

1 ~~AGREEMENT~~ CONTRACT
2 FOR PROVISION OF
3 INDIGENT AND TRAUMA CARE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ~~«HOSPITAL_NAME»~~
8 «HOSPITAL_NAME», «UC_DBA»
9 JULY 1, ~~2016~~ 2020 THROUGH JUNE 30, ~~2020~~ 2025

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

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19 **WITNESSETH:**

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

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

28 WHEREAS, COUNTY, as provided herein, desires to reimburse hospitals which are disproportionate
29 providers of trauma services, including pediatric trauma, and promote access to trauma care, pursuant to
30 Health and Safety Code, Division 2.5, Section 1797.98a et seq. and Section
31 1797.198 et seq.; and

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

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

37 WHEREAS, CONTRACTOR also meets the criteria to be eligible for payments from the Private

1 Hospital Supplemental Fund established pursuant to Welfare and Institutions Code Section 14166.12(b);
2 and

3 WHEREAS, CONTRACTOR, a general acute care facility, licensed in accordance with the
4 requirements of the California Health Facilities Licensure Act (Health and Safety Code, ~~Sections~~
5 Division 2.5, Section 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed
6 and prepared to provide medical services; and

7 WHEREAS, CONTRACTOR is willing to provide, for and in consideration of the payments provided
8 for under this ~~Agreement~~Contract and upon the conditions hereinafter set forth, medical services to
9 persons covered by this ~~Agreement~~Contract; and

10 WHEREAS, the ~~parties~~Parties desire to provide a full statement of their respective rights and
11 responsibilities in connection with the provision of or arrangement for medical services to persons covered
12 by this ~~Agreement~~Contract.

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2016~~2020 through June 30, ~~2020~~2025
Period One means the period from July 1, ~~2016~~2020 through June 30, ~~2017~~2021
Period Two means the period from July 1, ~~2017~~2021 through June 30, ~~2018~~2022
Period Three means the period from July 1, ~~2018~~2022 through June 30, ~~2019~~2023
Period Four means the period from July 1, ~~2019~~2023 through June 30, ~~2020~~2024

~~Master Allocation Period:~~

~~Five means the period from~~ July 1, ~~2016~~2024 through June 30, ~~2017~~2025

Master — Contract and CONTRACTOR Allocation Periods:

July 1, ~~2017~~2020 through June 30, ~~2018~~2021
~~July 1, 2018~~2021 through June 30, ~~2019~~2022
~~July 1, 2019~~2022 through June 30, ~~2020~~2023

~~CONTRACTOR Allocation Period:~~

~~July 1, 2016~~2023 through June 30, ~~2017~~2024
~~July 1, 2017~~2024 through June 30, ~~2018~~2025
~~July 1, 2018~~ through June 30, ~~2019~~
~~July 1, 2019~~ through June 30, ~~2020~~

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

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1
2 **CONTRACTOR:** «HOSPITAL_NAME»«LC_NAME»
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4 «UC_DBA»
5 _____
6 «LC_DBA»
7 _____
8 «ADDRESS»«ADDRESS»
9 _____
10 «CITY_STATE_ZIP»
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12 «CONTACT», «TITLE»
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14 «Contact_Email»
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20 «CITY STATE ZIP»
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22 «CONTACT TITLE»
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24 «CONTACT EMAIL»

I. ACRONYMS

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

- ~~A. ACH Acute Care Hospital~~
- ~~B. A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment~~
- ~~B. AIDS Acquired Immune Deficiency Syndrome~~
- ~~C. ARRA American Recovery and Reinvestment Act of 2009~~
- ~~C. D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria~~
- ~~E. ASI Addiction Severity Index~~
- ~~F. ASRS Alcohol and Drug Programs Reporting System~~
- ~~G. BHS Behavioral Health Services~~
- ~~H. CalOMS California Outcomes Measurement System~~
- ~~I. CalWORKs California Work Opportunity and Responsibility for Kids~~
- ~~J. CAP Corrective Action Plan~~
- ~~K. D. BH Base Hospital~~
- ~~E. CCC California Civil Code~~
- ~~L. F. CCR California Code of Regulations~~
- ~~M. CESI Client Evaluation of Self at Intake~~
- ~~N. CEST Client Evaluation of Self and Treatment~~
- ~~O. CFDA Catalog of Federal Domestic Assistance~~
- ~~P. G. CERC Children's Emergency Receiving Center~~
- ~~H. CEO County Executive Office~~
- ~~I. CFR Code of Federal Regulations~~

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1	J. <u>Q.</u>	CHPP	COUNTY HIPAA Policies and Procedures
2	R.	K. CHS	Correctional Health Services
3	S.	L. COI	Certificate of Insurance
4	T.	<u>CPA</u>	<u>Certified Public Accountant</u>
5	U.	M. DMC	Drug Medi-Cal
6	N.	<u>CSW</u>	<u>Clinical Social Worker</u>
7	V.	DHCS	<u>California</u> Department of Health Care Services
8	W.	<u>D/MC</u>	<u>Drug/Medi-Cal</u>
9	X.	O. DPFS	Drug Program Fiscal Systems
10	Y.	P. DRS	Designated Record Set
11	Q. <u>Z.</u>	<u>EEOC</u>	<u>Equal Employment Opportunity Commission</u>
12	AA.	<u>EHR</u>	<u>Electronic Health Records</u>
13	AB.	<u>EOC</u>	<u>Equal Opportunity Clause</u>
14	AC.	ePHI	Electronic Protected Health Information
15	AD.	<u>EPSDT</u>	<u>Early and Periodic Screening, Diagnosis, and Treatment</u>
16	AF.	<u>FFS</u>	<u>Fee For Service</u>
17	AG.	<u>FSP</u>	<u>Full Service Partnership</u>
18	AH.	<u>FTE</u>	<u>Full Time Equivalent</u>
19	AI. R.	ERC	Emergency Receiving Center
20	S.	GAAP	Generally Accepted Accounting Principles
21	AJ.	T. HCA	<u>County of Orange</u> Health Care Agency
22	AK.	U. HHS	<u>Federal</u> Health and Human Services <u>Agency</u>
23	V. <u>AL.</u>	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24			Law 104-191
25	AM.	W. HITECH Act	The Health Information Technology for Economic and
26			Clinical Health Act, Public Law 111-005
27	AN.	<u>HIV</u>	<u>Human Immunodeficiency Virus</u>
28	AO.	X. HSC	California Health and Safety Code
29	AP.	<u>IRIS</u>	<u>Integrated Records and Information System</u>
30	AQ.	<u>ITC</u>	<u>Indigent Trauma Care</u>
31	AR.	<u>LCSW</u>	<u>Licensed Clinical Social Worker</u>
32	AS.	<u>MAT</u>	<u>Medication Assisted Treatment</u>
33	AT.	<u>MFT</u>	<u>Marriage and Family Therapist</u>
34	AU.	<u>MH</u>	<u>Mental Health</u>
35	AV.	Y. ISO	Insurance Services Office
36	Z.	MHP	Mental Health Plan
37	AA.	OCJS	Orange County Jail System

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- 1 ~~AB. OCPD~~ Orange County Probation Department
- 2 ~~AC. AW. MHS~~ Mental Health Specialist
- 3 ~~AX. MHSA~~ Mental Health Services Act
- 4 ~~AZ. MSN~~ Medical Safety Net
- 5 ~~BA. NIH~~ National Institutes of Health
- 6 ~~BB. NPI~~ National Provider Identifier
- 7 ~~BC. NPPES~~ National Plan and Provider Enumeration System
- 8 ~~BD. OCR~~ Federal Office of Civil Rights
- 9 ~~BE. AD. OCSD~~ Orange County Sheriff's Department
- 10 ~~AE. OCEMS~~ Orange County Emergency Medical Services
- 11 ~~AF. OC MEDS~~ Orange County Medical Emergency Data System
- 12 ~~AG. OIG~~ Federal Office of Inspector General
- 13 ~~BF. AH. OMB~~ Federal Office of Management and Budget
- 14 ~~BG. AI. OPM~~ Federal Office of Personnel Management
- 15 ~~AJ BH. P&P~~ Policy and Procedure
- 16 ~~BI. PA DSS~~ Payment Application Data Security Standard
- 17 ~~BJ. PATH~~ Projects for Assistance in Transition from Homelessness
- 18 ~~BK. AK. PC~~ California Penal Code
- 19 ~~BL. AL. PCI DSS~~ Payment Card Industry Data Security Standards
- 20 ~~BM. PCS~~ Post-Release Community Supervision
- 21 ~~BN. AM. PHI~~ Protected Health Information
- 22 ~~BO. AN. PII~~ Personally Identifiable Information
- 23 ~~BP. AO. PRA~~ California Public Records Act
- 24 ~~BQ. PSC~~ Professional Services Contract System
- 25 ~~BR. SAPTBG~~ Substance Abuse Prevention and Treatment Block Grant
- 26 ~~BS. AP. SIR~~ Self-Insured Retention
- 27 ~~BT. SMA~~ Statewide Maximum Allowable (rate)
- 28 ~~BU. SOW~~ Scope of Work
- 29 ~~BV. SUD~~ Substance Use Disorder
- 30 ~~BW. UMDAP~~ Uniform Method of Determining Ability to Pay
- 31 ~~BX. UOS~~ Units of Service
- 32 ~~BY. AQ. USC~~ United States Code
- 33 ~~BZ. WIC~~ Women, Infants and Children
- 34 ~~AR. W&IC~~ California Welfare and Institutions Code

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II. ALTERATION OF TERMS

A. This Agreement Contract, together with Exhibit(s) A, B, C, D, and E, attached hereto and

1 incorporated herein, fully expresses ~~all~~the complete understanding of COUNTY and CONTRACTOR
2 with respect to the subject matter of this ~~Agreement, and shall constitute the total Agreement between the~~
3 ~~parties for these purposes. No Contract.~~

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

8
9 **III. CONFLICT OF INTEREST**

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

17
18 **IV. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

27 //
28 //

29 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction
30 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
31 the prior written consent of COUNTY.

