act (HIPAA) and is responsible for complying with said regulations for
24 purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own
25 purposes. Except as otherwise limited by said regulation or law, CONTRACTOR shall provide to
26 COUNTY, and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on
27 behalf of, CONTRACTOR as specified in this Contract, provided such use or disclosure would not
28 violate the Privacy Rule if done by CONTRACTOR or the Minimum Necessary policies and procedures
29 of CONTRACTOR as required and/or defined by HIPAA.

30 D. CONTRACTOR attests, to the best of its knowledge, that all hospital-based
31 medical/professional staff providing services at CONTRACTOR’s facility(ies), under this Contract, are
32 and will continue to be as long as this Contract remains in effect, the holders of currently valid licenses
33 and/or certifications in the State of California required to perform the services for which they have been
34 hired by hospital to provide and are members in “good standing” of the medical/professional staff of
35 CONTRACTOR’s facility(ies).

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1 E. CONTRACTOR shall:

- 2 1. fully comply with all applicable federal and state reporting requirements regarding its
- 3 employees; and
- 4 2. fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices
- 5 of Assignment.

6 F. Failure of CONTRACTOR to comply with all federal and state employee reporting
7 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
8 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Contract; and
9 failure to cure such breach within sixty (60) calendar days shall constitute grounds for termination of
10 this Contract.

11 G. It is expressly understood that COUNTY may transmit information regarding
12 CONTRACTOR's noncompliance to governmental agencies charged with the establishment and
13 enforcement of child support orders or Wage and Earnings Assignment Orders and Notices of
14 Assignment, or as permitted by federal and/or state statute.

15
16 **X. NOTICES**

17 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
18 authorized or required by this Contract shall be effective:

- 19 1. When written and deposited in the United States mail, first class postage prepaid and
- 20 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
- 21 ADMINISTRATOR;
- 22 2. When faxed, transmission confirmed;
- 23 3. When sent by Email; or
- 24 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 25 Service, or any other expedited delivery service.

26 B. Formal Notices, such as Termination Notices or notices modifying terms and conditions of this
27 Contract, as allowed pursuant to this Contract, shall be effective:

- 28 1. When written and deposited in the United States mail, first class postage prepaid, certified
- 29 mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions of this
- 30 Contract or as otherwise directed by ADMINISTRATOR; or
- 31 2. When delivered by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 32 Service or any other expedited delivery service.

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

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1 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
2 ADMINISTRATOR.

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

8 9 **XI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

18 D. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
19 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
20 and implement written record management procedures.

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

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

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

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

30 F. CONTRACTOR may retain patient documentation electronically in accordance with the terms
31 of this Agreement and common business practices. If documentation is retained electronically,
32 CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

9 I. CONTRACTOR shall retain all participant, client and/or patient medical records for seven (7)
10 years after the last date of service.

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

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

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

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

21 N. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
22 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
23 CONTRACTOR.

24 O. CONTRACTOR may be required to retain all records involving litigation proceedings and
25 settlement of claims for a longer term as reasonably directed by ADMINISTRATOR.

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

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

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1 indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires,
 2 explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or
 3 other work interruptions by a party's officers, agents, employees, affiliates, or contractors, or any similar
 4 cause beyond the reasonable control of any party to this Contract. However, all parties shall make good
 5 faith efforts to perform under this Contract in the event of any such circumstance.

6 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
 7 any of the following events:

- 8 1. The loss by CONTRACTOR of legal capacity.
- 9 2. Cessation of services.
- 10 3. The loss of accreditation or any license required by the Licenses and Law Paragraph of this
 11 Contract.
- 12 4. The delegation or assignment by CONTRACTOR of obligations hereunder to another
 13 entity without the prior written consent of COUNTY.

14 C. CONTINGENT FUNDING

- 15 1. Any obligation of COUNTY under this Contract shall be contingent upon the following:
 - 16 a. The continued availability of federal, state and county funds for reimbursement of
 17 COUNTY's expenditures, and
 - 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
 19 approved by the Board of Supervisors.
- 20 2. In the event such funding is subsequently reduced or terminated:
 - 21 a. COUNTY may reduce its obligations to make payments under this Contract upon thirty
 22 (30) calendar days prior written notice to CONTRACTOR.
 - 23 b. CONTRACTOR may terminate this Contract; provided, however, CONTRACTOR
 24 shall give thirty (30) calendar days prior written notice to COUNTY, which notice shall be given no
 25 later than thirty (30) calendar days after notice by COUNTY of its intent to reduce funding, without any
 26 cure period, notwithstanding any other prior or subsequent provisions of this Contract.

27 D. After receiving a notice of termination, CONTRACTOR shall do the following:

- 28 1. Comply with termination instructions provided by ADMINISTRATOR in a manner that is
 29 consistent with recognized standards of quality care and prudent business practice for hospitals in the
 30 communities in which CONTRACTOR is located.
- 31 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
 32 performance during the remaining allocation period.
- 33 3. Until the date of termination, continue to provide the same level of service required by this
 34 Contract.
- 35 4. Until the date of termination, continue to be reimbursed by COUNTY for provision of
 36 services specified herein.

37 //

1 5. If patients are to be transferred to another facility for services, furnish ADMINISTRATOR,
2 upon request, all patient information and records deemed necessary by ADMINISTRATOR to effect an
3 orderly transfer.

4 6. Assist ADMINISTRATOR in effecting the transfer of patients in a manner consistent with
5 their best interests.

6 E. The rights and remedies of COUNTY and CONTRACTOR provided in this Termination
7 Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or
8 under this Contract.

9
10 **XVI. THIRD PARTY BENEFICIARY**

11 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,
12 but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

13
14 **XVII. WAIVER OF DEFAULT OR BREACH**

15 Waiver by either party of any default by the other party shall not be considered a waiver of any
16 other or subsequent default. Waiver by either party of any breach by the other party of any provision of
17 this Contract shall not be considered a waiver of any other or subsequent breach. Waiver by the other
18 party of any default or any breach by the other party shall not be considered a modification of the terms
19 of this Contract.

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

3
4 «HOSPITAL_NAME», «UC_DBA»

5
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7 BY: _____ DATED: _____

8
9 TITLE: _____

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12 BY: _____ DATED: _____

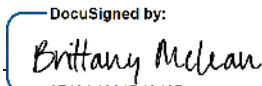
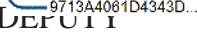
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14 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

28
29 DocuSigned by:
30 BY:  _____ DATED: 5/4/2020
31  9713A4081D4343D...

