

BE WELL OC WELLNESS HUB SERVICES CONTRACT

BETWEEN

COUNTY OF ORANGE AND CALOPTIMA

This Be Well OC Wellness Hub Services Contract (“Contract”) is entered into by and between Orange County Health Authority, a Public Agency, dba CalOptima (“CalOptima”), and the County of Orange, through its agency, the Orange County Health Care Agency (“County”), a political subdivision of the State of California. CalOptima and County may sometimes be referred to hereinafter individually as “Party” or jointly as the “Parties.”

RECITALS

- A. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008; and
- B. CalOptima has entered into a contract with the State of California, Department of Health Care Services (DHCS) (DHCS Contract), pursuant to which CalOptima is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (“Medi-Cal Program”); and
- C. County provides various health programs and services to the residents of Orange County; and
- D. On December 6, 2018, the CalOptima Board of Directors approved an allocation of up to \$11.4 million in IGT funds for the provision of enhanced services to CalOptima Medi-Cal Members at the Be Well OC Wellness Hub, to be constructed at 265 Anita Street, Orange, California, and authorized the CalOptima Chief Executive Officer to enter into a Contract with County related to these funds and services; and
- E. The Be Well OC Wellness Hub will provide enhanced services for CalOptima’s Medi-Cal Members by integrating and co-locating CalOptima’s and County’s mental health and substance abuse services, as well as community-based social support services, in a central, easily accessible location that will improve access to care, address the needs of patients on a whole-person care model, improve treatment outcomes, and enhance patients’ recovery; and
- F. County and CalOptima wish to set forth in this Contract the manner in which the enhanced services will be coordinated, provided, and charged against the Advance Funding Amount.

NOW, THEREFORE, in consideration of the Recitals above, the receipt of which is acknowledged herein and which are incorporated herein by this reference, and the mutual

covenants, benefits, and promises contained herein, County and CalOptima hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following definitions, and any additional definitions set forth in Attachments and Schedules attached hereto, apply to the terms set forth in this Contract:

- 1.1. “Accreditation Organization” means any organization including without limitation, the National Committee for Quality Assurance (“NCQA”), Joint Commission and/or other entities engaged in accrediting, certifying and/or approving CalOptima, County and/or their respective programs, centers or services.
- 1.2. “Advance Directive” means a written instruction (such as that required under the Federal Patient Self-Determination Act, 42 U.S.C. Sections 1395cc(f) and 1396a(w), and implementing regulations, the California Health Care Decisions Law, Probate Code Sections 4600 *et seq.*, or durable power of attorney for health care), relating to the provision of medical care when an individual is incapacitated.
- 1.3. “Approved Drug List” means CalOptima’s continually updated list of medications and supplies that may be obtained without prior authorization.
- 1.4. “Advance Funding Amount” means up to eleven million four hundred thousand dollars (\$11,400,000) of advanced funding, or an amount that is the equivalent of one-third of the total costs of the development of the Be Well OC Wellness Hub, whichever is less, from CalOptima’s IGT 5 funds to reimburse the County for coordination and provision of Local Health Agency (LHA) Services at Be Well OC Wellness Hub to CalOptima Medi-Cal Members.
- 1.5. “Be Well OC Wellness Hub” or “Hub” means the center located at 264 Anita Street, Orange, California and established by the County and Mind OC, and overseen by the Orange County Health Care Agency (“HCA”), to which center patients from hospital emergency departments and/or other clinical settings located within the County may be referred to receive focused behavioral health services.
- 1.6. “CalOptima Direct” (“COD”) means a program that CalOptima administers for CalOptima Members not enrolled in a Health Network. COD consists of two components:
 - 1.6.1 “CalOptima Care Network” or “CCN” provides care for Members who are assigned to CCN in accordance with CalOptima policy. CCN Members are assigned to Primary Care Physicians (“PCP”) as their medical home, and their care is coordinated through this PCP.

- 1.6.2 “CalOptima Direct-Administrative” or “COD-Administrative” provides care to Members who reside outside of CalOptima’s service area, are transitioning into a Health Network, have a Medi-Cal Share of Cost, or are eligible for both Medicare and Medi-Cal. These Members are free to select any registered Practitioner for Physician services.
- 1.7. “CalOptima Policies” means CalOptima policies and procedures relevant to this Contract, as amended from time to time at the sole discretion of CalOptima.
- 1.8. “CalOptima Program” means the Medi-Cal Programs administered by CalOptima under DHCS Contract.
- 1.9. “Care Management Services” means (i) providing LHA Services including health assessments, identification of risks, initiation of intervention and health education deemed Medically Necessary, consultation, referral for consultation and additional health care services; (ii) coordinating Medically Necessary Covered Services with other Medi-Cal benefits not covered under this Contract; (iii) maintaining a Medical Record with documentation of referral services, and follow-up as medically indicated; (iv) ordering of therapy, admission to hospitals and coordinated hospital discharge planning that includes necessary post-discharge care; (v) participating in disease management programs as applicable (vi) coordinating a Member’s care with all outside agencies pertinent to their needs as addressed in the MOUs and CalOptima Policies (vii) coordinating care for Members transitioning from CalOptima Direct to a Health Network.
- 1.10. “Child Health and Disability Prevention” (“CHDP”) means a California program defined in the Health and Safety Code Section 12402.5, et seq., that covers pediatric preventive services for eligible children receiving Medi-Cal benefits. The CHDP components are incorporated into CalOptima's Pediatric Preventive Services Program, which is often referred to as CHDP. These services are provided according to the recommended schedule and standards published by the American Academy of Pediatrics (“AAP”).
- 1.11. “Claim” means a request for payment submitted by County in accordance with this Contract and CalOptima Policies.
- 1.12. “Clean Claim” means a Claim that has no defects or improprieties, contains all required supporting documentation, passes all system edits, and does not require any additional reviews by medical staff to determine appropriateness of services provided as further defined in the applicable CalOptima Program(s).
- 1.13. “Compliance Program” means the program (including, without limitation, the compliance plan, code of conduct and CalOptima Policies) developed and adopted by CalOptima to promote, monitor and ensure that CalOptima’s operations and practices and the practices of the members of its Board of Directors, employees, contractors and Physicians comply with applicable law and ethical standards.
- 1.14. “Concentration Languages” means those languages spoken by at least 1,000 Members whose primary language is other than English in a ZIP code, or by at least 1,500 such Members in two contiguous ZIP codes.