32 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
33 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
34 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
35 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
36 subparagraph shall be void.

37 2. If CONTRACTOR is a for-profit organization, any change in the business structure,

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1 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
2 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
3 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
4 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
5 delegation in derogation of this subparagraph shall be void.

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

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

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

19 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
20 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
21 COUNTY pursuant to the terms and conditions of this Contract.

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

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

27 //

28 2. This provision shall not be applicable to service agreements usually and customarily entered
29 into by CONTRACTOR to obtain or arrange for supplies, technical support, professional services
30 provided by consultants, and medical services not provided directly by CONTRACTOR.

31
32 **V. DISPUTE RESOLUTION**

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

37 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a

1 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
2 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

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

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

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

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

22
23 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

24 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
25 regarding the employment of aliens and others and to ensure that employees meet the citizenship or alien
26 status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain from all
27 employees, verification and other documentation of employment eligibility status required by federal or
28 state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of
29 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended.
30 CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed
31 by the law.

32
33 **VII. FACILITIES, PAYMENTS AND SERVICES**

34 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
35 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
36 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
37 minimum number and type of staff which meet applicable federal and state requirements, and which are

1 necessary for the provision of the services hereunder.

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

5
6 **VIII. INSPECTIONS AND AUDITS**

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

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

20 **C. ~~III.~~ AUDIT RESPONSE**

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

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

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

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IX. LICENSES AND LAWS

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

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

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

D. CONTRACTOR attests, to the best of its knowledge, that all ~~physicians~~hospital-based medical/professional staff providing services at CONTRACTOR's facility(ies), under this ~~Agreement~~Contract, are and will continue to be as long as this ~~Agreement~~Contract remains in effect, the holders of currently valid licenses ~~to practice medicine~~and/or certifications in the State of California required to perform the services for which they have been hired by hospital to provide and are members in "good standing" of the medical/professional staff of CONTRACTOR's facility(ies).

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E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

d. ~~A certification that CONTRACTOR has~~ 2. ~~fully~~compliedcomply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, ~~and will continue to so comply.~~

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

7 ~~3G.~~ It is expressly understood that this data will be transmitted COUNTY may transmit
8 information regarding CONTRACTOR's noncompliance to governmental agencies charged with the
9 establishment and enforcement of child support orders or Wage and Earnings Assignment Orders and
10 Notices of Assignment, or as permitted by federal and/or state statute.

11
12 **X. NOTICES**

13 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
14 authorized or required by this AgreementContract shall be effective:

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

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

- 24 1. ~~When written and deposited in the United States mail, first class postage prepaid, certified~~
25 ~~mail, return receipt requested, and~~ addressed as specified in the Referenced Contract Provisions of this
26 AgreementContract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
27 #
28 transmission confirmed, or when accepted; or

- 29 2. ~~When delivered~~ by U.S. Postal Service Express Mail, Federal Express, United Parcel Service
30 or any other expedited delivery service.

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

35 //

36 D. For purposes of this AgreementContract, any notice to be provided by COUNTY may be given
37 by ADMINISTRATOR.

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

XI- SEVERABILITY

. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

- 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.
- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
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- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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

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

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

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

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

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

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

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

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

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

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

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35 **XII. SEVERABILITY**

36 If a court of competent jurisdiction declares any provision of this ~~Agreement~~Contract or application
37 thereof to any person or circumstances to be invalid or if any provision of this ~~Agreement~~Contract

1 contravenes any federal, state, or county ~~statutes~~ statute, ordinance, or regulation, the remaining provisions
 2 of this ~~Agreement~~ Contract or the application thereof shall remain valid, and the remaining provisions of
 3 this ~~Agreement~~ Contract shall remain in full force and effect, and to that extent the provisions of this
 4 ~~Agreement~~ Contract are severable, ~~unless to do so would defeat an essential business purpose of this~~
 5 ~~Agreement.~~

6 7 **XIII. STATUS OF PARTIES**

8 A. Each party is, and shall at all times be deemed to be, an independent contractor and shall be
 9 wholly responsible for the manner in which it performs the services required of it by the terms of this
 10 ~~Agreement~~ Contract. Each party is entirely responsible for compensating staff and consultants employed
 11 by that party. This ~~Agreement~~ Contract shall not be construed as creating the relationship of employer and
 12 employee, or principal and agent, between COUNTY and CONTRACTOR or of either party's employees,
 13 agents, consultants, or contractors. Each party assumes exclusively the responsibility for the acts of its
 14 employees, agents, consultants, or contractors as they relate to the services to be provided during the
 15 course and scope of their employment or respective contracts.

16 B. COUNTY shall neither have, nor exercise, any control or direction over the methods by which
 17 CONTRACTOR shall perform its obligations under this ~~Agreement~~ Contract. The standards of medical
 18 care and professional duties of CONTRACTOR'S employees performing medical services under this
 19 ~~Agreement~~ Contract shall be determined, as applicable, by CONTRACTOR'S Board of Directors and the
 20 standards of care in the community in which CONTRACTOR is located, and all applicable provisions of
 21 law and other rules and regulations of any and all governmental authorities relating to licensure and
 22 regulation of CONTRACTOR.

23 24 **XIV. TERM**

25 A. The term of this ~~Agreement~~ Contract shall commence as specified in the Referenced Contract
 26 Provisions of this ~~Agreement~~ Contract or the execution date, whichever is later. This ~~Agreement~~ Contract
 27 shall terminate as specified in the Referenced Contract Provisions of this ~~Agreement~~ Contract unless
 28 otherwise sooner terminated as provided in this ~~Agreement~~ Contract; provided, however, CONTRACTOR
 29 shall be obligated to perform such duties as would normally extend beyond this term, including but not
 30 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

31 B. Any administrative duty or obligation to be performed pursuant to this ~~Agreement~~ Contract on a
 32 weekend or holiday may be performed on the next regular business day.

33 34 **XV. TERMINATION**

35 A. Neither party shall be liable nor deemed to be in default for any delay or failure in performance
 36 under this ~~Agreement~~ Contract or other interruption of service or employment deemed resulting, directly
 37 or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires,

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1 explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or
 2 other work interruptions by a party's officers, agents, employees, affiliates, or contractors, or any similar
 3 cause beyond the reasonable control of any party to this ~~Agreement~~Contract. However, all parties shall
 4 make good faith efforts to perform under this ~~Agreement~~Contract in the event of any such circumstance.

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

- 7 1. The loss by CONTRACTOR of legal capacity.
- 8 2. Cessation of services.
- 9 3. The loss of accreditation or any license required by the Licenses and Law Paragraph of this
 10 ~~Agreement~~Contract.

11 4. The delegation or assignment by CONTRACTOR of obligations hereunder to another entity
 12 without the prior written consent of COUNTY.

13 C. CONTINGENT FUNDING

14 1. Any obligation of COUNTY under this ~~Agreement~~Contract shall be contingent upon the
 15 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 ~~Agreement~~Contract
 22 upon thirty (30) calendar days prior written notice to CONTRACTOR.

23 b. CONTRACTOR may terminate this ~~Agreement~~Contract; provided, however,
 24 CONTRACTOR shall give thirty (30) calendar days prior written notice to COUNTY, which notice shall
 25 be given no later than thirty (30) calendar days after notice by COUNTY of its intent to reduce funding,
 26 without any cure period, notwithstanding any other prior or subsequent provisions of this
 27 ~~Agreement~~Contract.

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

29 #

30 1. Comply with termination instructions provided by ADMINISTRATOR in a manner that is
 31 consistent with recognized standards of quality care and prudent business practice for hospitals in the
 32 communities in which CONTRACTOR is located.

33 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
 34 performance during the remaining allocation period.

35 3. Until the date of termination, continue to provide the same level of service required by this
 36 ~~Agreement~~Contract.

37 4. Until the date of termination, continue to be reimbursed by COUNTY for provision of

1 services specified herein.

2 //

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

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

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

11
12 **XVI. THIRD PARTY BENEFICIARY**

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

16
17 **XVII. WAIVER OF DEFAULT OR BREACH**

18 Waiver by either party of any default by the other party shall not be considered a waiver of any other
19 or subsequent default. Waiver by either party of any breach by the other party of any provision of this
20 ~~Agreement~~Contract shall not be considered a waiver of any other or subsequent breach. Waiver by the
21 other party of any default or any breach by the other party shall not be considered a modification of the
22 terms of this ~~Agreement~~Contract.