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

EXHIBIT A
 CONTRACT FOR PROVISION OF
 INDIGENT AND TRAUMA CARE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «HOSPITAL_NAME», «UC_DBA»
 JULY 1, 2020 THROUGH JUNE 30, 2025

I. SERVICE DESIGNATION(S)

A. CONTRACTOR agrees to receive funding and provide the corresponding required services pursuant to the terms and conditions specified in this Contract by and between COUNTY and CONTRACTOR as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

| | | | |
|---|---|--|--|
| Emergency Medical Services Fund as specified in Exhibit B | Tobacco Settlement Revenue General Provisions as specified in Exhibit C | Tobacco Settlement Revenue – SB 1100 Program as Specified in Exhibit D | Tobacco Settlement Program – Whole Person Care as Specified in Exhibit E |
| «SRVC_DESG_1» | «SRVC_DESG_2» | «SRVC_DESG_3» | «SRVC_DESG_4» |

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Service Designation(s) Paragraph of this Exhibit A to the Contract.

II. 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 this Contract.

1. “Contracting Hospital” or “Hospital” means a hospital that has executed a Contract for the Provision of Indigent and Trauma Care Services with COUNTY that is the same as this Contract.
2. “Fiscal Year” or “FY” means the period commencing July 1 and ending June 30.
3. “Hospital Association of Southern California” or “HASC” means the hospital trade association that serves the political, economic and educational needs of Contracting Hospitals, and the organization agreed to by the Parties to distribute information and facilitate communications regarding the Contract. Contracting Hospital is not required to be a member of HASC to participate in this Contract and may request to receive notices separately.

//

1 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

3
4 **III. NEW PARTICIPANTS**

5 A. It is understood by the Parties that hospitals that are not currently participating in this Contract
6 may do so after meeting the terms of this Contract, for each applicable service designation specified by
7 CONTRACTOR. A hospital shall notify COUNTY, through HASC, in writing of its desire to
8 participate, and the hospital may enter into a Contract that is identical to this Contract. For participation
9 in the Tobacco Settlement Revenue, Subparagraph III.B. of Exhibit C to this Contract shall be amended
10 by ADMINISTRATOR and shall be in effect upon execution of the Contract with the new participant.

11 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the New
12 Participants Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
2 TO CONTRACT FOR THE PROVISION OF
3 INDIGENT AND TRAUMA CARE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «HOSPITAL_NAME», «UC_DBA»
8 JULY 1, 2020 THROUGH JUNE 30, 2025
9

10 EMERGENCY MEDICAL SERVICES FUND

11 I. COMMON TERMS AND DEFINITIONS

12 A. The Parties agree to the following terms and definitions, and to those terms and definitions,
13 which for convenience are set forth elsewhere in this Contract.

14 1. “County Emergency Medical Services Trauma Registry” means a standardized data
15 collection instrument that shall include, at a minimum, the data elements outlined in the California Code
16 of Regulations, Title 22, Chapter 7, Article 2, Section 100257.

17 2. “EMS” or “Emergency Medical Services” means the services utilized in responding to a
18 medical emergency.

19 3. “EMSF” means the Emergency Medical Services Fund established by COUNTY in
20 accordance with HSC Section 1797.98a.

21 4. “Inability to pay” means a financial condition that meets the written standards and policies
22 established by CONTRACTOR for charity care that shall be reported by CONTRACTOR in accordance
23 with the regulations published by the Office of Statewide Health Planning and Development.

24 5. “Local EMS Agency” means the Orange County Health Care Agency’s Emergency
25 Medical Services program.

26 6. “Medically necessary services” means medical services necessary to protect life, to prevent
27 significant disability or to prevent serious deterioration of health.

28 7. “SB 1773 Funds” means additional revenues from certain fines and penalties received by
29 COUNTY and deposited into the EMSF.

30 8. “Trauma Care Fund” means a fund created in the State Treasury, pursuant to HSC, Division
31 2.5, Section 1797.199 *et seq.*, to provide monies for allocations to local EMS agencies, for distribution to
32 Local EMS agency-designated trauma centers.

33 9. “Trauma Center” means a licensed hospital, accredited by the Joint Commission on
34 Accreditation of Healthcare Organizations, which has been designated as a Level I or II trauma center by
35 the Local EMS Agency.

36 //

1 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Common Terms and Definitions Paragraph of this Exhibit B to the Contract.

3
4 **II. CONTRACTOR OBLIGATIONS**

5 A. EMERGENCY MEDICAL SERVICES FUND (EMSF) - As a condition for CONTRACTOR
6 to receive funds from the Emergency Medical Services Fund, CONTRACTOR shall:

7 1. Be designated as a trauma center by the Local EMS Agency pursuant to HSC Division 2.5,
8 Section 1798.165.

9 2. Submit relevant and pertinent data as requested by the Local EMS Agency that complies
10 with state and local EMS data requirements.

11 B. SB 1773 FUNDS – As a condition for CONTRACTOR to receive SB 1773 funds,
12 CONTRACTOR shall:

13 1. Be designated as a trauma center by the Local EMS Agency pursuant to California Health
14 & Safety Code, Section 1798.165 and comply with the requirements of the H&S Code section.

15 2. Be located within the Local EMS Agency’s geographic boundaries.

16 3. Agree to remain a trauma center and/or provide contracted pediatric trauma care and/or
17 emergency services through June 30 of the fiscal year in which it receives funding. If the trauma center
18 ceases to function as a trauma center, CONTRACTOR shall pay back to the COUNTY a pro rata
19 portion of the funding that has been received.

20 C. Long Beach Memorial Medical Center, as a COUNTY recognized Trauma Center for the
21 receipt of Orange County residents contingent upon its designation by Los Angeles County, shall be
22 obligated to only those terms specified in this Exhibit B to the Contract.

23 D. Unless otherwise specified herein, in the event of audit exceptions and/or fiscal disallowances
24 by the state and/or COUNTY for funds received by CONTRACTOR for services provided in
25 accordance with this Contract, CONTRACTOR shall remit all or part of funds received in accordance
26 with directions provided by ADMINISTRATOR subject to all appeals as permitted by law.

27 E. CONTRACTOR shall sign and return an executed copy of this Contract to HASC no later than
28 sixty (60) calendar days following receipt of the Contract from COUNTY by HASC.

29 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
30 Contractor Obligations Paragraph of this Exhibit B to the Contract.

31
32 **III. PAYMENT METHODOLOGY**

33 A. EMSF - PAYMENTS TO TRAUMA CENTERS

34 1. Payments shall be limited to and made from the hospital portion of the EMSF, after
35 payment of administrative costs permitted by law.

36 //

37 //

2. Each Period, COUNTY shall pay one hundred twenty-five thousand dollars (\$125,000) to each Orange County-designated trauma center that is a Contracting Hospital during the applicable Period.