- 1.15. “Coordination of Benefits” or (“COB”) means the specific requirements (*e.g.*, Medicare Secondary Payer (“MSP”)) to coordinate other health care coverage (“OHC”) that is primary to the Member’s CalOptima Program benefits.
- 1.16. “Covered Services” means those services provided under the Fee-for-Service Medi-Cal program, as set forth in Article 4, Chapter 3 (beginning with Section 51301), Subdivision 1, Division 3, Title 22, CCR, and Article 4 (beginning with Section 6840), Subchapter 13, Chapter 4, Division 1 of Title 17, CCR, which (i) are included as Covered Services under the State Contract; (ii) are Medically Necessary items and services available to Members under the applicable CalOptima Program, or (iii) are CCS Services (as defined in Title 22, CCR Sections 41515.2-41518.9), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program.
- 1.17. “County Associates” means the County and its employees, Participating Providers and/or Subcontractors furnishing medical and/or administrative services under this Contract.
- 1.18. “Effective Date” means the effective date of commencement of this Contract as provided in Article 11.
- 1.19. “Emergency Medical Condition” means a medical condition, which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:
1. placing the health of the individual (or, in the case of a pregnant woman, the health of the woman and her unborn child) in serious jeopardy; or
 2. serious impairment to bodily functions; or
 3. serious dysfunction of any bodily organ or part.
- 1.20. “Emergency Services” means those health care services (including inpatient and outpatient) that are Covered Services and for which County and County Associates are duly licensed and qualified to furnish that are needed to evaluate or stabilize an Emergency Medical Condition.
- 1.21. “Government Agencies” means Federal and State agencies that are parties to the Government Contracts, including Department of Health and Human Services (“HHS”)/Centers for Medicare and Medicaid Services (“CMS”), DHCS, Department of Managed Health Care (“DMHC”) and the Managed Risk Medical Insurance Board (“MRMIB”) and their respective agents and contractors, including quality improvement organizations (“QIOs”).
- 1.22. “Government Contract(s)” means the written contract(s) between CalOptima and the Federal and/or State government pursuant to which CalOptima administers and pays for covered items and services under a CalOptima Program.

- 1.23. “Government Guidance” means Federal and State operational and other instructions related to the coverage, payment and/or administration of CalOptima Programs.
- 1.24. “Health Network” means a physician group, physician-hospital consortium or health care service plan, such as an HMO, which is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.25. "Hospital Services" means those Medically Necessary inpatient and outpatient services, including medical services and supplies that are Covered Services.
- 1.26. “Licenses” means all licenses and permits that County is required to have in order to participate in the CalOptima Programs and/or furnish the items and/or services described under this Contract.
- 1.27. “LHA Services at Be Well OC Wellness Hub” means those services that are not Covered Services and are not services available under the County Mental Health Plan or the Drug Medi-Cal Program, that are provided to CalOptima Members at the Be Well OC Wellness Hub, as set forth in Attachment A.
- 1.28. “Long Term Care Facility” means a facility that is licensed to provide skilled nursing facility services, intermediate care facility services or sub-acute care services.
- 1.29. “Medi-Cal” is the name of the Medicaid program for the State of California (*i.e.*, the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.30. “Medical Necessity” or “Medically Necessary” means reasonable and necessary services to protect life, prevent illness or disability, alleviate severe pain through the diagnosis or treatment of disease, illness or injury, achieve age appropriate growth and development, and attain, maintain, or regain functional capacity per Title 22, CCR Section 51303 (2) and 42 CFR 428.210 (a)(5). When determining the Medical Necessity for a Medi-Cal beneficiary under the age of 21 “Medical Necessity” is expanded to include the standards set forth in the USC Section 1396d(r), and W&I Code Section 14132 (v).
- 1.31. “Medical Record” means any record kept or required to be kept by any Provider that documents all of the medical services received by the Member, including, without limitation, inpatient, outpatient, emergency care, and Referral requests and authorizations, as required to be kept pursuant to applicable State and Federal laws.
- 1.32. “Medicare” means the Federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.33. “Medicare Secondary Payer” or “MSP” means the Medicare COB requirements as incorporated in Medicare Advantage (“MA”) regulations.
- 1.34. “Member” means any person who has been determined to be eligible to receive benefits from, and is enrolled in CalOptima’s Medi-Cal Program.

- 1.35. “Memorandum/Memoranda of Understanding” or “MOU” means an agreement(s) between CalOptima and an external agency(ies), which delineates responsibilities for coordinating care to CalOptima Members.
- 1.36. “Minimum Provider Standards” means the minimum participation criteria established by CalOptima for specified Providers that must be satisfied in order for a Provider to submit claims and/or receive reimbursement from the CalOptima program for items and/or services furnished to CalOptima members as identified in CalOptima Policies.
- 1.37. “Non-Covered Services” means those items and services that are not covered benefits under a particular CalOptima Program in accordance with the Evidence of Coverage or Member handbook and applicable State and Federal laws and regulations.
- 1.38. “Non-Participating Provider” means an institutional, professional or other Provider of health care services who has not entered into a written agreement with CalOptima, either directly or through another organization, to provide Covered Services to Members.
- 1.39. “Participating Provider” means an institutional, professional or other Provider of health care services who has entered into a written agreement with CalOptima to provide Covered Services to Members.
- 1.40. “Participation Status” means whether or not a person or entity is or has been suspended or excluded from participation in Federal and/or State health care programs and/or has a felony conviction (if applicable).
- 1.41. “Pediatric Preventive Services” means well child services, which incorporate CHDP and the AAP Guidelines for Health Supervision.
- 1.42. “Physician” means a person with an unrestricted license to practice medicine or osteopathy in the state in which they practice, or a group practice, independent practice association or other formal business arrangement comprised of persons with such licensure.
- 1.43. “Prior Authorization” means the process by which CalOptima approves, usually in advance of the rendering, requested medical and other services pursuant to the utilization management program for the CalOptima Programs.
- 1.44. “Provider” means a Physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, health maintenance organization or other person or institution that furnishes health care items or services.
- 1.45. “Provider Manual” means that document, as amended from time to time that is prepared by CalOptima and describes CalOptima's Policies as they affect Providers.
- 1.46. “QMI Program” means CalOptima Quality Management and Improvement Program.
- 1.47. “Referral” means the process by which a County Associate directs a Member to seek and obtain Covered Services from a health professional or for care at a facility.