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

3
4 «HOSPITAL_NAME» «UC_DBA»
5 «HOSPITAL_NAME», «UC_DBA»
6

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8 BY: _____ DATED: _____
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10 TITLE: _____
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13 BY: _____ DATED: _____
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15 TITLE: _____
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19 COUNTY OF ORANGE
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21
22 BY: _____ DATED: _____
23

24 HEALTH CARE AGENCY
25

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

30
31 BY: _____ DATED: _____
32

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

1 alone is required by ADMINISTRATOR.
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EXHIBIT A
TO AGREEMENT ~~CONTRACT~~ FOR THE PROVISION OF
INDIGENT AND TRAUMA CARE SERVICES

BETWEEN
COUNTY OF ORANGE
AND

«HOSPITAL_NAME»

«UC_DBA»

«HOSPITAL_NAME», «UC_DBA»

JULY 1, 2016 2020 THROUGH JUNE 30, 2020 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.

<u>Emergency Medical Services Fund as specified in Exhibit B</u>	<u>Tobacco Settlement Revenue General Provisions as specified in Exhibit C</u>	<u>Tobacco Settlement Revenue – SB 1100 Program as Specified in Exhibit D</u>	<u>Tobacco Settlement Program – Whole Person Care as Specified in Exhibit E</u>
«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 Parties agree to the following terms and definitions, and to those terms and definitions, which for convenience are set forth elsewhere in this Agreement Contract.

1. “Contracting Hospital” or “Hospital” means a hospital that has executed an Agreement a Contract for the Provision of Indigent and Trauma Care Services with COUNTY that is the same as this Agreement 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

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1 the Contract. Contracting Hospital is not required to be a member of HASC to participate in this Contract
2 and may request to receive notices separately.

3 //

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

7 **III. NEW PARTICIPANTS**

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

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

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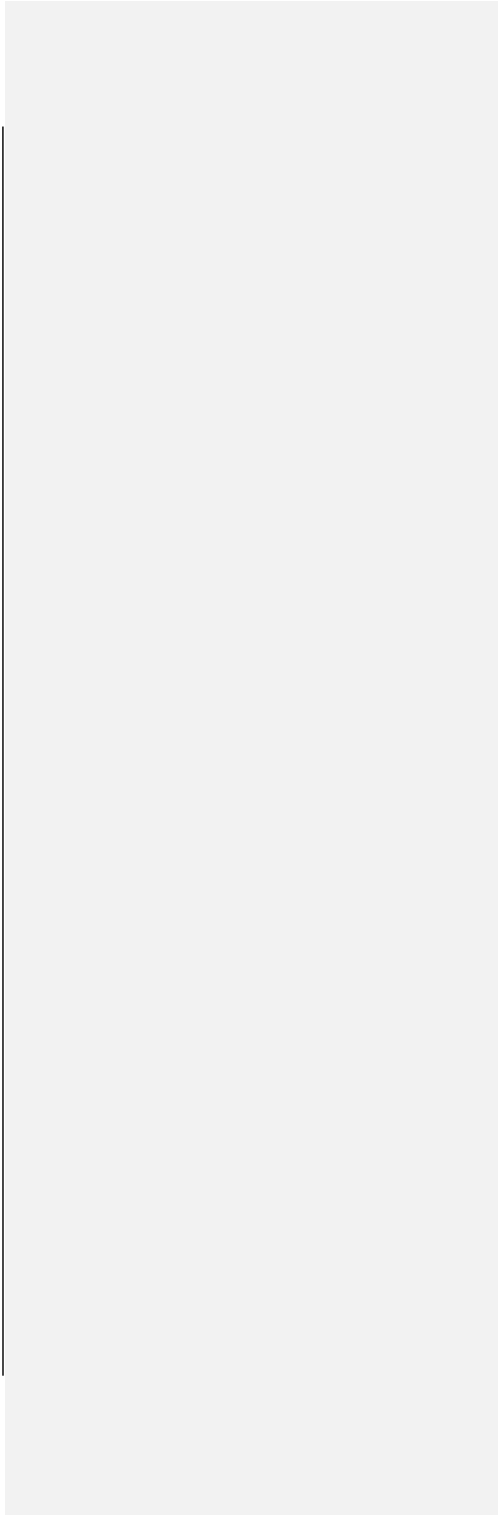
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EXHIBIT A
MA-042-20010659

EXHIBIT B
TO CONTRACT FOR THE PROVISION OF
INDIGENT AND TRAUMA CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«HOSPITAL_NAME», «UC_DBA»
JULY 1, 2020 THROUGH JUNE 30, 2025
EMERGENCY MEDICAL SERVICES FUND

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

~~**2.** “Disproportionate Share Hospital” or “DSH Hospital” means a designation given by DHCS to hospitals which serve a disproportionate number of low income patients and are not designated as public hospitals by DHCS.~~

~~**D.** “EMS” or “Emergency Medical Services” means the services utilized in responding to a medical emergency.~~

3. “EMSF” means the Emergency Medical Services Fund established by COUNTY in accordance with ~~Health and Safety Code~~ **HSC** Section 1797.98a.

~~**4.** “Fiscal Year” or “FY” means the period commencing July 1 and ending June 30.~~

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

~~**H.** “Intergovernmental Transfer” or “IGT” means, for the purposes of this Agreement, the transfer of TSR Funds from COUNTY to DHCS to use as match funds for federal financial participation in accordance with WIC 14166.12.~~

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

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

~~**7.** “OSHPD” means the Office of Statewide Health Planning and Development.~~

~~**L.** “SB 1773 Funds” means additional revenues from certain fines and penalties received by~~

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«HOSPITAL_NAME», «UC_DBA»

COUNTY and deposited into the EMSF.

~~M. 8. "Tobacco Settlement Revenue Funds" or "TSR Funds" means those Tobacco Settlement Revenue funds received by COUNTY, pursuant the Codified Ordinances of Orange County, Title 1, Division 4, Article 14, to be distributed to hospitals to offset the cost of providing charity care.~~

~~N. "Trauma Care Fund" means a fund created in the State Treasury, pursuant to Health and Safety (H&S) Code HSC, Division 2.5, Section 1797.199 et seq., to provide monies for allocations to local EMS agencies, for distribution to Local EMS agency-designated trauma centers.~~

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

~~//~~

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

III. CONTRACTOR OBLIGATIONS

A. TOBACCO SETTLEMENT REVENUE (TSR) FUNDS

~~1. As a condition for CONTRACTOR to receive TSR Funds, CONTRACTOR shall maintain basic or comprehensive emergency services.~~

~~2. In the event that reporting requirements are established as a condition for COUNTY to receive TSR Funds, CONTRACTOR shall work in collaboration with COUNTY to address those reporting requirements. ADMINISTRATOR shall notify CONTRACTOR and the Hospital Association of Southern California (HASC) of any such requirements.~~

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

1. Be designated as a trauma center by the Local EMS Agency pursuant to Health and Safety Code HSC Division 2.5, Section 1798.165.

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

~~3. Long Beach Memorial Medical Center, as a COUNTY recognized Trauma Center for the receipt of Orange County residents contingent upon its designation by Los Angeles County, shall be obligated to only those terms specified in this subparagraph II.B. of Exhibit A to the Agreement.~~

~~C. B. SB 1773 FUNDS - As a condition for CONTRACTOR to receive SB 1773 funds, CONTRACTOR shall:~~

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

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

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

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

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

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

F.

III. COUNTY OBLIGATIONS

A. TSR FUNDS PAYMENTS TO CONTRACTOR

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

a. The parties agree that the OSHPD Annual Financial Data for hospitals found at <http://www.oshpd.ca.gov/hid/Products/Hospitals/QuatlyFinanData/CompleteData/default.asp> shall be the official data used to complete the calculations for each applicable Period. This data has historically been made available in October each year for services provided the prior calendar year.

b. At the sole discretion of, and in accordance with the calculations made by ADMINISTRATOR, TSR Funds to CONTRACTOR shall be adjusted to reflect additions to or deletions from the list of Contracting Hospitals, as specified in Exhibit modify the Contractor Obligations Paragraph of this Exhibit B to this Agreementthe Contract.

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

III. d. COUNTY shall not distribute TSR Funds to Long Beach Memorial Medical Center.

2. The estimated timelines for allocation of TSR Funds provided through this Agreement are as follows:

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Period	OSHPD Data Available	TSR Funds Received by COUNTY	Calculations Finalized
Period One	October, 2016	April, 2017	April, 2017
Period Two	October 2017	April, 2018	April, 2018
Period Three	October, 2018	April, 2019	April, 2019
Period Four	October, 2019	April, 2020	April, 2020

#PAYMENT METHODOLOGY

A
~~3. TSR Funds shall be distributed to CONTRACTOR in accordance with Exhibit B to the Agreement.~~

~~B. EMSF - PAYMENTS TO TRAUMA CENTERS~~
 1. Payments shall be limited to and made from the hospital portion of the EMSF, after payment of administrative costs permitted by law.