3. The balance of the EMSF, if any, shall be paid by COUNTY to each trauma center based upon the ratio of services provided by each trauma center to total services provided by all trauma centers during each Period, as reported to the County Emergency Medical Services Trauma Registry.

a. If CONTRACTOR is located within the borders of Orange County, CONTRACTOR shall also be required to be a Medical Safety Net Program contracting hospital to receive these funds.

b. ADMINISTRATOR shall determine the ratio of services provided by each trauma center, and approve the amount and timing of payments due for services provided during each Period.

4. COUNTY shall add to the final distribution of EMSF any interest earned on these Funds.

5. The estimated timelines for payment of EMSF Funds provided through this Contract are as follows:

| Period | Base Payment Distributed | Balance of EMSF Distributed |
|--------------|--------------------------|-----------------------------|
| Period One | April 2021 | September 2021 |
| Period Two | April 2022 | September 2022 |
| Period Three | April 2023 | September 2023 |
| Period Four | April 2024 | September 2024 |
| Period Five | April 2025 | September 2025 |

B. SB 1773 - PAYMENTS TO TRAUMA CENTERS

1. Payments shall be limited to and made from the pediatric trauma center and hospital portions of the SB 1773 funds, after payment of administrative costs as permitted by law.

2. The initial fifteen percent (15%) of all SB 1773 funds collected by COUNTY shall be paid by COUNTY to Orange County Trauma Centers, including Long Beach Memorial Hospital, based upon the ratio of pediatric trauma runs for Orange County residents provided by each trauma center to total pediatric trauma runs provided by all trauma centers during each Period, as reported to the County Emergency Medical Services Trauma Registry.

3. The hospital allocation of SB 1773 funds, shall be paid by COUNTY to each trauma center based upon the ratio of adult trauma runs for Orange County residents provided by each trauma center to total adult trauma runs provided by all trauma centers during each Period, as reported to the County Emergency Medical Services Trauma Registry.

a. If CONTRACTOR is located within the borders of Orange County, CONTRACTOR shall also be required to be a Medical Safety Net Program contracting hospital to receive these funds.

1 b. ADMINISTRATOR shall determine the ratio of services provided by each trauma
 2 center, and approve the amount and timing of payments due for services provided during each Period.

3 4. COUNTY shall add to the final distribution of SB 1773 funds any interest earned on said
 4 funds.

5 5. The estimated timelines for payment of SB 1773 Funds provided through this Contract are
 6 as follows:

| Period | SB 1773 Distributed |
|--------------|------------------------|
| Period One | September 2020 |
| Period Two | September 2021 |
| Period Three | September 2022 |
| Period Four | September 2023 |
| Period Five | September 2024 |

14
 15 C. COUNTY may withhold any or all of the funds specified in Subparagraphs II.A. through II.B.
 16 of this Exhibit B of the Contract, consistent with the regulations pertaining to the specific funding
 17 source, in order to recover any overpayments made of said funds to CONTRACTOR in previous
 18 agreements or to recover funds due COUNTY from CONTRACTOR pursuant, but not limited, to the
 19 following; provided, however, that any funds withheld shall be redistributed to Contracting Hospitals by
 20 COUNTY consistent with the regulations pertaining to the specific funding source:

- 21 1. CONTRACTOR’s failure to comply with the provisions of this Contract.
- 22 2. CONTRACTOR is found to be non-compliant with the conditions for receiving funds
 23 including, but not limited to, inability to document eligible expenditures.
- 24 3. Audit exceptions and/or fiscal disallowances by the state and/or COUNTY for funds
 25 received by CONTRACTOR for services provided in accordance with this Contract.
- 26 4. Recovery of any overpayments made in previous agreements between CONTRACTOR and
 27 COUNTY for Indigent and Trauma Care Services.

28 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 29 Payment Methodology Paragraph of this Exhibit B to the Contract.

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1 EXHIBIT C
2 TO CONTRACT FOR THE PROVISION OF
3 INDIGENT AND TRAUMA CARE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «HOSPITAL_NAME», «UC_DBA»
8 JULY 1, 2020 THROUGH JUNE 30, 2025
9

10 TOBACCO SETTLEMENT REVENUE

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

13 A. The Parties agree to the following terms and definitions, and to those terms and definitions,
14 which for convenience are set forth elsewhere in this Contract.

- 15 1. “OSHPD” means the Office of Statewide Health Planning and Development.
16 2. “Tobacco Settlement Revenue Funds” or “TSR Funds” means those Tobacco Settlement
17 Revenue funds received by COUNTY, pursuant the Codified Ordinances of Orange County,
18 Title 1, Division 4, Article 14, to be distributed to hospitals to offset the cost of providing charity care.

19 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
20 Common Terms and Definitions Paragraph of this Exhibit C to the Contract.

21
22 **II. CONTRACTOR OBLIGATIONS**

23 A. As a condition for CONTRACTOR to receive TSR Funds, CONTRACTOR shall:

- 24 1. Maintain basic or comprehensive emergency services and
25 2. Report Charity Care-Other plus Bad Debts OSHPD.

26 B. In the event that reporting requirements are established as a condition for COUNTY to receive
27 TSR Funds, CONTRACTOR shall work in collaboration with COUNTY to address those reporting
28 requirements. ADMINISTRATOR shall notify CONTRACTOR and HASC of any such requirements.

29 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
30 Contractor Obligations Paragraph of this Exhibit C to the Contract.

31
32 **III. ALLOCATION OF TOBACCO SETTLEMENT REVENUE FUNDS**

33 A. In accordance with County Codified Ordinance, Article 14, Division 4, Section 1-4-251(a)(5),
34 the amount of TSR funds allocated to CONTRACTOR shall be based the amount of Charity Care-Other
35 plus Bad Debts as reported to OSHPD in proportion to the total Charity Care-Other plus Bad Debts
36 reported by all eligible Orange County Contracting Hospitals. The data used and calculations completed

37 //

1 for each Period shall be in accordance with the timeframes specified in Paragraph IV of this Exhibit C of
2 the Contract.

3 B. An estimated distribution of TSR Funds for Period One is as follows, which shall be amended
4 to reflect the actual calculations in accordance Subparagraph III.A. of this Exhibit C of the Contract, and
5 annually thereafter:

| | Charity Care & Bad Debt | Percent Of Total | TSR Allocation |
|---|----------------------------|---------------------|-------------------|
| <u>Hospitals by Corporate Ownership</u> | | | |
| <u>CHILDREN'S HOSPITAL</u> | | | |
| Children's Hospital at Mission | \$ 6,990,188 | 1.31% | \$ 24,440 |
| Children's Hospital of Orange County | <u>\$28,231,229</u> | <u>5.27%</u> | <u>\$ 98,705</u> |
| SUBTOTAL | \$35,221,417 | 6.58% | \$106,830 |
| <u>KPC HEALTHCARE INC.</u> | | | |
| Anaheim Global Medical Center | \$ 2,372,385 | 0.44% | \$ 8,295 |
| Chapman Global Medical Center | \$ 5,104,320 | 0.95% | \$ 17,846 |
| Orange County Global Medical Center | \$ 4,080,438 | 0.76% | \$ 14,266 |
| South Coast Global Medical Center | <u>\$19,075,442</u> | <u>3.56%</u> | <u>\$ 66,693</u> |
| SUBTOTAL | \$30,632,585 | 5.72% | \$107,100 |
| <u>PRIME HEALTHCARE</u> | | | |
| Garden Grove Hospital & Med Center | \$ 7,999,861 | 1.49% | \$ 27,970 |
| Huntington Beach Hospital & Med Center | \$22,048,285 | 4.12% | \$ 77,087 |
| La Palma Intercommunity Hospital | \$ 4,927,679 | 0.92% | \$ 17,229 |
| West Anaheim Medical Center | <u>\$ 4,327,300</u> | 0.81% | <u>\$ 15,129</u> |
| SUBTOTAL | \$39,303,125 | 7.34% | \$137,415 |
| <u>TENET HEALTHCARE</u> | | | |
| Fountain Valley Regional Hospital & Medical Center | \$26,957,394 | 5.03% | \$ 94,251 |
| Los Alamitos Medical Center | \$16,507,154 | 3.08% | \$ 57,714 |
| Placentia Linda Hospital | <u>\$ 9,718,276</u> | <u>1.81%</u> | <u>\$ 33,978</u> |
| SUBTOTAL | \$53,182,824 | 9.93% | \$185,943 |

| | Charity Care & Bad Debt | Percent Of Total | TSR Allocation |
|--|----------------------------|---------------------|-------------------|
| <u>Hospitals by Corporate Ownership</u> | | | |
| <u>AHMC</u> | | | |
| AHMC Anaheim Regional Med Center | \$ 12,540,693 | 2.34% | \$ 43,846 |
| <u>PROSPECT MEDICAL HOLDINGS</u> | | | |
| Foothill Regional Medical Center | \$ 3,348,015 | 0.63% | \$ 11,706 |
| <u>MEMORIALCARE HEALTH SYSTEMS</u> | | | |
| Orange Coast Memorial Medical Center | \$ 12,751,053 | 2.38% | \$ 44,581 |
| Saddleback Memorial Medical Center | \$ 15,885,958 | 2.97% | \$ 55,542 |
| SUBTOTAL | \$ 28,637,011 | 5.35% | \$100,123 |
| <u>ST. JOSEPH HOAG HEALTH SYSTEM</u> | | | |
| Hoag Memorial Hospital Presbyterian | \$ 52,209,348 | 9.75% | \$182,539 |
| Mission Hospital | \$ 55,171,221 | 10.30% | \$192,895 |
| St. Joseph Hospital - Orange | \$ 38,436,344 | 7.18% | \$134,385 |
| St. Jude Medical Center | \$ 40,094,406 | 7.49% | \$140,182 |
| SUBTOTAL | \$185,911,319 | 34.71% | \$650,001 |
| <u>UNIVERSITY OF CALIFORNIA</u> | | | |
| Regents of the University of CA - Irvine | \$146,794,846 | 27.41% | \$513,235 |
| TOTAL ALL HOSPITALS | \$535,571,835 | 100% | \$1,872,514 |

C. This above distribution calculations may be amended by ADMINISTRATOR under one or more of the following circumstances, and for each occurrence ADMINISTRATOR shall prepare an amended Subparagraph III.B. of this Exhibit C to the Contract. CONTRACTOR agrees that said amended Subparagraph shall be provided to HASC for distribution to all Orange County Contracting Hospitals.

1. Deletion of a Contracting Hospital participant in this Contract
2. Addition of a new participant in this Contract
3. Any change in corporate ownership of a Contracting Hospital

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1 4. Any request of any Contracting Hospital's corporate ownership to reallocate funding
 2 among its Contracting Hospitals in accordance with COUNTY policy approved by the COUNTY's
 3 Board of Supervisors on November 9, 2010:

4 5. Any change in CONTRACTOR eligibility for funding

5 6. Any change in Tobacco Settlement Revenue funds received by COUNTY

6 7. Any change in a Contracting Hospital's percent of Charity Care/Other and Bad Debts
 7 reported to the Office of Statewide Health Planning and Development which would in turn affect the
 8 distribution of Tobacco Settlement Revenue Funds specified herein.

9 D. The Parties agree that a distribution table for Period Two, Period Three, Period Four, and Period
 10 Five shall be completed in accordance Subparagraph III.B. of Exhibit C to the Contract.

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

14 F. The Parties agree that rounding corrections may be made by ADMINISTRATOR prior to
 15 distribution of funds.

16 G. The Parties agree that corporate ownership of Contracting Hospitals may request the initial
 17 allocation of TSR Funding of any of its Contracting Hospitals to be reallocated to any or all of the
 18 corporate ownership's other Contracting Hospitals. ADMINISTRATOR shall approve or deny such
 19 requests in accordance with the policy approved by the COUNTY Board of Supervisors on
 20 November 9, 2010. Approved requests shall be reflected in the amended distribution table for the
 21 applicable Period(s).

22 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 23 Allocation of Tobacco Settlement Revenue Funds Paragraph of this Exhibit C to the Contract.

24 **IV. PAYMENT METHODOLOGY**

25
 26 A. For Contracting Hospitals which have not otherwise committed all of their TSR Allocation to
 27 Optional Programs as described in Paragraph V below, distribution of TSR funds not otherwise
 28 allocated to an Optional Program shall be as follows:

29 1. Within seven (7) calendar days of receipt of TSR funds from the state, which the Parties
 30 agree has been historically in April of each fiscal year, COUNTY shall finalize the calculations to
 31 distribute TSR Funds to qualifying Contracting Hospitals within Orange County that maintain basic or
 32 comprehensive emergency services or trauma centers, to partially offset the costs of providing charity
 33 care.

34 a. The Parties agree that the OSHPD Annual Financial Data for hospitals found at
 35 <http://www.oshpd.ca.gov/hid/Products/Hospitals/QuatrlyFinanData/CmpleteData/default.asp> shall be
 36 the official data used to complete the calculations for each applicable Period. The Parties have agreed to
 37 use the four quarters ending September of each Calendar Year for final distribution of the funds received

1 in April. The Parties, through HASC, may agree to use another annual period; recognizing that the
 2 annual data for each Calendar Year is generally available by the following October.

3 b. At the sole discretion of, and in accordance with the calculations made by
 4 ADMINISTRATOR, TSR Funds to CONTRACTOR shall be adjusted to reflect additions to or
 5 deletions from the list of Contracting Hospitals, as specified in Exhibit C to this Contract.

6 c. Upon written notification from HASC to ADMINISTRATOR regarding the acquisition
 7 of one or more Contracting Hospitals by another Contracting Hospital, ADMINISTRATOR may adjust
 8 TSR Funds to CONTRACTOR to reflect said acquisition.