- 1.48. “Sensitive Services” means those services related to Family Planning, sexually transmitted disease (“STD”), and HIV testing.
- 1.49. “Stabilize” or “Stabilized” means with respect to an Emergency Medical Condition, to provide such medical treatment of the condition, to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from, or occur during, the transfer of the individual from a facility, or in the case of a pregnant woman, the woman has delivered the child and the placenta.
- 1.50. “Subcontract” means a contract entered into by County with a party that agrees to furnish items and/or services to CalOptima Members, or administrative functions or services related to County fulfilling its obligation to CalOptima under the terms of this Contract if, and to the extent, permitted under this Contract.
- 1.51. “Subcontractor” means a Provider or any organization or person who has entered into Subcontract with County for the purposes of providing or facilitating the provision of items and/or services under this Contract.
- 1.52. “Threshold Languages” means those languages as determined by CalOptima from time to time based upon State requirements per Medi-Cal Managed Care Division (“MMCD”) Policy Letter 99-03, or any update or revision thereof.
- 1.53. “UM Program” means CalOptima’s Utilization Management Program.

**ARTICLE 2
COORDINATION OF ENHANCED SERVICES**

- 2.1. Coordination of Enhanced Services. Coordination of enhanced services set forth in this Agreement shall include coordination, collaboration, and communication between CalOptima and County regarding the provision of LHA Services at the Be Well OC Wellness Hub as identified in and in accordance with Attachment A, which Attachment is incorporated herein by this reference.

**ARTICLE 3
FUNCTIONS AND DUTIES OF COUNTY**

- 3.1. Provision of LHA Services at the Be Well OC Wellness Hub.
 - 3.1.1 County shall furnish LHA Services at Be Well OC Wellness Hub identified in Attachment A to eligible Members in accordance with the terms of this Contract and CalOptima Policies.
 - 3.1.2 County agrees that, to the extent feasible, LHA Services at Be Well OC Wellness Hub will be made available and accessible to Members promptly and in a manner that ensures continuity of care.

- 3.1.3 Throughout the term of this Contract, and subject to the conditions of this Contract, County shall maintain the quantity and quality of enhanced services and necessary personnel in accordance with the requirements of this Contract, to meet County's obligation to provide LHA Services at Be Well OC Wellness Hub.
- 3.1.4 County shall furnish LHA Services at Be Well OC Wellness Hub to Members under this Contract in the same manner as those services are provided to other patients. County may not impose any limitations on the acceptance of Members for care or treatment that are not imposed on other patients.
- 3.1.5 The actual provision of any Physician Service is subject to the professional judgment of the Physician as to the Medical Necessity of the service, except that County shall provide assessment and evaluation Services ordered by a court or legal mandate.
- 3.1.6 Decisions concerning whether to provide or authorize LHA Services at Be Well OC Wellness Hub shall be based solely on Medical Necessity. Disputes between the County and Members about Medical Necessity can be appealed pursuant to CalOptima Policies.
- 3.2. County Associates. Upon request, County shall provide CalOptima with a list of County Associates, together with any information requested by CalOptima for credentialing and/or the administration of its QMI Program. County shall, as warranted, immediately restrict or suspend County Providers from providing LHA Services at Be Well OC Wellness Hub to Members when: (i) the County Associate ceases to meet Minimum Provider Standards and/or other licensing/certification requirements or other professional standards described in this Contract; or (ii) CalOptima reasonably determines that there are serious deficiencies in the professional competence, conduct or quality of care of the applicable County Associate that does or could adversely affect the health or safety of Members. County shall immediately notify CalOptima of any of its County Associate(s) who cease to meet Minimum Provider Standards or licensing/certification requirements and County's action.
- 3.3. UM Program. County shall comply with CalOptima's UM Program including:
- 3.3.1 County acknowledges and agrees that CalOptima has implemented and maintains a UM Program that addresses evaluations of Medical Necessity and processes to review and approve the provision of items and services, including LHA Services at Be Well OC Wellness Hub to Members. County shall comply with the requirements of the UM Program including, without limitation, those criteria applicable to the LHA Services at Be Well OC Wellness Hub as described in this Contract.
- 3.3.2 County shall comply with all Prior Authorization, concurrent and retrospective review and authorization requirements as set forth in CalOptima Policies. Prior authorization is not required for initial referrals to Physicians practicing a medical specialty as defined by the American Board of Medical Specialties, Emergency

Services, and Family Planning Services or for access to Sensitive Services and basic prenatal care.

- 3.3.3 County Associates may not admit a Member to a hospital on a non-emergency basis without first receiving prior authorization from CalOptima's UM Department.
- 3.3.4 County Associates shall permit CalOptima's UM Department staff and other qualified representatives of CalOptima to conduct on site reviews of the medical records of Members. CalOptima staff shall notify County prior to conducting such on site reviews and shall wear appropriate identification.
- 3.4. Transfer of Care. Upon request by a CalOptima Member, County shall assist the CalOptima Member in the orderly transfer of the Member's medical care. In doing so, County shall make available to the new Provider of care for the Member, copies of the Medical Records, patient files, and other pertinent information, including information maintained by any County Associate, necessary for efficient medical case management of the Member. In no circumstance shall a CalOptima Member be billed for this service.
- 3.5. Eligibility. County shall verify a Member's eligibility for the applicable CalOptima Program benefits upon receiving a request for Covered Services. For Members in the Medi-Cal Program with share of cost (SOC) obligations, CalOptima may not provide reimbursement for services provided to such a Member on a date prior to that Member meeting the SOC obligation.
- 3.6. Licensure/Certification of County Associates. Each of County's Associates furnishing enhanced services under this Contract shall maintain in good standing at all times during this Contract, the licenses or certifications required by State, Federal law, and/or any Accreditation Organization to provide or arrange for the provision of LHA Services at Be Well OC Wellness Hub to Members.
- 3.7. Good Standing. County represents it is in good standing with State licensing boards (applicable to its business), DHCS, CMS and the DHHS Officer of Inspector General ("OIG"). County agrees to furnish CalOptima, notices from these agencies of the issuance of criminal, civil and/or administrative sanctions related to licensure, fraud and or abuse and/or participation status.
- 3.8. Notices and Citations. County shall notify CalOptima in writing of any report or other writing of any State, Federal agency and/or any Accreditation Organization that regulates County that contains a citation, sanction and/or disapproval of County's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- 3.9. Professional Standards. All LHA Services at Be Well OC Wellness Hub provided or arranged for under this Contract shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Contract; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of CalOptima's

UM and QMI Programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Contract.