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 //

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 Agreement ~~Contract~~ are as follows:

Period	Base Payment Distributed	Balance of EMSF Distributed
Period One	April 2017 <u>2021</u>	September 2017 <u>2021</u>
Period Two	April 2018 <u>2022</u>	September 2018 <u>2022</u>
Period Three	April 2019 <u>2023</u>	September 2019 <u>2023</u>
Period Four	April 2020 <u>2024</u>	September 2020 <u>2024</u>
<u>Period Five</u>	<u>April 2025</u>	<u>September 2025</u>

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~~C~~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.

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 SB 1773 funds any interest earned on said funds.

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

Period	SB 1773 Distributed
Period One	September 2017 2020
Period Two	September 2018 2021
Period Three	September 2019 2022
Period Four	September 2020 2023
<u>Period Five</u>	<u>September 2024</u>

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

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

8
 9 ~~IV.~~ D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 10 Payment Methodology Paragraph of this Exhibit B to the Contract.

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NEW PARTICIPANTS

~~It is understood by the parties that hospitals that are not currently participating in this Agreement may do so after meeting the terms of this Agreement. A hospital shall notify COUNTY, through HASC, in writing of its desire to participate, and the hospital may enter into an Agreement that is identical to this Agreement. Paragraph I.B of Exhibit B to this Agreement shall be amended by ADMINISTRATOR and shall be in effect upon execution of the Agreement with the new participant.~~

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EXHIBIT ~~B~~C
TO AGREEMENT ~~CONTRACT~~ FOR THE PROVISION OF
INDIGENT AND TRAUMA CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«HOSPITAL_NAME»
«UC_DBA»
JULY 1, 2016~~2020~~ THROUGH JUNE 30, 2020~~2025~~

TOBACCO SETTLEMENT REVENUE

I. COMMON TERMS AND DEFINITIONS

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

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

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

II. CONTRACTOR OBLIGATIONS

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

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

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

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

III. ALLOCATION OF TOBACCO SETTLEMENT REVENUE FUNDS

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

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1 ~~Period shall be in accordance with the timeframes specified in Paragraph III.A.2 of Exhibit A of the~~
 2 ~~Agreement.~~

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

26 B. An estimated distribution of TSR Funds for Period One is as follows, which shall be amended to
 27 reflect the actual calculations in accordance ~~Paragraph I.A.1 above~~ Subparagraph III.A. of this Exhibit C
 28 of the Contract, and annually thereafter:

Hospital	Charity Care & Bad Debt	Percent Of Total	TSR Allocation
Hospitals by Corporate Ownership			
With at least one Disproportionate			
Share Hospital:			
CHILDREN'S HOSPITAL			
35	\$		
Children's Hospital at Mission	5,002,971 <u>6,990.1</u>	0.90 <u>1.31</u> %	\$13,735 <u>24,440</u>
37	<u>88</u>		

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Hospital	Charity Care & Bad Debt	Percent Of Total	TSR Allocation
Hospitals by Corporate Ownership			
3			
4	Children's Hospital of Orange County	21,774,891 <u>\$28.23</u>	3.92 <u>5.27%</u>
5		<u>1,229</u>	59,781 <u>\$ 98,705</u>
6	SUBTOTAL CHILDREN'S HOSPITAL	\$26,777,862 <u>35.22</u>	4.82 <u>6.58%</u>
7		<u>1,417</u>	\$73,516 <u>106,830</u>
8			
KPC HEALTHCARE INC.			
10	Anaheim Global Medical Center	\$ 8,136,924 <u>2,372.38</u>	1.47 <u>0.44%</u>
11		<u>5</u>	\$ 22,339 <u>8,295</u>
12	Chapman Global Medical Center	5,319,124 <u>104,320</u>	0.96 <u>0.95%</u>
13		40,966,575 <u>4,080,438</u>	14,603 <u>\$ 17,846</u>
14	Orange County Global Medical Center	40,966,575 <u>4,080,438</u>	7.38 <u>0.76%</u>
15			112,470 <u>\$ 14,266</u>
16	South Coast Global Medical Center	9,016,030 <u>19,075</u>	1.62 <u>3.56%</u>
17		<u>.442</u>	24,753 <u>\$ 66,693</u>
18	SUBTOTAL KPC HEALTHCARE INC.	\$63,438,653 <u>30.63</u>	11.43 <u>5.72%</u>
19		<u>2,585</u>	\$174,165 <u>107,100</u>
20			
PRIME HEALTHCARE			
22	Garden Grove Medical Hospital & Medical Center	\$ 27,764,457 <u>7,999</u>	5.00 <u>1.49%</u>
23		<u>861</u>	\$ -76,225 <u>27,970</u>
24	Huntington Beach Hospital and Medical & Med Center	17,796,156 <u>22.04</u>	3.21 <u>4.12%</u>
25		<u>8,285</u>	48,858 <u>\$ 77,087</u>
26		11,434,571 <u>4,927,679</u>	2.06 <u>0.92%</u>
27	La Palma Intercommunity Hospital	11,434,571 <u>4,927,679</u>	3.13 <u>0.92%</u>
28		35,250,094 <u>4,327,300</u>	31,393 <u>\$ 17,229</u>
29	West Anaheim Medical Center	35,250,094 <u>4,327,300</u>	6.15 <u>0.81%</u>
30		<u>92,245,278</u> <u>39,303</u>	96,776 <u>\$ 15,129</u>
31	SUBTOTAL PRIME HEALTHCARE	92,245,278 <u>39,303</u>	16.62 <u>7.34%</u>
32		<u>.125</u>	\$ 253,252 <u>137,415</u>
33			
TENET HEALTHCARE			
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Hospital	Charity Care & Bad Debt	Percent Of Total	TSR Allocation
Hospitals by Corporate Ownership			
3	\$		
4 Mountain Valley Regional Hospital & Medical Center	15,476,104 <u>26,957</u> .394	2.79 <u>5.03%</u>	\$ -42,488 <u>94,251</u>
6	9,970,909 <u>16,507</u> 154	1.80 <u>3.08%</u>	—27,374 <u>\$ 57,714</u>
7 Los Alamitos Medical Center	—4,778,437 <u>\$</u> 9,718,276	0.86 <u>1.81%</u>	—13,119 <u>\$ 33,978</u>
8 Placentia Linda Hospital	\$		
10	30,225,450 <u>53,182</u> 824	5.44 <u>9.93%</u>	\$ -82,981 <u>185,943</u>
12	SUBTOTAL TENET HEALTH CARE		
13	With no Disproportionate Share Hospitals:		
14			
15			
16	\$		
17 AHMC Anaheim Regional Medical Center	16,892,951 <u>12,540</u> .693	3.04 <u>2.34%</u>	\$ -46,378 <u>43,846</u>
18			
19			
20	PROSPECT MEDICAL HOLDINGS		
21	\$ 3,348,015	0.63%	\$ 11,706
22			
23			
24	MEMORIALCARE HEALTH SYSTEMS		
25	\$		
26	11,806,810 <u>12,751</u> .053	2.13 <u>3.38%</u>	\$ -32,415 <u>44,581</u>
27	\$		
28	27,116,447 <u>15,885</u> .958	4.88 <u>2.97%</u>	\$ -74,446 <u>55,542</u>
29			
30	SUBTOTAL	5.35%	\$100,123
31			
32			
33	ST. JOSEPH HOAG HEALTH SYSTEM		
34	\$		
35	42,400,406 <u>52,209</u> .348	7.64 <u>9.75%</u>	\$ -116,406 <u>182,539</u>
36			
37	—51,599,243 <u>\$</u>	9.29 <u>10.30%</u>	—141,661 <u>\$192,895</u>

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Hospital	Charity Care & Bad Debt	Percent Of Total	TSR Allocation
Hospitals by Corporate Ownership			
3	55,171,221		
4	41,049,338		
5	38,436,344	7.3918%	112,697,134.385
6	\$		
7	52,011,107	40.094%	
8	406	9.377.49%	142,792,140.182
9	SUBTOTAL \$185,911,319	34.71%	\$650,001
10			
11	UNIVERSITY OF CALIFORNIA		
12	\$		
13	99,598,710	146.79%	
14	4,846	17.9427.41%	273,439,513.235
15			
16	TOTAL ALL HOSPITALS \$555,162,255	535%	
17	571,835	100.00%	\$1,524,148,872.514
18			
19	C. This above distribution calculations may be amended by ADMINISTRATOR under one or more		
20	of the following circumstances, and for each occurrence ADMINISTRATOR shall prepare an amended		
21	Paragraph I <u>Subparagraph III.B.</u> of this Exhibit BC to the Agreement <u>Contract</u> . CONTRACTOR agrees		
22	that said amended Paragraph <u>Subparagraph</u> shall be provided to HASC for distribution to all Orange		
23	County Contracting Hospitals.		
24	1. Deletion of a Contracting Hospital participant in this Agreement <u>Contract</u>		
25	2. Addition of a new participant in this Agreement <u>Contract</u>		
26	3. Any change in corporate ownership of a Contracting Hospital		
27	//		
28	4. Any request of any Contracting Hospital's corporate ownership to reallocate funding among		
29	its Contracting Hospitals in accordance with COUNTY policy approved by the COUNTY's Board of		
30	Supervisors on November 9, 2010:-		
31	5. Any change in CONTRACTOR eligibility for funding		
32	6. Any change in Tobacco Settlement Revenue funds received by COUNTY		
33	#		
34	7. Any change in a Contracting Hospital's percent of Charity Care/Other and Bad Debts		
35	reported to the Office of Statewide Health Planning and Development which would in turn affect the		
36	distribution of Tobacco Settlement Revenue Funds specified herein.		
37	8. Any loss of DSH Hospital status by a Contracting Hospital identified as DSH in this		

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1 Agreement.