9 2. COUNTY shall not distribute TSR Funds to Long Beach Memorial Medical Center.

10 B. The estimated timelines for allocation of TSR Funds provided through this Contract are as
 11 follows:

| 13 Period | OSHPD data for | OSHPD Data | TSR Funds | Calculations |
|-----------------|-------------------|--------------|-------------|--------------|
| 14 | 4 quarters ending | Available | Received by | Finalized |
| 15 | | | COUNTY | |
| 16 Period One | September 2020 | January 2021 | April, 2021 | April, 2021 |
| 17 Period Two | September 2021 | January 2022 | April, 2022 | April, 2022 |
| 18 Period Three | September 2022 | January 2023 | April, 2023 | April, 2023 |
| 19 Period Four | September 2023 | January 2024 | April, 2024 | April, 2024 |
| 20 Period Five | September 2024 | January 2025 | April, 2025 | April, 2025 |

21
 22 3. TSR Funds shall be distributed to CONTRACTOR prior to June of each Period.

23 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 24 Payment Methodology Paragraph of this Exhibit C to the Contract.

25
 26 **V. OPTIONAL PROGRAMS**

27 A. The Parties agree that TSR Funds may be used as match funding for State or federal programs in
 28 which Contracting Hospitals may be eligible to participate at the discretion of both CONTRACTOR
 29 and/or COUNTY.

30 1. The amount of TSR funds to be used as matching funds, and the corresponding dollars
 31 provided as match, shall be mutually agreed upon by CONTRACTOR and ADMINISTRATOR;
 32 provided further that all uses and distributions are in accordance with guidance and regulations provided
 33 for the applicable State or federal program.

34 2. CONTRACTOR agrees to comply with reconciliation processes as may be implemented by
 35 ADMINISTRATOR to ensure each Contracting Hospital receives no more than the amount of TSR
 36 funding that would have been allocated should an amount be committed prior to the actual and final
 37 distribution of TSR funds in accordance with Paragraph IV of Exhibit C to the Contract.

1 B. As of the execution of this Contract, CONTRACTOR may elect to allocate a portion or all of its
2 TSR allocation in one or more of the following programs:

- 3 1. SB 1100 as described in Exhibit D to this Contract.
- 4 2. Whole Person Care Program as described in Exhibit E to this Contract.

5 C. Other programs which benefit Contracting Hospitals and/or COUNTY, for which Contracting
6 Hospitals may be requested or required to provide all or a portion of their TSR funding in order to
7 participate, may be added as additional Exhibits to the Contract through a formal amendment process
8 between CONTRACTOR and COUNTY.

9 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
10 Optional Programs Paragraph of this Exhibit C to the Contract.

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1 EXHIBIT D
2 TO CONTRACT FOR THE PROVISION OF
3 INDIGENT AND TRAUMA CARE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «HOSPITAL_NAME», «UC_DBA»
8 JULY 1, 2020 THROUGH JUNE 30, 2025
9

10 **SB 1100 PROGRAM**

11 **I. COMMON TERMS AND DEFINITIONS**

12 A. The Parties agree to the following terms and definitions, and to those terms and definitions,
13 which for convenience are set forth elsewhere in this Contract.

14 1. “Disproportionate Share Hospital” or “DSH Hospital” means a designation given by DHCS
15 to hospitals which serve a disproportionate number of low-income patients and are not designated as
16 public hospitals by DHCS.

17 2. “Inability to pay” means a financial condition that meets the written standards and policies
18 established by CONTRACTOR for charity care that shall be reported by CONTRACTOR in accordance
19 with the regulations published by the Office of Statewide Health Planning and Development.

20 3. “Intergovernmental Transfer” or “IGT” means, for the purposes of this Contract, the
21 transfer of TSR Funds from COUNTY to DHCS to use as match funds for federal financial participation
22 in accordance with WIC 14166.12.

23 4. “Medically necessary services” means medical services necessary to protect life, to prevent
24 significant disability or to prevent serious deterioration of health.

25 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
26 Common Terms and Definitions Paragraph of this Exhibit D to the Contract.
27

28 **II. SB 1100 PARTICIPATION REQUIREMENTS AND PAYMENT**

29 **METHODOLOGY**

30 A. Contracting Hospitals that are DSH Hospitals are eligible for participation in the SB 1100
31 Program and to receive payments from the Private Hospital Supplemental Fund (PHSF) established
32 pursuant to WIC Section 14166.12(b) which is administered by DHCS for the provision of Medi-Cal
33 services.
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35 1. TSR Funds allocated to DSH Hospitals qualify as public funds which may be transferred
36 from COUNTY, through an IGT, to DHCS for deposit into the PHSF pursuant to CFR, Title 42, Section
37 433.51 and WIC Section 14166.12(e).

1 2. Pursuant to Welfare and Institutions (W&I) Code 14166.12(f), DHCS shall utilize the funds
2 provided by COUNTY to obtain federal financial participation to the full extent permitted by law for
3 deposit into the PHSF, which COUNTY anticipates to be an amount equal to the amount of the IGT.

4 3. Contracting Hospitals must be identified by DHCS in the State Plan Amendment (SPA) to
5 receive supplemental payments from the PHSF and, unless a Contracting Hospital loses DSH status.

6 a. The list of hospitals in the SPA may not be modified unless expressly allowed by
7 DHCS.

8 b. DHCS determines the payment cycles for each SPA which may range from a 1-year
9 payment cycle to a 3-year payment cycles for the SPA.

10 1) As of the execution of this Contract, DHCS is in a 3-year payment cycle for the
11 period FY 2019 – 2022, and shall hereafter be known as Cycle 1.

12 2) ADMINISTRATOR shall notify Contracting Hospitals, through HASC, of the
13 payment cycles determined by DHCS impacting the remaining Periods of the Contract.

14 c. “Cycle 1” means payments made by DHCS to DSH Hospitals from the PHSF for FY
15 2019-20, FY 2020-21 and FY 2021-22. Each FY of Cycle 1 is included appropriate SPA. Further, the
16 following Contracting Hospitals are also specified in SPA and have agreed to the use of their TSR funds
17 for the IGT as specified in this Exhibit D.

18 1) Children’s Hospital of Orange County

19 2) Anaheim Global Medical Center

20 3) Orange County Global Medical Center

21 4) South Coast Global Medical Center

22 5) Garden Grove Hospital and Medical Center

23 6) Fountain Valley Regional Hospital and Medical Center

24 d. “Cycle 2 and beyond” means payments made by DHCS to DSH Hospitals from the
25 PHSF for Fiscal Years to be specified by DHCS in the SPA for that period and for which periods are
26 included in this Contract. Contracting Hospitals eligible to receive supplemental payments from the
27 PHSF for Cycle 2 and beyond may also agree to the use of their TSR funds for the IGT as specified in
28 this Exhibit D; provided, however, that the Contracting Hospital agrees to participate in each year of the
29 Cycle unless otherwise allowed by DHCS. ADMINISTRATOR shall provide a list of hospitals
30 participating in Cycle 2 and beyond based on the addition or deletion of DSH Hospitals and/or changes
31 in hospitals under corporate ownership, and/or a Contracting Hospital’s concurrence to participate in the
32 PHSF.