- 3.10. Service Area. County shall serve Members in all areas of Orange County, California.
- 3.11. Marketing Requirements. County shall comply with CalOptima's marketing guidelines relevant to the pertinent CalOptima Program(s) and applicable laws and regulations.
- 3.12. Clinical Laboratory Improvement Amendments. County shall only use laboratories with a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver shall provide only the types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- 3.13. CalOptima QMI Program. County acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings including services furnished by County Associates. County agrees that it is subject to the requirements of CalOptima's QMI Program and that it shall participate in QMI Program activities as required by CalOptima. Such activities may include, but are not limited to, the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima's regulators) that support CalOptima's efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. County shall participate in CalOptima's QMI Program development and implementation for the purpose of collecting and studying data reflecting clinical status and quality of life outcomes for CalOptima Members. County shall cooperate with CalOptima and Government Agencies in any complaint, appeal or other review of LHA Services at Be Well OC Wellness Hub (*e.g.*, medical necessity) and shall accept as final all decisions regarding disputes over LHA Services at Be Well OC Wellness Hub by CalOptima or such Government Agencies, as applicable, and as required under the applicable CalOptima Program.
- 3.14. CalOptima Quality Improvement Program. For LHA Services at Be Well OC Wellness Hub provided by County under this Contract, County shall participate in CalOptima's Quality Improvement Program including, but not limited to, allowing CalOptima staff and/or representatives access to Medical Records and Member complaints and grievances. County further agrees to participate in all quality improvement studies including, but not limited to, Healthcare Effectiveness Data and Information Set ("HEDIS") data collection.
- 3.15. CalOptima Oversight. County understands and agrees that CalOptima is responsible for the monitoring and oversight of all duties of County under this Contract, and that CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing County's duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee County's performance of duties described in this Contract; (iii) require County to take corrective action if CalOptima or a Government Agency determines that

corrective action is needed with regard to any duty under this Contract; and/or (iv) revoke the delegation of any duty, if County fails to meet CalOptima standards in the performance of that duty. County shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with the laws, accreditation agency standards, and/or CalOptima Policies governing the duties of County or the oversight of those duties.

- 3.16. Cultural and Linguistic Services. County shall comply with all the following requirements related to the provision of linguistic and culturally sensitive services in accordance with this Contract and CalOptima Policies.

County shall have a Cultural and Linguistic Services Program that monitors, evaluates, and takes effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. County shall provide cultural competency, sensitivity, or diversity training for County Associates at key points of contact, including, but not limited to, reception, appointment setting, and other positions or locations having direct contact with Members that are essential for access to LHA Services at Be Well OC Wellness Hub under this Contract. County shall provide orientation and training on cultural competency to County Associates serving Members. The training objectives shall include teaching participants an enhanced awareness of cultural competency imperatives and issues related to improving access and quality of care for Members, as well as information on access to interpreters, and how to work with interpreters. County shall also, as appropriate, refer Members to culturally-appropriate community services programs.

Pursuant to CalOptima Policies, County shall provide translation of written materials in the Threshold Languages and Concentration Languages, as identified by CalOptima. Written materials to be translated include, but are not limited to, signage, the Member Services Guide, Member information, Explanation of Coverage, Member forms, notices and welcome packages, as well as form letters, including notice of action letters and grievance acknowledgement and resolution letters, as applicable to services provided under this Contract. County shall ensure that all written Member information is provided to Members at not greater than sixth grade reading level or as determined appropriate through the CalOptima's group needs assessment, approved by DHCS, and communicated in writing to County. The written Member information shall ensure Members' understanding of the health plan Covered Services and processes, and ensure the Member's ability to make informed health decisions. If a Member requests materials in a language not meeting the numeric thresholds, County shall provide oral translation of the written materials utilizing bilingual staff or a telephonic interpreter service. County shall also make materials available to Members in alternate formats (e.g. Braille, audio, large print) upon request of the Member. County shall be responsible for ensuring the quality of translated materials.

- 3.17. Provision of Interpreters. County shall provide, at no cost to Members, linguistic interpreter services and interpreter services for the deaf or hard of hearing for all Members at all key points of contact, including, without limitation, telephone, advice and urgent care transactions, and outpatient encounters, and all sites utilized by County,

Agents, as well as Member services, orientations, appointment setting and similar administrative functions, as necessary, to ensure the availability of effective communication regarding treatment, diagnosis, medical history or health education. County shall have in place telephonic and face-to-face interpreter services and American Sign Language interpreter services personnel and/or contracts. County shall provide twenty-four (24) hour access to interpreter services for all Members, and shall implement policies and procedures to ensure compliance by subcontracted providers with these standards. Such access shall include access for users of Telecommunication Devices for the Deaf (“TDD”) or Telecommunications Relay Services (“711 system”). Upon a Member or Participating Provider request for interpreter services in a specific situation where care is needed, County shall make all reasonable efforts to provide a face-to-face interpreter in time to assist adequately with all necessary LHA Services at Be Well OC Wellness Hub, including Urgent Care Services and Emergency Services, as applicable. If face-to-face interpretation is not feasible, County must ensure provision of telephonic interpreter services or interpretation through bilingual staff members. County shall routinely document the language needs of Members, and the request or refusal of interpreter services, in a Member’s medical record. This documentation shall be available to CalOptima at CalOptima’s request. County shall not require or suggest that a Member use friends or family as interpreters. However, a family member or friend may be used when the use of the family member or friend: (i) is requested by the Member; (ii) will not compromise the effectiveness of service; (iii) will not violate Member’s confidentiality; and (iv) the Member is advised that an interpreter is available at no cost to the Member. When providing interpreter services, County shall ensure the linguistic capabilities and proficiency of individuals providing interpreter services.

- 3.18. County’s Compliance Program. County shall maintain a compliance program and its board members and County Associates furnishing services, whether medical, administration, or both, under this Contract shall comply with the requirements of the County code of conduct and the compliance program. As part of its compliance program, County shall undertake to proactively discover, prevent and remedy fraud, waste and abuse, as those terms are defined under applicable federal and state law, and ensure that persons making good-faith reports related to fraud, waste and abuse are protected from any manner of retaliatory conduct by County, its board members or County Associates.
- 3.19. Equal Opportunity. County Associates will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. County Associates will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. County Associates agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity

clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state County Associates' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

County Associates will, in all solicitations or advancements for employees placed by or on behalf of County Associates, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

County Associates will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of County Associates' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

County Associates will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

County Associates will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of County Associates' noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Contract may be cancelled, terminated, or suspended in whole or in part, and County Associates may be declared ineligible for further Federal and State contracts, in accordance with procedures authorized in Federal Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in

Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

County and its Subcontractors will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. County and its Subcontractors will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event County and its Subcontractors become involved in, or are threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, County and its Subcontractors may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 3.20. Compliance with Applicable Laws. County shall observe and comply with all Federal and State laws and regulations, and requirements established in Federal and/or State programs in effect when the Contract is signed or which may come into effect during the term of the Contract, which in any manner affects the County’s performance under this Contract. County understands and agrees that payments made by CalOptima are, in whole or in part, derived from Federal funds, and therefore County and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving Federal funds. County agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act, and to require any Subcontractor to comply accordingly. County agrees to include the requirements of this section in its Subcontracts. In making payments to Subcontractors and Non-Participating Providers, County shall comply with all applicable Federal and State laws and Government Guidance related to claims payment.
- 3.21. No Discrimination/Harassment (Employees). During the performance of this Contract, County Associates shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, physical disability HIV, and Acquired Immune Deficiency Syndrome (AIDS), mental disability, medical condition, marital status, age (over 40), gender, sexual orientation, or the use of family and medical care leave and pregnancy disability leave. County Associates shall ensure that the evaluation and treatment of their

employees and applicants for employment are free of such discrimination and harassment. County Associates shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. County Associates shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 3.22 No Discrimination (Member). County Associates shall not discriminate against Members because of race, color, national origin, creed, religion language, ancestry, marital status, age, sex, sexual orientation, gender identity, health status, or physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.

For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute prohibited discriminations: (i) denying any Member any LHA Services at Be Well OC Wellness Hub or availability of a Provider, (ii) providing to a Member any LHA Services at Be Well OC Wellness Hub which is different or is provided in a different name or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated, (iii) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any LHA Services at Be Well OC Wellness Hub, (iv) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any LHA Services at Be Well OC Wellness Hub, (v) treating a Member differently than others similarly situated in determining compliance with admission, enrollment, quota, eligibility, or other requirements or conditions that individuals must meet in order to be provided any LHA Services at Be Well OC Wellness Hub, or in assigning the times or places for the provision of such services.

County Associates agree to render LHA Services at Be Well OC Wellness Hub to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-CalOptima patients. County Associates shall

take affirmative action to ensure that all Members are provided LHA Services at Be Well OC Wellness Hub without discrimination, except where medically necessary. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but not be limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia.

County shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Policies. County shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts.

- 3.23. Reporting Obligations. County shall, upon reasonable request, submit such reports and data required by CalOptima for the CalOptima Programs covered by this Contract.
- 3.24. Subcontract Requirements. If permitted by the terms of this Contract, County may subcontract for certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of County under this Contract. County must ensure that all Subcontracts are in writing and include any and all provisions required by this Contract or applicable Government Programs to be incorporated into Subcontracts. County shall make all Subcontracts available to CalOptima or its regulators upon request. County is required to inform CalOptima of the name and business addresses of all Subcontractors. Additionally, County shall require that all Subcontracts relating to the provision of LHA Services at Be Well OC Wellness Hub include, without limitation, the following provisions:
- 3.24.1 An agreement to make all books and records relative to the provision of and reimbursement for LHA Services at Be Well OC Wellness Hub furnished by Subcontractor to County available at all reasonable times for inspection, examination or copying by CalOptima or duly authorized representatives of the Government Agencies in accordance with Government Contract requirements.
- 3.24.2 An agreement to maintain such books and records in accordance with the general standards applicable to such books and records and any record requirements in this Contract and CalOptima Policies.
- 3.24.3 An agreement for the establishment and maintenance of and access to records as set forth in this Contract.
- 3.24.4 An agreement requiring Subcontractors to provide LHA Services at Be Well OC Wellness Hub to CalOptima Members in the same manner as those services are provided to other patients.
- 3.24.5 An agreement to comply with all provisions of this Contract and applicable law with respect to providing and paying for Emergency Services.

- 3.24.6 An agreement that Subcontractors shall notify County of any investigations into Subcontractors' professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
- 3.24.7 An agreement to comply with CalOptima's Compliance Program.
- 3.24.8 An agreement to comply with Member financial and hold harmless protections as set forth in this Contract.
- 3.24.9 An agreement to assist County in the transfer of care in the event of Subcontractor termination for any reason.
- 3.25. Fraud and Abuse Reporting. To the extent required by and in compliance with CMS or other applicable federal and state laws, County shall report to CalOptima all cases of suspected fraud and/or abuse related to rendering services provided under this Contract to CalOptima Members.
- 3.26. Participation Status. County shall have policies and procedures to verify the Participation Status of County's Associates. In addition, County attests and agrees as follows:
 - 3.26.1 County Associates shall meet CalOptima's Participation Status requirements during the term of this Contract.
 - 3.26.2 County shall immediately disclose to CalOptima any pending investigation involving, or any determination of, suspension, exclusion or debarment by County or County's Associates occurring and/or discovered during the term of this Contract.
 - 3.26.3 County shall take immediate action to remove any County Associate that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members.
- 3.27. Credentialing Warranties and Requirements. County acknowledges that its participation in this Contract is expressly conditioned upon County's subcontracted Providers' compliance with CalOptima's credentialing requirements and standards, including but not limited to the following:
 - 3.27.1 Submission of Credentialing Application. On or before the Effective Date, County's subcontracted Providers shall have submitted credentialing applications to CalOptima, in form and substance satisfactory to CalOptima.
 - 3.27.2 Credentialing Warranties and Representations. County warrants and represents that, as of the Effective Date and continuing through the term of this Contract, County's subcontracted Providers shall meet the credentialing standards listed below:

- (a) County's subcontracted Providers continue to meet all of CalOptima's Minimum Standards applicable to physicians, including CalOptima's Board Certification policy; and
- (b) Except as otherwise waived by CalOptima for practices which do not have or do not need access to Hospitals, County's subcontracted Providers have clinical privileges in good standing and without restriction at a hospital designated by each of County's subcontracted Providers as the primary admitting facility.
- (c) During the entire term of this Contract, County's subcontracted Providers shall maintain their professional competence and skills commensurate with the medical standards of the community, and as required by law and this Contract, shall attend and participate in approved continuing education courses.

3.27.3 Credentialing Process. County's subcontracted Providers shall be credentialed and recertified through CalOptima's credentialing process. Notwithstanding County's subcontracted Providers' representations in any pre-application questionnaire, in this Contract and/or in connection with any Health Network credentialing application, CalOptima reserves the right to verify any and all Minimum Standards and any other credentialing standards CalOptima, in its sole judgment, deems necessary and appropriate to County's subcontracted Providers' eligibility to participate in CalOptima's Programs. County's subcontracted Providers' participation in CalOptima's Programs is subject to CalOptima's approval of County's subcontracted Providers' credentialing application. The procedure and criteria for review of County's subcontracted Providers' credentials and initial and continued eligibility shall be established by CalOptima, and may be amended from time to time. This Contract may be terminated by CalOptima at any time a significant portion of County's subcontracted Providers fail to meet the standards for continued eligibility to participate in CalOptima's Programs.