2 D. The parties Parties agree that a distribution table for Period Two, Period Three, Period Four, and
3 Period ~~Four~~ Five shall be completed in accordance ~~Paragraph~~ Subparagraph III.AB of Exhibit AC to the
4 Agreement Contract.

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

8 F. The parties Parties agree that rounding corrections may be made by ADMINISTRATOR prior to
9 distribution of funds.

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

16 H.

17 **II. DISTRIBUTION OF TSR FUNDS - NON DSH HOSPITALS**

18 ~~A. If CONTRACTOR is within a corporate ownership system that has no DSH Hospitals, and~~
19 ~~CONTRACTOR has~~ and ADMINISTRATOR may mutually agree, in writing, to modify the Allocation of
20 Tobacco Settlement Revenue Funds Paragraph of this Exhibit C to the Contract.

22 **IV. PAYMENT METHODOLOGY**

23 A. For Contracting Hospitals which have not elected to participate in the Whole Person Care
24 (WPC) otherwise committed all of their TSR Allocation to Optional Programs as described in Paragraph
25 V below, distribution of TSR funds not otherwise allocated to an Optional Program shall be as follows:

26 1. Within seven (7) payment to CONTRACTOR should be made within approximately thirty
27 (30) calendar days of ADMINISTRATOR's finalization of the distribution receipt of TSR funds from the
28 state, which the Parties agree has been historically in April of each fiscal year, COUNTY shall finalize
29 the calculations to distribute TSR Funds to qualifying Contracting Hospitals within Orange County that
30 maintain basic or comprehensive emergency services or trauma centers, to partially offset the costs of
31 providing charity care.

32 a. The Parties agree that the OSHPD Annual Financial Data for hospitals found at
33 http://www.oshpd.ca.gov/hid/Products/Hospitals/QuatrlyFinanData/CmpleteData/default.asp shall be the
34 official data used to complete the calculations for each applicable Period. The Parties have agreed to use
35 the four quarters ending September of each Calendar Year for final distribution of the funds received in
36 April. The Parties, through HASC, may agree to use another annual period; recognizing that the annual
37 data for each Calendar Year is generally available by the following October.

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«HOSPITAL_NAME», «UC_DBA»

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

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

each Period as specified in Paragraph III.A. 2 of Exhibit A to the Agreement. COUNTY shall not distribute TSR Funds to Long Beach Memorial Medical Center.

B. The estimated timelines for 1. If CONTRACTOR has elected to participate in the WPC Program and has allocated 100% of its TSR allocation to the WPC Program through FY 2020-21, payment to CONTRACTOR shall be made in accordance with Paragraph IV of this Exhibit B to the Agreement.

2. If CONTRACTOR has elected to participate in the WPC Program and has allocated a portion of its TSR allocation to the WPC Program through FY 2020-21, payment to CONTRACTOR related to its role in the WPC shall be made in accordance with Paragraph IV of this Exhibit B to the Agreement, and the balance of CONTRACTOR's TSR Funds shall be paid to CONTRACTOR within approximately thirty (30) calendar days of ADMINISTRATOR's finalization of the distribution calculations for each Period as specified in Paragraph III.A.2 of Exhibit A to the Agreement.

B. allocation of TSR Funds provided through this Contract are as follows:

<u>Period</u>	<u>OSHPD data for</u> <u>4 quarters</u> <u>ending</u>	<u>OSHPD Data</u> <u>Available</u>	<u>TSR Funds</u> <u>Received by</u> <u>COUNTY</u>	<u>Calculations</u> <u>Finalized</u>
<u>Period One</u>	<u>September 2020</u>	<u>January 2021</u>	<u>April, 2021</u>	<u>April, 2021</u>
<u>Period Two</u>	<u>September 2021</u>	<u>January 2022</u>	<u>April, 2022</u>	<u>April, 2022</u>
<u>Period Three</u>	<u>September 2022</u>	<u>January 2023</u>	<u>April, 2023</u>	<u>April, 2023</u>
<u>Period Four</u>	<u>September 2023</u>	<u>January 2024</u>	<u>April, 2024</u>	<u>April, 2024</u>
<u>Period Five</u>	<u>September 2024</u>	<u>January 2025</u>	<u>April, 2025</u>	<u>April, 2025</u>

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

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

V. OPTIONAL PROGRAMS

A. The Parties agree that TSR Funds shall not exceed TSR Funds received and designated by COUNTY for may be used as match funding for State or federal programs in which Contracting Hospitals for each Period may be eligible to participate at the discretion of both CONTRACTOR and/or COUNTY.

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2 ~~C. Payments made to CONTRACTOR shall not exceed the value of care given as reported by~~

3 ~~Hospitals to OSHPD~~ 1. The amount of TSR funds to be used as matching funds, and the

4 corresponding dollars provided as match, shall be mutually agreed upon by CONTRACTOR and

5 ADMINISTRATOR; provided further that all uses and distributions are in accordance with guidance and

6 regulations provided for the applicable State or federal program.

7 2. CONTRACTOR agrees to comply with reconciliation processes as may be implemented by

8 ADMINISTRATOR to ensure each Contracting Hospital receives no more than the amount of TSR

9 funding that would have been allocated should an amount be committed prior to the actual and final

10 distribution of TSR funds in accordance with Paragraph IV of Exhibit C to the Contract.

11 B. As of the execution of this Contract, CONTRACTOR may elect to allocate a portion or all of its

12 TSR allocation in one or more of the following programs:

13 1. SB 1100 as described in Exhibit D to this Contract.

14 2. Whole Person Care Program as described in Exhibit E to this Contract.

15 C. Other programs which benefit Contracting Hospitals and/or COUNTY, for which Contracting

16 Hospitals may be requested or required to provide all or a portion of their TSR funding in order to

17 participate, may be added as additional Exhibits to the Contract through a formal amendment process

18 between CONTRACTOR and COUNTY.

19 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Optional

20 Programs Paragraph of this Exhibit C to the Contract.

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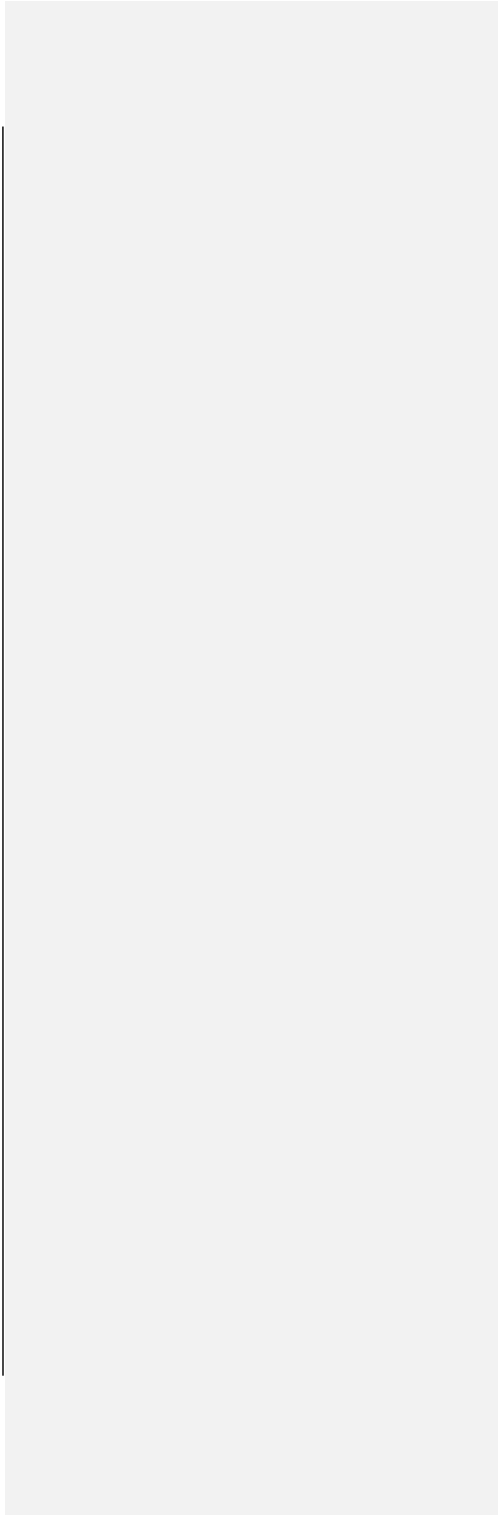
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«HOSPITAL_NAME», «UC_DBA»

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

SB 1100 PROGRAM

I. COMMON TERMS AND DEFINITIONS

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

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

Period. If CONTRACTOR is a DSH Hospital, or is within a corporate ownership system that has one (1) or more DSH Hospitals, payment to CONTRACTOR shall be made 2. "Inability to pay" means a financial condition that meets the written standards and policies established by CONTRACTOR for charity care that shall be reported by CONTRACTOR in accordance with the regulations published by the Office of Statewide Health Planning and Development.