33 B. In accordance with COUNTY policy approved by the COUNTY’s Board of Supervisors on
34 November 9, 2010, for the purposes of maximizing federal financial participation, and therefore,
35 supplemental payments from the PHSF, Contracting Hospitals that are not DSH Hospitals, but are
36 within a corporate ownership system that has one (1) or more DSH Hospitals, may reallocate all or a
37 portion of their TSR allocation to a DSH Hospital within the same corporate ownership.

1 1. For Cycle 1, the following Contracting Hospitals are not DSH Hospitals, but are within a
 2 corporate ownership system that has one (1) or more DSH Hospitals. ADMINISTRATOR shall update
 3 this list in relation to DSH Hospitals receiving supplemental payments from the PHSF for Cycle 2 based
 4 on the addition or deletion of DSH Hospitals and/or changes in hospitals under corporate ownership,
 5 and/or a Contracting Hospital’s concurrence to participate in the PHSF.

- 6 a. Children’s Hospital at Mission
- 7 b. Chapman Global Medical Center
- 8 c. Huntington Beach Hospital and Medical Center
- 9 d. La Palma Intercommunity Hospital
- 10 e. West Anaheim Medical Center
- 11 f. Los Alamitos Medical Center
- 12 g. Placentia Linda Hospital

13 2. For Cycle 1, the following Contracting Hospital have agreed to the reallocation of their
 14 TSR Funds to the specified DSH Hospitals within the same corporate ownership as follows.
 15 ADMINISTRATOR shall update this list in relation to DSH Hospitals receiving supplemental payments
 16 from the PHSF for Cycle 2 and beyond.

17
 18 TSR Funds Reallocated From:

TSR Funds Reallocated To:

19 Children’s Hospital at Mission

Children’s Hospital of Orange County

20 Chapman Global Medical Center

South Coast Global Medical Center

21 Huntington Beach Hospital & Medical Center

Garden Grove Hospital & Medical Center

22 La Palma Intercommunity Hospital

Garden Grove Hospital & Medical Center

23 West Anaheim Medical Center

Garden Grove Hospital & Medical Center

24 Los Alamitos Medical Center

Fountain Valley Reg. Hospital & Medical Center

25 Placentia Linda Hospital

Fountain Valley Reg. Hospital & Medical Center

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 27 C. IGT – CYCLE 1

28 1. The Parties agree that, in accordance with direction from DHCS:

29 a. In order to participate in the FY 2019-20 PHSF through FY 2021-22 PHSF of Cycle 1,
 30 COUNTY and CONTRACTOR agreed to commit to a specified amount of funding for each year, unless
 31 ADMINISTRATOR is able to negotiate a modification(s) with DHCS based on the actual TSR
 32 distribution to Contracting Hospitals:

33 1) The actual amount of FY 2018-19 TSR Funds to be included in the IGT for
 34 participation in the FY 2019-20 PHSF is \$1,060,694

35 2) The actual amount of FY 19-20 TSR Funds to be included in the IGT for
 36 participation in the FY 2020-21 PHSF is \$603,248

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1 3) The actual amount of FY 20-21 TSR Funds to be included in the IGT for
2 participation in the FY 2021-22 PHSF is \$915,479.

3 2. The Parties agree there are a number of variables that can impact the actual amount of TSR
4 allocated to each Contracting Hospital each fiscal year, and these variables may cause the actual
5 allocation for each Fiscal Year to vary from the amount committed to send to DHCS; therefore,
6 CONTRACTOR has agreed to the IGT reconciliation process, as specified in this Exhibit D, following
7 the end of Cycle 1 to balance any adjustments to CONTRACTOR's TSR allocation during Cycle 1
8 required to meet the IGT commitments.

9 3. COUNTY, on behalf of CONTRACTOR, agrees that COUNTY, through an IGT, shall
10 transfer its TSR Fund allocation to DHCS in accordance with the following schedule for Cycle 1:

| Period | TSR Year | Amount | PHSF Year | IGT Date | PHSF Payment to Hospital |
|-----------------|-----------------------|-------------|------------|-------------|--------------------------------|
| Prior Agreement | FY 2018-19 | \$1,060,694 | FY 2019-20 | March, 2019 | April, 2019 |
| Prior Agreement | FY 2019-20 | \$603,248 | FY 2020-21 | March, 2020 | April, 2020 |
| Period 1 | FY 2020-21 | \$915,479 | FY 2021-22 | March, 2021 | April, 2021 |
| | Total Cycle 1: | \$2,579,421 | | | |

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22 4. The amount of the IGT and the federal financial participation shall be collectively referred
23 to as the "Total Deposit."

24 a. DHCS shall distribute, as a supplemental payment from the PHSF, an amount equal to
25 seventy-five percent (75%) of the Total Deposit to the Contracting Hospitals that are DSH.

26 b. COUNTY shall recommend to DHCS that CONTRACTOR also receive its portion of
27 the twenty-five percent (25%) balance of the Total Deposit in the supplemental payment from the PHSF.
28 CONTRACTOR understands that COUNTY may only make a recommendation regarding these funds
29 and that final determination regarding distribution of the twenty-five percent (25%) balance rests with
30 DHCS.

31 c. The actual TSR Fund distribution for each FY to DSH hospitals and hospitals within
32 the same corporate ownership, and the projected supplemental payment at one hundred percent (100%)
33 from the PHSF, shall be provided annually with the amended Subparagraph III.B. of Exhibit C to this
34 Contract, including a projected IGT reconciliation based on actual TSR Funds received and allocated.

35 **D. IGT – CYCLE 2 AND BEYOND**

36 1. In order to participate additional Cycles to the PHSF beyond Cycle 1 defined above, the
37 Parties agree to assume DHCS will require COUNTY and CONTRACTOR to commit to a specified

1 amount of funding for each PHSF year included each additional Cycle. ADMINISTRATOR shall
 2 notify CONTRACTOR of the direction provided by DHCS and shall provide updated IGT amounts with
 3 the amended Subparagraph III.B. of Exhibit C to the Contract.

4 2. CONTRACTOR agrees to the IGT reconciliation process, as specified in this Exhibit D,
 5 following the end of Cycle 2 and beyond to balance any adjustments to CONTRACTOR's TSR
 6 allocation during Cycle 2 and beyond required to meet the IGT commitments.