3.28. Confidentiality Of Sensitive Services Information. If a County Associate supplies Sensitive Services, including Family Planning Services, County shall comply with State confidentiality laws, regulations and other requirements relating to Members' Family Planning information and records and County's Associate acknowledges that he or she is solely responsible for developing and implementing policies and procedures to ensure compliance with such confidentiality requirements. Family Planning information and records shall not be released to any third party without the consent of the Member or as otherwise permitted by federal and state laws and regulations. Notwithstanding the foregoing, County Associates shall provide Family Planning information to CalOptima, or authorized representatives of the State or Federal government to maintain consistency of the Member's Medical Record.

3.29. Approved Drug List Compliance. County shall comply with the CalOptima Approved Drug List and its associated drug utilization or disease management guidelines and protocols. Medications not included on the Approved Drug List shall require prior authorization by CalOptima. The prescribing Physician must obtain authorization in

accordance with CalOptima's Policies. The prescribing Physician shall provide CalOptima with all information necessary to process Prior Authorization requests.

- 3.29.1 County shall prescribe generically available drugs instead of the parent brand product whenever therapeutically equivalent generic drugs exist.
- 3.29.2 County shall participate in any CalOptima pharmacy cost containment programs as developed.
- 3.29.3 County shall provide all information requested by CalOptima, including but not limited to Medical Necessity documentation, which pertains to a Member's condition and drug therapy regimen, untoward effects or allergic reactions.
- 3.30. Physical Access for Members. County's Associate's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled, which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.
- 3.31. Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program ("WIC") coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000) for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Contract, County certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994. County further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.
- 3.32. Medi-Cal Policies. LHA Services at Be Well OC Wellness Hub provided under this Contract shall comply with all applicable Medi-Cal Managed Care Division (MMCD) Policy Letters.
- 3.33. Confidentiality of Medi-Cal Members. County Associates shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to County Associates as a result of

services performed under this Contract, except for statistical information not identifying any such person. County Associates shall not use such identifying information for any purpose other than carrying out County's obligations under this Contract. County Associates shall promptly transmit to the CalOptima all requests for disclosure of such identifying information not emanating from the Member. County shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the Contract and pertaining to Members shall be protected by County from unauthorized disclosure. County may release Medical Records in accordance with applicable law pertaining to the release of this type of information. County is not required to report requests for Medical Records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Contract that is obtained by County Associates, County:

- 3.33.1 will not use any such information for any purpose other than carrying out the express terms of this Contract,
 - 3.33.2 will not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted there under, and
 - 3.33.3 will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the County by CalOptima for this purpose.
- 3.34. Member Communications. County Associates shall not be prohibited from advising or advocating on behalf of a Member who is his or her patient. In addition, County Associates acting within the lawful scope of practice, are encouraged to freely communicate, and shall encourage its health care professionals to freely communicate the following to patients, regardless of benefit coverage:
- 3.34.1 The Member's health status, medical care, or treatment options, including any alternative treatment that may be self administered.
 - 3.34.2 Any information the Member needs in order to decide among all relevant treatment options.
 - 3.34.3 The risks, benefits, and consequences of treatment or non treatment.

3.34.4 The Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

ARTICLE 4 FUNCTIONS AND DUTIES OF CALOPTIMA

- 4.1. Payment. County shall provide LHA Services at Be Well OC Wellness Hub to Members, and shall debit the Advance Funding Amount in accordance with Attachment B and as set forth below. County agrees to accept the compensation set forth in Attachment B and as set forth below as payment in full for the LHA Services at Be Well OC Wellness Hub.
- 4.2. Service Authorization. CalOptima shall provide a written authorization process for County Services pursuant to CalOptima Policies.
- 4.3. CalOptima Guidance. CalOptima shall make available to County, all applicable Provider Manuals, financial bulletins and CalOptima Policies applicable to LHA Services at Be Well OC Wellness Hub under this Contract.
- 4.4. Limitations of CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's or a Health Network's obligation to pay County any amounts shall be subject to CalOptima's receipt of the funding from the Federal and/or State governments.
- 4.5. Identification Cards. CalOptima shall provide Members with identification cards identifying Members as being enrolled in a CalOptima program.
- 4.6. Care Management Services. CalOptima shall offer its assistance for Care Management Services for Members through its Care Management Department.
- 4.7. Approved Drug List. CalOptima shall publish and maintain an Approved Drug List pursuant to CalOptima Policies.
- 4.8. Review Of Prescriptions Not On Approved Drug List. CalOptima shall review prescriptions for medications not listed on the Approved Drug List in a timely manner.
- 4.9. Member Materials. CalOptima shall furnish County written materials to provide to Members, as appropriate.
- 4.10 Be Well OC Wellness Hub. CalOptima will provide to County up to eleven million four hundred thousand dollars (\$11,400,000) of advanced funding or an amount that is the equivalent of one-third of the total costs of the development of the Be Well OC Wellness Hub, whichever is less ("Advance Funding Amount"), from CalOptima's IGT 5 funds to reimburse the County for coordination and provision of LHA Services at Be Well OC Wellness Hub to CalOptima Medi-Cal Members in accordance with Attachment B and the following conditions:

4.10.1 Subject to the requirements specified in Section 4.10.2, the Advance Funding Amount will be provided to the County within 30 days of CalOptima's receipt of the written attestation. The County may choose to use the Advance Funding Amount for the development and construction, and/or other start-up, costs of the Be Well OC Wellness Hub, subject to the County's obligation to coordinate and provide LHA Services at Be Well OC Wellness Hub to CalOptima Medi-Cal Members equivalent in value to the Advance Funding Amount commencing immediately once the Be Well OC Wellness Hub is operational. County will indemnify, defend, and hold harmless CalOptima against any third party claim and/or liability that arise out of a regulatory audit or disallowance of the Advanced Funding Amount. County shall refund the Advance Funding Amount to CalOptima, if the Be Well OC Wellness Hub is not constructed, does not ultimately deliver LHA Services at Be Well OC Wellness Hub to CalOptima Medi-Cal Members, or the County's use of the funds is challenged and recovered by any regulatory agency.

4.10.2 The Advance Funding Amount is subject to the following requirements.

4.10.2.1 Payment of the Advance Funding Amount is contingent upon receiving of written attestation County that Mind OC has obtained the balance of funds required to complete construction of the Be Well OC Wellness Hub. The Advance Funding Amount will be no greater than 11.4 million dollars or one-third of the costs of development of the Be Well OC Wellness Hub, whichever is less.