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

4. "Medically necessary services" means medical services necessary to protect life, to prevent significant disability or to prevent serious deterioration of health.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph ~~III~~ below of this Exhibit D to the Contract.

II. SB 1100 PARTICIPATION REQUIREMENTS AND PAYMENT

METHODOLOGY

~~III. DISTRIBUTION OF TSR FUNDS - DSH HOSPITALS~~

A. Contracting Hospitals that are DSH Hospitals are eligible for participation in the SB 1100 Program and to receive payments from the Private Hospital Supplemental Fund (PHSF) established pursuant to WIC Section 14166.12(b) which is administered by DHCS for the provision of Medi-Cal services.

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1 1. TSR Funds allocated to DSH Hospitals qualify as public funds which may be transferred
2 from COUNTY, through an IGT, to DHCS for deposit into the PHSF pursuant to CFR, Title 42, Section
3 433.51 and WIC Section 14166.12(e).

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

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

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

10 b. DHCS ~~has established~~ determines the payment cycles for each SPA which may range
11 from a 1-year payment cycle to a 3-year payment cycles for the SPA. ~~For~~

12 1) As of the purposes execution of this Agreement, these cycles Contract, DHCS is in a
13 3-year payment cycle for the period FY 2019 – 2022, and shall hereafter be referred known as
14 follows: Cycle 1.

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

17 c. 1) “Cycle 1” means payments made by DHCS to DSH Hospitals from
18 the PHSF for FY ~~2015-16~~ 2019-20, FY ~~2016-17~~ 2020-21 and FY ~~2017-18~~ 2021-22. Each FY of Cycle 1
19 is included in appropriate SPA-15-003. Further, the following Contracting Hospitals are also specified in
20 SPA-15-003 and have agreed to the use of their TSR funds for the IGT as specified in this Exhibit ~~B~~ D.

21 a) Children’s Hospital of Orange County

22 b) Anaheim Global Medical Center

23 e) Orange County Global Medical Center

24 d) South Coast Global Medical Center

25 e) Garden Grove Hospital and Medical Center

26 f) Fountain Valley Regional Hospital and Medical Center

27 2) d. “Cycle 2 and beyond” means payments made by DHCS to DSH Hospitals from the
28 PHSF for FY ~~2018-19~~, FY 2019-20 and FY ~~2020-21~~ Fiscal Years to be specified by DHCS in the SPA
29 for that period: and for which periods are included in this Contract. Contracting Hospitals eligible to
30 receive supplemental payments from from the PHSF for Cycle 2 and beyond may also agree to the use of
31 their TSR funds for the IGT as specified in this Exhibit ~~B and~~ D; provided, however, that the Contracting
32 Hospital agrees to participate in each year of the Cycle unless otherwise allowed by DHCS.
33 ADMINISTRATOR shall provide a list of hospitals participating in Cycle 2 and beyond based on the
34 addition or deletion of DSH Hospitals and/or changes in hospitals under corporate ownership, and/or a
35 Contracting Hospital’s concurrence to participate in the PHSF.

36 B. In accordance with COUNTY policy approved by the COUNTY’s Board of Supervisors on
37 November 9, 2010, for the purposes of maximizing federal financial participation, and therefore,

1 supplemental payments from the PHSF, Contracting Hospitals that are not DSH Hospitals, but are within
 2 a corporate ownership system that has one (1) or more DSH Hospitals, may reallocate all or a portion of
 3 their TSR allocation to a DSH Hospital within the same corporate ownership.

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

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

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

<u>TSR Funds Reallocated From:</u>	<u>TSR Funds Reallocated To:</u>
Children’s Hospital at Mission	Children’s Hospital of Orange County
Chapman Global Medical Center	Orange County <u>South Coast</u> Global Medical Center
Huntington Beach Hospital & Medical Center	Garden Grove Hospital & Medical Center
La Palma Intercommunity Hospital	Garden Grove Hospital & Medical Center
West Anaheim Medical Center	Garden Grove Hospital & Medical Center
Los Alamitos Medical Center	Fountain Valley Reg. Hospital & Medical Center
Placentia Linda Hospital	Fountain Valley Reg. Hospital & Medical Center

30
 31 C. IGT – CYCLE 1

32 1. The ~~parties~~ Parties agree that, in accordance with direction from DHCS:

33 #
 34 #
 35 a. ~~ADMINISTRATOR did not provided sufficient notice to DHCS of its intent to complete~~
 36 ~~an IGT to allow for CONTRACTOR’s participation in the FY 2015 16 PHSF using actual~~
 37 ~~FY 2014 15 TSR Funds received.~~

b. In order to participate in the FY ~~2016-17~~2019-20 PHSF and ~~through~~ FY ~~2017-18~~2021-22 PHSF of Cycle 1, COUNTY and CONTRACTOR agreed to commit to a specified amount of funding for each year, unless ADMINISTRATOR is able to negotiate a modification(s) with DHCS based on the actual TSR distribution to Contracting Hospitals:

1) The actual amount of FY ~~2014-15~~2018-19 TSR Funds ~~that would have been~~ to be included in the IGT for participation in the FY ~~2015-16~~2019-20 PHSF is ~~\$648,264~~1,060,694

2) The ~~parties~~ parties agreed that the actual amount of FY ~~2014-15~~19-20 TSR Funds ~~would~~ to be ~~specified as~~ included in the IGT for participation in the FY 2020-21 PHSF is \$603,248

//

3) ~~The actual~~ amount ~~available for each year~~ of Cycle 1-

2) DHCS has agreed, and has included in SPA 15-003, that the FY ~~2014-15~~FY 20-21 TSR Funds identified by COUNTY shall be added to the FY ~~2015-16~~ TSR Funds ~~specified~~ to be included in the IGT for participation in the FY ~~2016-17~~2021-22 PHSF for a total of ~~\$1,296,528~~is \$915,479.

3) ~~The parties~~ Parties agree 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 allocation for ~~FY 2015-16 and FY 2016-17~~each Fiscal Year to vary from the amount committed to send to DHCS-

4) ~~therefore~~, CONTRACTOR has agreed to the IGT reconciliation process, as specified in this Exhibit ~~BD~~, following the end of Cycle 1 to balance any adjustments to CONTRACTOR's TSR allocation during Cycle 1 required to meet the IGT commitments.

23. COUNTY, on behalf of CONTRACTOR, agrees that COUNTY, through an IGT, shall 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 2014-15 <u>2018-19</u>	\$648,264 <u>1,060,694</u>	FY 2016-17 <u>2019-20</u>	March, 2017 <u>2019</u>	April, 2017 <u>2019</u>
Prior Agreement	FY 2015-16 <u>2019-20</u>	\$648,264 <u>603,248</u>	FY 2016-17 <u>2020-21</u>	March, 2017 <u>2020</u>	April, 2017 <u>2020</u>
Period 1	FY 2016-17 <u>2020-21</u>	\$648,264 <u>15,479</u>	FY 2017-18 <u>2021-22</u>	March, 2018 <u>2021</u>	April, 2018 <u>2021</u>
	Total Cycle 1:	\$1,944,792 <u>2,579,421</u>			

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

«HOSPITAL_NAME», «UC_DBA»

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

3 ~~4.~~

4 ~~_____ b. COUNTY shall recommend to DHCS that CONTRACTOR also receive its portion of~~
 5 ~~the twenty five percent (25%) balance of the Total Deposit in the supplemental payment from the PHSF.~~
 6 ~~CONTRACTOR understands that COUNTY may only make a recommendation regarding these funds~~
 7 ~~and that final determination regarding distribution of the twenty five percent (25%) balance rests with~~
 8 ~~DHCS.~~

9 ~~_____ c. The actual FY 2014-15 TSR Fund distribution to DSH hospitals and hospitals within the~~
 10 ~~same corporate ownership, and the projected supplemental payment at one hundred percent (100%) from~~
 11 ~~the PHSF, is as follows, and for the purposes of the IGT, shall be the amounts deemed allocated to~~
 12 ~~CONTRACTOR for FY 2015-16 and FY 2016-17, pending IGT reconciliation.~~

<u>Hospital by Corporate Ownership</u>	<u>IGT Transfer Amount</u>	<u>Supplemental PHSF Payment</u>
<u>CHILDREN'S HOSPITAL</u>		
— Children's Hospital at Mission	\$ 16,050	\$ 0
— Children's Hospital of Orange County	<u>56,937</u>	<u>145,974</u>
SUBTOTAL CHILDREN'S HOSPITAL	\$ 72,987	\$ 145,974
<u>KPC HEALTHCARE INC.</u>		
— Anaheim Global Medical Center	\$ 26,018	\$ 52,036
— Chapman Global Medical Center	12,840	0
— Orange County Global Medical Center	111,508	248,696
— South Coast Global Medical Center	<u>29,060</u>	<u>58,120</u>
SUBTOTAL KPC HEALTHCARE INC.	\$179,426	\$ 358,852
<u>PRIME HEALTHCARE</u>		
— Garden Grove Medical Hospital & Medical Center	\$ 84,644	\$ 600,450
— Huntington Beach Hospital and Medical Center	57,443	0
— La Palma Intereommunity Hospital	37,845	0
— West Anaheim Medical Center	<u>120,293</u>	<u>0</u>
SUBTOTAL PRIME HEALTHCARE	\$300,225	\$ 600,450
<u>TENET HEALTHCARE</u>		
— Fountain Valley Regional Hospital & Medical Center	\$ 54,233	\$ 191,252
— Los Alamitos Medical Center	27,708	0