7 3. COUNTY, on behalf of CONTRACTOR, agrees that COUNTY, through an IGT, shall
 8 transfer its TSR Fund allocation to DHCS in accordance with the following schedule for Cycle 2 and
 9 beyond, which shall be updated by ADMINISTRATOR following the IGT reconciliation of Cycle 1:

| Period | TSR Year | Amount | PHSF Year | IGT Date | PHSF Payment to Hospital |
|----------|-----------------|------------|------------|-------------|--------------------------------|
| Period 2 | FY 2021-22 | Reconciled | FY 2022-23 | March, 2023 | April, 2023 |
| Period 3 | FY 2022-23 | Estimated | FY 2023-24 | March, 2024 | April, 2024 |
| Period 4 | FY 2023-24 | Estimated | FY 2024-25 | March, 2025 | April, 2025 |
| Period 5 | FY 2024-25 | Estimated | FY 2025-26 | March, 2026 | April, 2026 |
| | Total Cycle 2+: | TBD | | | |

21 E. IGT - RECONCILIATION

22 1. For each year of each Cycle, ADMINISTRATOR shall compare the actual amount of TSR
 23 allocated to DSH Hospitals and their non-DSH Hospital partners within the same corporate ownership,
 24 calculated in accordance with Subparagraph III.B. of Exhibit C of the Contract, to the IGT commitment
 25 made for each year of each Cycle. ADMINISTRATOR shall distribute these calculations to
 26 CONTRACTOR and HASC.

27 2. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals
 28 within the same corporate ownership is greater than the total of the IGT amount specified for the
 29 corresponding PHSF period, ADMINISTRATOR shall retain the difference between the TSR Fund
 30 amount calculated and the amount committed to DHCS until each year within a Cycle is reconciled.
 31 Following the end of the Cycle, if the total of all reconciled years results in a TSR amount that is greater
 32 than the total of the IGT amounts specified for the Cycle, the difference shall be added to the first year
 33 of the next Cycle, or paid to the applicable Contracting Hospitals within the corporate ownership as
 34 determined by CONTRACTOR.

35 3. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals
 36 within the same corporate ownership is less than the total of the IGT amount specified for the
 37 corresponding PHSF period, ADMINISTRATOR shall, in an amount equal to the difference between

1 the TSR Fund amount calculated and the amount committed to DHCS until each year within a Cycle is
2 reconciled, allocate a portion of the next Fiscal Year's budgeted TSR Funds to the DSH Hospital to
3 ensure the IGT commitment to DHCS is satisfied. Following the end of the Cycle, if the total of all
4 reconciled years results in a TSR amount that is less than the total of the IGT amounts specified for the
5 Cycle, the difference shall be deducted from the first year of the next Cycle. The subsequent years of
6 the next Cycle shall then be adjusted to be equal to the amount first year funds prior to the IGT
7 Reconciliation from previous Cycle.

8 4. Effective with the amounts identified for the FY 2019-20 IGT, the conditions and
9 requirements for any calculations and/or reconciliations shall be consistent the procedures specified in
10 this Exhibit D.

11 F. Should DHCS discontinue supplemental payments from the PHSF using the IGT process, or
12 CONTRACTOR elects to not participate in the PHSF, TSR payments to CONTRACTOR shall
13 administered in the same manner as TSR payment to Contracting Hospitals that are non-DSH Hospitals.

14 G. CONTRACTOR shall agree to the following as a condition of receiving supplemental payments
15 from DHCS through the PHSF:

16 1. Operate as an acute care hospital for Medi-Cal patients, regardless of ability to pay, and
17 continually meet all applicable standards established in Title 22 as they now exist or may be hereafter
18 amended.

19 2. Maintain Basic Emergency Medical Services, or Comprehensive Emergency Medical
20 Services, as provided for in Title 22, Sections 70411 et seq. through December 31 following
21 supplemental payment from the PHSF.

22 3. Provide Basic Emergency Medical Services, or Comprehensive Emergency Medical
23 Services, and other hospital services to all patients, including Medi-Cal patients, regardless of age or
24 ability to pay, through December 31 following supplemental payment from the PHSF.

25 4. Submit relevant and pertinent data as requested by OCEMS that complies with state and
26 local Emergency Medical Services data requirements.

27 5. Agree that no portion of funds received by CONTRACTOR from DHCS as a result of the
28 IGT approved by this Contract shall be returned to any governmental or quasi-governmental agency,
29 including COUNTY. Therefore, CONTRACTOR shall be exempt from the provisions of the
30 Inspections and Audit Paragraph of this Contract as it pertains to returning to COUNTY any portion of
31 the TSR Funds transferred to DHCS through an IGT.

32 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the SB
33 1100 Participation Requirements and Payment Methodology Paragraph of this Exhibit D to the Contract.

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1 EXHIBIT E
2 TO CONTRACT FOR THE PROVISION OF
3 INDIGENT AND TRAUMA CARE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «HOSPITAL_NAME», «UC_DBA»
8 JULY 1, 2020 THROUGH JUNE 30, 2025
9

10 **WHOLE PERSON CARE**

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12 **I. COMMON TERMS AND DEFINITIONS**

13 A. The Parties agree to the following terms and definitions, and to those terms and definitions,
14 which for convenience are set forth elsewhere in this Contract.

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

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

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

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

29 5. “WPC Beneficiary” means a Beneficiary who is eligible to receive services provided by the
30 WPC Program.

31 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Common Terms and Definitions Paragraph of this Exhibit E to the Contract.
33

34 **II. WPC PARTICIPATION REQUIREMENTS AND PAYMENT REQUIREMENTS**

35 A. Contracting Hospitals that are not participating in the program detailed in Exhibit D to this
36 Contract may agree to participate in the Whole Person Care (WPC) Program as specified in the Medi-
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1 Cal 2020 Waiver between DHCS and CMS, and in accordance with the WPC Program proposed by
2 COUNTY to DHCS in its application.

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

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

7 3. Contracting Hospitals may participate in the WPC Program as follows:

8 a. Identified in the WPC application, as may be modified by ADMINISTRATOR, as a
9 paid Participating Entity providing homeless navigation services; or

10 b. Agreeing to provide an ADT-feed to the WPC Connect platform for a one-time
11 participation fee; or

12 c. Agreeing to use WPC Connect for referral to other WPC Participating entities.

13 4. Contracting Hospitals desiring to participate in the WPC as a paid Participating Entity
14 must:

15 a. Commit to the allocation of the same amount of TSR each year for FY 2016-17, FY
16 2017-18, FY 2018-19, FY 2019-20, and FY 2020-21. If the WPC Pilot is extended for a period of time
17 as determined by DHCS, commit to future Fiscal Year amounts to be negotiated with
18 ADMINISTRATOR in accordance with the extension requirements provided by DHCS.