4.10.2.2 The development of the Be Well OC Wellness Hub will begin by July 1, 2020 and provision of LHA Services at Be Well OC Wellness Hub to CalOptima Medi-Cal Members will begin no later than July 1, 2021 based on Be Well's proposed construction schedule, plus one additional year for any potential delay.

4.10.2.3 The LHA Services at Be Well OC Wellness Hub Services provided to CalOptima Members and debited against the Advance Funding Amount, include only those services that are covered by Attachment A to this Contract at the rate set forth in Attachment B. Without limiting the foregoing, those services that are carved out of the DHCS Contract are the financial responsibility of the County. In addition, such other services that are reimbursable by CalOptima (or its Health Networks) to County under the separate Coordination and Provision of Public Health Care Services Contract between County and CalOptima are not to be charged against the Advance Funding Amount.

4.10.2.4 The Be Well OC Wellness Hub must accept all CalOptima Medi-Cal Members whose condition is appropriate for the facility, and services shall be provided in accordance with this Contract at no cost to CalOptima

members until the expiration of the Contract as provided in Section 8.1 Term.

4.10.2.5 CalOptima shall have no obligation to pay for LHA Services at the Be Well OC Wellness Hub other than the Advanced Payment Amount.

ARTICLE 5 PAYMENT PROCEDURES

- 5.1. Debiting Advance Funding Amount. County shall debit from the Advance Funding Amount, as indicated in Attachment B, for LHA Services at Be Well OC Wellness Hub to CalOptima Medi-Cal Members.
- 5.2. Member Financial Protections. County shall comply with Member financial protections as follows:
 - 5.2.1 County agrees to indemnify and hold harmless CalOptima Medi-Cal Members from all efforts to seek compensation and any claims for compensation from Members for LHA Services at Be Well OC Wellness Hub under this Contract. In no event shall a Member be liable to County for any amounts, which are owed by, or are the obligation of, CalOptima.
 - 5.2.2 In no event, including, but not limited to, non-payment by CalOptima, CalOptima's or County's insolvency, or breach of this Contract by CalOptima, shall County Associates, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for LHA Services at Be Well OC Wellness Hub pursuant to this Contract. Notwithstanding the foregoing, County Associates may collect Share of Cost (SOC), co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.
 - 5.2.3 This provision does not prohibit County Associates from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member's medical record prior to rendering such services.
 - 5.2.4 Upon receiving notice of County Associate's invoicing or balance billing a Member for the difference between the County's billed charges and the reimbursement paid by CalOptima for any LHA Services at Be Well OC Wellness Hub, CalOptima may sanction the County or take other action as provided in this Contract.
 - 5.2.5 This section shall survive the termination of this Contract for LHA Services at Be Well OC Wellness Hub furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause giving rise to termination, and shall be

construed to be for the benefit of Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between the County and its Subcontractors. Language to ensure the foregoing shall be included in all of County's Subcontracts related to provision of LHA Services at Be Well OC Wellness Hub to CalOptima Members.

5.3. Overpayments and CalOptima Right to Recover. County has an obligation to report any overpayment identified by County, and to repay such overpayment to CalOptima within sixty (60) days of such identification by County, or of receipt of notice of an overpayment identified by CalOptima. County acknowledges and agrees that in the event that CalOptima determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to County, CalOptima shall have the right to recover such amounts from County by recoupment or offset from current or future amounts due from CalOptima to County, after giving County notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from County to CalOptima, including, but not limited to, amounts due because of:

- 5.9.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this Contract.
- 5.9.2 Payments made for LHA Services at Be Well OC Wellness Hub provided to a Member that is subsequently determined to have not been eligible on the date of service.
- 5.9.3 Unpaid Conlon reimbursements owed by Provider to a Member.
- 5.9.4 Payments made for LHA Services at Be Well OC Wellness Hub provided by a Provider that has entered into a private contract with a Medicare beneficiary for LHA Services at Be Well OC Wellness Hub.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

- 6.1. Indemnification. In addition to the obligations set forth in Section 4.10.1, County agrees to defend, indemnify and hold CalOptima and the State harmless, with respect to any and all claims, costs, damages and expenses, including reasonable attorney's fees, which are related to or arise out of (i) the negligent or willful performance or non-performance by County in performing its duties under this Contract, and/or (ii) of any functions, duties or obligations of County under this Contract. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release County from its obligation to indemnify, defend and hold harmless as to any claims or cause of action asserted, so long as the event(s) upon which such claims or cause of action asserted, so long as the event(s) upon which such claims or causes of action are predicated shall have occurred after the Effective Date and prior to the termination date of this Contract.
- 6.2. County Professional Liability. County, at its sole cost and expense, shall ensure that County Associates providing professional services under this Contract shall maintain professional liability insurance coverage with minimum per incident and annual

aggregate amounts, which are at least equal to the community minimum amounts in Orange County, California, for the specialty or type of service which County provides. For Physician insurance, minimums shall be no less than \$1,000,000 per incident/\$3,000,000 aggregate per year.

- 6.3. County Comprehensive General Liability (“CGL”)/Automobile Liability. County at its sole cost and expense shall maintain such policies of comprehensive general liability and other insurance as shall be necessary to insure it and its business addresses, employees, agents, and representatives, including automobile liability insurance if motor vehicles are owned, leased or operated in furtherance of providing services under this Contract, against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the furnishing of any LHA Services at Be Well OC Wellness Hub pursuant to this Agreement, b) the use of any property of the County, and c) activities performed in connection with the Contract, with minimum coverage of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 6.4. Workers Compensation Insurance. County at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and employers liability insurance with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 aggregate per year.
- 6.5. Insurer Ratings. All above insurance shall be provided by an insurer:
- (a) rated by Best’s with a rating of B or better; and
 - (b) “admitted” to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code 12180.7.
- 6.6. Captive Risk Retention Group/Self Insured. Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima.
- 6.7. Cancellation or Material Change. The County shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Contract.
- 6.8. Certificates of Insurance. Prior to execution of this Contract, County shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance under this Agreement.