1	— Placentia Linda Hospital	<u>13,685</u>	<u>0</u>
2	SUBTOTAL TENET HEALTHCARE	\$ 95,626	\$ 191,252
3			
4	Total FY 2014-15 TSR Allocation	\$648,264	\$1,296,528

5 #
6 #

7 ~~D. IGT CYCLE 2~~

8 ~~1. In order to participate in Cycle 2 of the PHSF, the parties agree to assume DHCS will require~~
 9 ~~COUNTY and CONTRACTOR to commit to a specified amount of funding for each PHSF year included~~
 10 ~~in Cycle 2 and for the purposes of this Agreement, further agree to assume that Cycle 2 will be comprised~~
 11 ~~three (3) years: FY 2018-19, FY 2019-20, and FY 2020-21.~~

12 ~~2. CONTRACTOR agrees the FY 2017-2018 TSR Funds resulting from the IGT Reconciliation~~
 13 ~~of Cycle 1 shall be the amount specified to DHCS for the FY 2018-19 PHSF.~~

14 ~~3. CONTRACTOR agrees the FY 2018-19 TSR Funds and the FY 2019-20 TSR Funds shall~~
 15 ~~be equal to the amount of FY 2017-18 TSR Funds prior to the IGT Reconciliation from Cycle 1 and shall~~
 16 ~~be the amounts specified to DHCS for the FY 2019-20 PHSF and FY 2020-21 PHSF, respectively.~~

17 ~~a. The parties agree there are a number of variables that can impact the actual amount of~~
 18 ~~TSR allocated to each Contracting Hospital each fiscal year, and these variables may cause the actual~~
 19 ~~allocation for FY 2018-19 and FY 2019-20 to vary from the amount committed to send to DHCS.~~

20 ~~b. CONTRACTOR has agreed to the IGT reconciliation process, as specified in this Exhibit~~
 21 ~~B, following the end of Cycle 2 to balance any adjustments to CONTRACTOR's TSR allocation during~~
 22 ~~Cycle 2 required to meet the IGT commitments.~~

23 ~~4. COUNTY, on behalf of CONTRACTOR, agrees that COUNTY, through an IGT, shall~~
 24 ~~transfer its TSR Fund allocation to DHCS in accordance with the following schedule for Cycle 2, which~~
 25 ~~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 2017-18	Reconciled	FY 2018-19	March, 2019	April, 2019
Period 3	FY 2018-19	Estimated	FY 2019-20	March, 2020	April, 2020
Period 4	FY 2019-20	Estimated	FY 2020-21	March, 2021	April, 2021
	Total Cycle 2:	TBD			

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36 ~~5. The amount of the IGT and the federal financial participation shall be collectively referred to~~
 37 ~~as the "Total Deposit."~~

«HOSPITAL_NAME», «UC_DBA»

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

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

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

12 D. IGT – CYCLE 2 AND BEYOND

13 1. In order to participate additional Cycles to the PHSF beyond Cycle 1 defined above, the
 14 Parties agree to assume DHCS will require COUNTY and CONTRACTOR to commit to a specified
 15 amount of funding for each PHSF year included each additional Cycle. ADMINISTRATOR shall notify
 16 CONTRACTOR of the direction provided by DHCS and shall provide updated IGT amounts with the
 17 amended Subparagraph III.B. of Exhibit C to the Contract.

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

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

24 ~~c. ADMINISTRATOR shall update, and distribute to CONTRACTOR and HASC, the~~
 25 ~~table in subparagraph III.C.3.c of this Exhibit B to the Agreement to reflect the amounts specified for~~
 26 ~~Cycle 2.~~

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

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37 E. IGT - RECONCILIATION

1 1. For each year of each Cycle, ADMINISTRATOR shall compare the actual amount of TSR
 2 allocated to DSH Hospitals and their non-DSH Hospital partners within the same corporate ownership,
 3 calculated in accordance with ~~Paragraph~~Subparagraph III.A.2.B. of Exhibit ~~A.C~~ of the ~~Agreement~~Contract,
 4 to the IGT commitment made for each year of each Cycle. ADMINISTRATOR shall distribute these
 5 calculations to CONTRACTOR and HASC.

6 2. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals within
 7 the same corporate ownership is greater than the total of the IGT amount specified for the corresponding
 8 PHSF period, ADMINISTRATOR shall retain the difference between the TSR Fund amount calculated
 9 and the amount committed to DHCS until each year within a Cycle is reconciled. Following the end of
 10 the Cycle, if the total ~~off of all three (3)~~ reconciled years results in a TSR amount that is greater than the
 11 total of the ~~three (3)~~ IGT amounts specified for the Cycle, the difference shall be added to the first year of
 12 the next Cycle, or paid to the applicable Contracting Hospitals within the corporate ownership as
 13 determined by CONTRACTOR.

14 3. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals within
 15 the same corporate ownership is less than the total of the IGT amount specified for the corresponding
 16 PHSF period, ADMINISTRATOR shall, in an amount equal to the difference between the TSR Fund
 17 amount calculated and the amount committed to DHCS until each year within a Cycle is reconciled,
 18 allocate a portion of the next Fiscal Year's budgeted TSR Funds to the DSH Hospital to ensure the IGT
 19 commitment to DHCS is satisfied. Following the end of the Cycle, if the total ~~off of all three (3)~~ reconciled
 20 years results in a TSR amount that is less than the total of the ~~three (3)~~ IGT amounts specified for the
 21 Cycle, the difference shall be deducted from the first year of the next Cycle. The subsequent years of the
 22 next Cycle shall then be adjusted to be equal to the amount first year funds prior to the IGT Reconciliation
 23 from previous Cycle.

24 4. Effective with the amounts identified for the FY ~~2018-19~~2019-20 IGT, the conditions and
 25 requirements for any calculations and/or reconciliations shall be consistent the procedures specified in
 26 this Exhibit ~~B.D~~.

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

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

32 #

33 #

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

37 2. Maintain Basic Emergency Medical Services, or Comprehensive Emergency Medical

1 Services, as provided for in Title 22, Sections 70411 et seq. through December 31 following supplemental
2 payment from the PHSF.

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

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

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

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14 **IV. DISTRIBUTION OF TSR FUNDS – WPC HOSPITALS**

15 ~~H. CONTRACTOR and ADMINISTRATOR may mutually agree. A. Contracting Hospitals~~
16 ~~that are not participating in writing, to modify the IGT detailed in SB 1100 Participation Requirements~~
17 ~~and Payment Methodology Paragraph III of this Exhibit B D to the Agreement may agree to participate in~~
18 ~~the Whole Person Care (WPC) Program as specified in the Medi-Cal 2020 Waiver between DHCS and~~
19 ~~CMS, and in accordance with the WPC Program Proposed by Contract.~~

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«HOSPITAL_NAME», «UC_DBA»

EXHIBIT E
TO CONTRACT FOR THE PROVISION OF
INDIGENT AND TRAUMA CARE SERVICES
BETWEEN

COUNTY to DHCS in its application OF ORANGE

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

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

3 AND
«HOSPITAL NAME», «UC DBA»
JULY 1, 2020 THROUGH JUNE 30, 2025

WHOLE PERSON CARE

I. COMMON TERMS AND DEFINITIONS

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

4. Contracting Hospitals must be identified by COUNTY in its WPC application to receive funding from COUNTY for participation and support of the WPC Program.

a. Contracting Hospitals desiring to participate in the WPC must:

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

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

3) Submit a description of the services to be provided in support of the WPC.