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

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

22 d. Agree, to the best of its ability, to participate and support the data sharing and
23 infrastructure mechanisms developed and implemented through the WPC, for which payment is
24 included in the budget and amounts below.

25 5. The amount of TSR Funds to be used in the COUNTY'S WPC IGT is at the discretion of
26 CONTRACTOR.

27 6. The following Contracting Hospitals have agreed to participate in the WPC Program and
28 have the following amounts used by COUNTY in the WPC IGT for each period
29 FY 2016-17 through FY 2020-21, which amounts may be modified upon mutual written agreement
30 between CONTRACTOR and ADMINISTRATOR.

31 a. ADMINISTRATOR, as its sole discretion, may add additional Contracting Hospitals
32 meeting requirements as a paid WPC Participating Entity.

33 b. If the WPC Pilot is extended for a period of time as determined by DHCS, the below
34 table shall be updated by ADMINISTRATOR to reflect future Fiscal Year amounts as negotiated with
35 CONTRACTOR in accordance with the extension requirements provided by DHCS.

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| Hospital | TSR Funds To WPC | IGT Match | Total Paid to Hospital By County Under WPC |
|-----------------------|------------------|------------|--|
| St. Jude Hospital | \$ 100,000 | \$ 100,000 | \$ 200,000 |
| St. Joseph's Hospital | \$ 100,000 | \$ 100,000 | \$ 200,000 |
| Hoag Hospital | \$ 166,400 | \$ 166,400 | \$ 332,800 |
| UCI Medical Center | \$ 100,000 | \$ 100,000 | \$ 200,000 |
| MemorialCare | \$ 100,000 | \$ 100,000 | \$ 200,000 |
| Mission Hospital | \$ 100,000 | \$ 100,000 | \$ 200,000 |
| AHMC Anaheim Memorial | \$ 40,000 | \$ 40,000 | \$ 80,000 |
| Totals | \$ 706,400 | \$ 706,400 | \$ 1,412,800 |

7. Payment to CONTRACTOR for services in support of the WPC shall be made, by COUNTY, based on a "collective per member per month" reporting to ADMINISTRATOR of WPC Beneficiaries receiving services through CONTRACTOR. "Collective per member per month" means the number of WPC Beneficiaries reported by all WPC participating hospitals and community clinics for each month.

8. Contracting Hospitals not previously identified as WPC Hospitals above, desiring to participate in the WPC by providing an ADT feed in exchange for a one-time payment of fifty thousand (\$50,000) shall notify ADMINISTRATOR of its desire to do so.

a. Fifty percent (50%) of the payment shall be made upon completion of a meeting with the WPC Connect vendor.

b. Fifty percent (50%) of the payment shall be made upon completion of the ADT feed.

9. Contracting Hospitals desiring to participate in the WPC solely to utilize WPC Connect to make referrals to other WPC Participating Entities may do so upon notification to ADMINISTRATOR and agree to the following.

a. Provide a signed BAA related specifically to the use of WPC Connect.

b. Participate in training on how to use WPC Connect.

c. Agree to make referrals to other WPC Participating Entities in accordance with the policies and procedures of the WPC Program.

B. COUNTY WPC IGT

1. The Parties agree that there are a number of variables that can impact the actual amount of TSR allocated to each Contracting Hospital each fiscal year, and these variables may cause the actual

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1 allocation for FY 2020-21, and additional Fiscal Year(s) if the WPC Pilot is extended by DHCS, to vary
2 from the amount committed to COUNTY.

3 2. CONTRACTOR has agreed to the COUNTY WPC IGT reconciliation process, as specified
4 in this Exhibit B, following the end of the WPC Program to balance any adjustments to
5 CONTRACTOR's TSR allocation during the period required to meet the IGT commitments.

6 3. CONTRACTOR agrees that COUNTY, through a COUNTY'S IGT, shall transfer all or a
7 portion of its TSR Fund allocation to DHCS, along with any other funds identified by COUNTY in
8 support of the WPC Program, in accordance with the following schedule as required by DHCS, and in
9 the amounts specified by DHCS:

| Period | TSR Year | Amount | WPC Year | IGT Date |
|----------|------------|-----------|----------|-------------|
| Period 1 | FY 2020-21 | \$706,400 | CY 2020 | April, 2021 |
| | TOTAL: | \$70,400 | | |

16 C. COUNTY WPC - RECONCILIATION

17 1. For each year of each Cycle, ADMINISTRATOR shall compare the actual amount of TSR
18 allocated to CONTRACTOR, calculated in accordance with Subparagraph II.A. of Exhibit C of the
19 Contract, to the IGT commitment made for each year of the WPC. ADMINISTRATOR shall distribute
20 these calculations to CONTRACTOR and HASC.

21 2. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals
22 within the same corporate ownership is greater than the total of the IGT amount specified for the
23 corresponding WPC period, ADMINISTRATOR may retain the difference between the TSR Fund
24 amount calculated and the amount committed to COUNTY until each year within the WPC period is
25 reconciled, or paid to CONTRACTOR. Following the end of the WPC period, if the total of all five (5)
26 reconciled years results in a TSR amount that is greater than the total of the five (5) IGT amounts
27 specified for the WPC, the difference shall be paid to the applicable Contracting Hospitals within the
28 corporate ownership as determined by CONTRACTOR.

29 3. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals
30 within the same corporate ownership is less than the total of the IGT amount specified for the
31 corresponding WPC period, ADMINISTRATOR shall, in an amount equal to the difference between the
32 TSR Fund amount calculated and the amount committed to COUNTY until each year within the WPC
33 period is reconciled, allocate a portion of the next Fiscal Year's budgeted TSR Funds to the
34 CONTRACTOR to ensure the IGT commitment to DHCS is satisfied. Following the end of the WPC
35 Period, if the total off all five (5) reconciled years results in a TSR amount that is less than the total of
36 the five (5) IGT amounts specified for the WPC Period, the difference shall be deducted from the FY
37 2021-22 TSR Allocation due to the Contracting hospital.

D. EXTENSION OF WPC PROGRAM

1. Should DHCS extend the WPC Pilot Program past December 31, 2020, ADMINISTRATOR shall notify CONTRACTOR, in writing, of said extension.

2. CONTRACTOR shall, within thirty (30) calendar days of notification by ADMINISTRATOR of the extension of the WPC Pilot Program by DHCS, notify ADMINISTRATOR of CONTRACTOR's intent to continue participation in the WPC Pilot Program, including the amount of TSR funds to use as match for the extended term.

3. ADMINISTRATOR will provide amended tables for Subparagraphs II.A.6. and II.B.3. of this Exhibit E of the Contract based upon Subparagraphs D.1. and D.2. above.

4. All other requirements of the WPC Pilot Program specified in this Exhibit E shall continue to apply.

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