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

b. A. The amount of TSR Funds to be used in the COUNTY'S WPC IGT is at the discretion of CONTRACTOR. The following Contracting Hospitals have agreed to participate in the WPC Program and have the following amounts used by COUNTY in the WPC IGT for each period FY 2016-17 through FY 2020-21:

Hospital	TSR Funds To WPC	IGT Match	Total Paid to Hospital By
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			County Under WPC
St. Jude Hospital	\$ 100,000	\$ 100,000	\$ 200,000
St. Joseph's Hospital	\$ 100,000	\$ 100,000	\$ 200,000
Hoag Hospital	\$ 116,400	\$ 116,400	\$ 232,800
UCI Medical Center	\$ 100,000	\$ 100,000	\$ 200,000
MemorialCare	\$ 100,000	\$ 100,000	\$ 200,000
Totals	\$ 516,400	\$ 516,400	\$ 1,032,800

c. ~~Payment to CONTRACTOR for services in support of the WPC shall be made, by COUNTY, as follows:~~

~~1) For Period One, a negotiated payment upon notification to ADMINISTRATOR that positions to be hired and/or allocated in support of the WPC Pilot Program as shown in subparagraph 3) below.~~

~~2) For Periods Two through Four, based on a "collective per member per month" reporting to ADMINISTRATOR of WPC Beneficiaries receiving services through CONTRACTOR.~~

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

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

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

~~i) CONTRACTOR shall be reimbursed at a rate of \$119 per unduplicated member actually reported for the month, not to exceed 1/12th of its reimbursement for the Period unless CONTRACTOR was not paid up to 1/12th of its reimbursement in any prior month(s), in which case CONTRACTOR may be reimbursed at an amount equal to 1/12th of its reimbursement plus the difference between 1/12th of its reimbursement for the Period and the amount CONTRACTOR received in any prior month(s).~~

~~3) CONTRACTOR's payment and reimbursement for each Period that the WPC is in effect shall be as follows:~~

Hospital	Period One Payment	Period Two January, 2017 – June, 2018	Period Three July, 2018 – December, 2018	Period Three January, 2019 – June, 2019

		Reimbursement	Reimbursement	Reimbursement
St. Jude Hospital	\$ 250,000	\$ 125,000	\$ 125,000	\$ 125,000
St. Joseph's Hospital	250,000	125,000	125,000	125,000
Hoag Hospital	291,000	145,500	145,500	145,500
UCI Medical Center	250,000	125,000	125,000	125,000
Orange Coast Memorial	75,000	37,500	37,500	37,500
Saddleback Memorial	\$ 175,000	\$ 87,500	\$ 87,500	\$ 87,500
Totals	\$ 1,291,000	\$ 645,500	\$ 645,500	\$ 645,500

Hospital	Period Four July, 2019 – December, 2019 Reimbursement	Period Four January, 2020 – June, 2020 Reimbursement
St. Jude Hospital	\$ 125,000	\$ 125,000
St. Joseph's Hospital	125,000	125,000
Hoag Hospital	145,500	145,500
UCI Medical Center	125,000	125,000
Orange Coast Memorial	37,500	37,500
Saddleback Memorial	\$ 87,500	\$ 87,500
Totals	\$ 645,500	\$ 645,500

ii) Following the end of each calendar year, if the total of all WPC payments to CONTRACTOR is less than that identified in subparagraph IV.A.4.c.3) below due to a shortfall of WPC beneficiaries being reported by all WPC participating hospitals and clinics to achieve the collective per member per month target in the WPC Agreement, COUNTY shall reimburse CONTRACTOR the difference between the actual amount received and the amount committed to CONTRACTOR for its participation in the WPC Pilot Program. Such payment, if applicable, shall be made by COUNTY to CONTRACTOR no later than 45 days following the end of the calendar year.

d. ~~CONTRACTOR shall provide statistical data related to the WPC population being served, including, but not limited to, the total number of persons benefiting from CONTRACTOR's support of the WPC and of that total, the number patients who may also be considered Seriously Mentally Ill. Adults with a serious mental illness (SMI) are defined by SAMHSA as persons age 18 and over, who currently or at any time during the past year, have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the [DSM-IV], resulting in functional impairment which substantially interferes with or limits one or more major life activities. SAMHSA will defer to state definitions of SMI and/or serious and persistent mental illness (SPMI).~~

~~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 allocation for FY 2016-17 through FY 2020-21 to vary from the amount committed to COUNTY.~~

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

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

Period	TSR Year	Amount	WPC Year	IGT Date
Period 1	FY 2016-17	\$ 516,400	CY 2016	June, 2017
Period 2	FY 2017-18	\$ 516,400	CY 2017	December 2017 & June 2018
Period 3	FY 2018-19	\$ 516,400	CY 2018	December 2018 & June 2019
Period 4	FY 2019-20	\$ 516,400	CY 2019	December 2019 & June 2020
Subsequent Agreement	FY 2020-21	\$ 516,400	CY 2020	December 2020 & June 2021
Total:		\$ 2,582,000		

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~~C. COUNTY WPC RECONCILIATION~~

~~1. For each year of each Cycle, ADMINISTRATOR shall compare the actual amount of TSR allocated to CONTRACTOR, calculated in accordance with Paragraph III.A.2 of Exhibit A of the Agreement, to the IGT commitment made for each year of the WPC. ADMINISTRATOR shall distribute~~

1 these calculations to CONTRACTOR and Hospital Association of Southern California (HASC).

2 ~~_____ 2. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals within~~
 3 ~~the same corporate ownership is greater than the total of the IGT amount specified for the corresponding~~
 4 ~~WPC period, ADMINISTRATOR may retain the difference between the TSR Fund amount calculated~~
 5 ~~and the amount committed to COUNTY until each year within the WPC period is reconciled, or paid to~~
 6 ~~CONTRACTOR. Following the end of the WPC period, if the total off all five (5) reconciled years results~~
 7 ~~in a TSR amount that is greater than the total of the five (5) IGT amounts specified for the WPC, the~~
 8 ~~difference shall paid to the applicable Contracting Hospitals within the corporate ownership as determined~~
 9 ~~by CONTRACTOR.~~

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

19 ~~_____ 4. The current Agreement term ends June 30, 2020, and all future WPC related financial~~
 20 ~~commitments and actions for periods beyond that date will be incorporated into subsequent Agreements~~
 21 ~~or Amendments.~~

22 ~~Parties—D. The parties agree to the following terms and definitions, and to those terms and definitions~~
 23 ~~that, which for convenience, are set forth; elsewhere in the Agreement~~this Contract.

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

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

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

34 4. "WPC Agreement" means the agreement between COUNTY and DHCS for participation in
 35 the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020,
 36 as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be implemented
 37 in Orange County.

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

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

5
6 **II. WPC PARTICIPATION REQUIREMENTS AND PAYMENT REQUIREMENTS**

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

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

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

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

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

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

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

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

23 a. Commit to the allocation of the same amount of TSR each year for FY 2016-17, FY
24 2017-18, FY 2018-19, FY 2019-20, and FY 2020-21. If the WPC Pilot is extended for a period of time
25 as determined by DHCS, commit to future Fiscal Year amounts to be negotiated with ADMINISTRATOR
26 in accordance with the extension requirements provided by DHCS.

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

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

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

33 5. The amount of TSR Funds to be used in the COUNTY’S WPC IGT is at the discretion of
34 CONTRACTOR.

35 6. The following Contracting Hospitals have agreed to participate in the WPC Program and
36 have the following amounts used by COUNTY in the WPC IGT for each period
37 FY 2016-17 through FY 2020-21, which amounts may be modified upon mutual written agreement

1 between CONTRACTOR and ADMINISTRATOR.

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

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

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

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

28 8. Contracting Hospitals not previously identified as WPC Hospitals above, desiring to
 29 participate in the WPC by providing an ADT feed in exchange for a one-time payment of fifty thousand
 30 (\$50,000) shall notify ADMINISTRATOR of its desire to do so.

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

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

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

- 1 a. Provide a signed BAA related specifically to the use of WPC Connect.
- 2 b. Participate in training on how to use WPC Connect.
- 3 c. Agree to make referrals to other WPC Participating Entities in accordance with the
- 4 policies and procedures of the WPC Program.

5 B. COUNTY WPC IGT

- 6 1. The Parties agree that there are a number of variables that can impact the actual amount of
- 7 TSR allocated to each Contracting Hospital each fiscal year, and these variables may cause the actual
- 8 //
- 9 allocation for FY 2020-21, and additional Fiscal Year(s) if the WPC Pilot is extended by DHCS, to vary
- 10 from the amount committed to COUNTY.
- 11 2. CONTRACTOR has agreed to the COUNTY WPC IGT reconciliation process, as specified
- 12 in this Exhibit B, following the end of the WPC Program to balance any adjustments to CONTRACTOR's
- 13 TSR allocation during the period required to meet the IGT commitments.
- 14 3. CONTRACTOR agrees that COUNTY, through a COUNTY'S IGT, shall transfer all or a
- 15 portion of its TSR Fund allocation to DHCS, along with any other funds identified by COUNTY in support
- 16 of the WPC Program, in accordance with the following schedule as required by DHCS, and in the amounts
- 17 specified by DHCS:

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

23 C. COUNTY WPC - RECONCILIATION

- 24 1. For each year of each Cycle, ADMINISTRATOR shall compare the actual amount of TSR
- 25 allocated to CONTRACTOR, calculated in accordance with Subparagraph II.A. of Exhibit C of the
- 26 Contract, to the IGT commitment made for each year of the WPC. ADMINISTRATOR shall distribute
- 27 these calculations to CONTRACTOR and HASC.
- 28 2. If the total of actual calculated TSR Funds to be distributed to all Contracting Hospitals within
- 29 the same corporate ownership is greater than the total of the IGT amount specified for the corresponding
- 30 WPC period, ADMINISTRATOR may retain the difference between the TSR Fund amount calculated
- 31 and the amount committed to COUNTY until each year within the WPC period is reconciled, or paid to
- 32 CONTRACTOR. Following the end of the WPC period, if the total of all five (5) reconciled years results
- 33 in a TSR amount that is greater than the total of the five (5) IGT amounts specified for the WPC, the
- 34 difference shall paid to the applicable Contracting Hospitals within the corporate ownership as determined
- 35 by CONTRACTOR.

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

10 D. EXTENSION OF WPC PROGRAM

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

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

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

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

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