ARTICLE 7 RECORDS, AUDITS AND REPORTS

- 7.1 Access to and Audit of Contract Records. For the purpose of review of LHA Services at Be Well OC Wellness Hub furnished to CalOptima Medi-Cal Members under this Contract and duplication of any books and records, County Associates shall allow CalOptima, its regulators and/or their duly authorized agents and representatives access to said books and records, including medical records, contracts, documents, electronic systems for the purpose of direct physical examination of the records by CalOptima or its regulators and/or their duly authorized agents and representatives in possession of County or County's Associates. County Associates shall be given advance notice of such request in accordance with CalOptima Policies. Such access shall include the right to directly observe all aspects of County Associate's operations and to inspect, audit and reproduce all records and materials and to verify Claims and reports required according to the provisions of this Contract. County Associates shall maintain records in chronological sequence and in an immediately retrievable form in accordance with the laws and regulations applicable to such record keeping. County Associates shall also comply with any other audit and access requirements set forth in this Contract, as applicable. If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit County Associates at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate County Associates from participation in the Medi-Cal program; seek recovery of payments made to County Associates; impose other sanctions provided under the State Plan, and County Associate's contract may be terminated due to fraud.
- 7.2. Access to Books and Records. County Associates agree to make all of its books and records pertaining to LHA Services at Be Well OC Wellness Hub furnished under this Contract, available for inspection, examination and copying by the Government Agencies, Department of Justice ("DOJ"), Bureau of Medi-Cal Fraud, Comptroller General and any other entity statutorily entitled to have oversight responsibilities of the COHS program at all reasonable times at the County Associate's place of business or such other mutually agreeable location in California, in a form maintained in accordance with general standards applicable to such book or record keeping, for a term of at least ten (10) years from the final date of the DHCS Contract or from the date of completion of any audit, whichever is later, and including, if applicable, all Medi-Cal 35 file paid claims data for a period of at least ten (10) years from the date of expiration or termination of Subcontracts. County shall provide access to all security areas and shall provide and require Subcontractors to provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties.

County Associates shall cooperate in the audit process by signing any consent forms or documents required by but not limited to; DHCS, DMHC, DOJ, Attorney General, Federal Bureau of Investigation and Bureau of Medi-Cal Fraud and/or CalOptima to release any records or documentation Providers may process in order to verify County's records.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

- 7.3. Medical Records. All Medical Records shall meet the requirements of Section 1300.80(b)(4) of Title 28 of the California Code of Regulations, and Section 1936a(w) of Title 42 of the United States Code. Such records shall be available to health care providers at each encounter, in accordance with Section 1300.67.1(c) of Title 28 of the California Code of Regulations. County shall ensure that an individual is delegated the responsibility of securing and maintaining Medical Records at each County Associate's site.
- 7.4. Form of Records. County Associates' books and Records shall be maintained in accordance with the general standards applicable to such book or record-keeping.
- 7.5. Records Retention. County Associates shall maintain and retain all Records of all items and services provided Members for ten (10) years from final date of the DHCS Contract or from the date of completion of any audit, whichever is later, unless a longer period is required by law. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. County Associates' books and records shall be maintained within, or be otherwise accessible within the State of California and pursuant to Section 1381(b) of the Health and Safety Code. Such Records shall be maintained and retained on County's State licensed premises for such period as may be required by applicable laws and regulations related to the particular records. Such records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima, and/or representatives of any regulatory or law enforcement agencies, immediate and direct access and inspection of all such records at the time of any onsite audit or review.

Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of CalOptima, provided that the microfilming procedures are approved by CalOptima as reliable and are supported by an effective retrieval system. If CalOptima is concerned about the availability of such records in connection with the continuity of care to a Member, County shall, upon request, transfer copies of such records to CalOptima's possession.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

- 7.6. Audit, Review and/or Duplication. Audit, review and/or duplication of data or records shall occur within regular business hours, and shall be subject to Federal and State laws concerning confidentiality and ownership of records. County shall pay all duplication and mailing costs associated with such audits.
- 7.7. Confidentiality of Member Information. County agrees to comply with applicable Federal and State laws and regulations governing the confidentiality of Member medical and other information. County further agrees:

- 7.7.1 Health Insurance Portability and Accountability Act (HIPAA). County shall comply with HIPAA statutory and regulatory requirements (“HIPAA requirements”), whether existing now or in the future within a reasonable time prior to the effective date of such requirements. County shall comply with HIPAA requirements as currently established in CalOptima Policies. County shall also take actions and develop capabilities as required to support CalOptima compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standards formats.
- 7.7.2 Members Receiving State Assistance. Notwithstanding any other provision of this Contract, names and identification numbers of Members receiving public assistance are confidential and are to be protected from unauthorized disclosure in accordance with applicable State and Federal laws and regulations. For the purpose of this Contract, County shall protect from unauthorized disclosure all information, records, data and data elements collected and maintained for the operation of the Contract and pertaining to Members.
- 7.7.3 Declaration of Confidentiality. If County has access to computer files or any data confidential by statute, including identification of eligible Members, County agrees to sign a declaration of confidentiality in accordance with the applicable Government Contract and in a form acceptable to CalOptima and DHCS, DMHC MRMIB and/or CMS, as applicable.
- 7.8. Member Request For Medical Records. County shall furnish a copy of a Member’s Medical Records to another treating or consulting Provider at no cost to the Member when such a transfer of Records;
 - 7.8.1 Facilitates the continuity of that Member’s care or;
 - 7.8.2 A Member is transferring from one Provider to another for treatment; or
 - 7.8.3 A Member seeks to obtain a second opinion on the diagnosis or treatment of a medical condition; or
 - 7.8.4 A Member's Records are needed to access Medi-Cal covered services not included in this Contract, including but not limited to mental health programs such as those provided by the Department of Developmental Services (“DDS”), CCS, and the Local Education Agency (“LEA”).

**ARTICLE 8
TERM AND TERMINATION**

- 8.1. Term. The term of this Contract shall become effective on the Effective Date and shall remain in effect through the greater of five (5) years from the commencement of operations of the Be Well OC Wellness Hub or the date by which the Advance Funding Amount is exhausted.

- 8.2. Termination for Default. CalOptima may, in its sole discretion, terminate this Contract whenever CalOptima determines that a County Associate (i) has repeatedly and inappropriately withheld LHA Services at Be Well OC Wellness Hub to a CalOptima Member(s), (ii) has failed to perform its contracted duties and responsibilities in a timely and proper manner including, without limitation, service procedures and standards identified in this Contract, (iii) has committed acts that discriminate against CalOptima Members on the basis of their health status or requirements for health care services; (iv) has not provided LHA Services at Be Well OC Wellness Hub in the scope or manner required under the provisions of this Contract; (v) has engaged in prohibited marketing activities; (vi) has failed to comply with CalOptima's Compliance Program, including Participation Status requirements; (vii) has committed fraud or abuse relating to LHA Services at Be Well OC Wellness Hub or any and all obligations, duties and responsibilities under this Contract; or (viii) has materially breached any covenant, condition, or term of this Contract. A termination as described above shall be referred to herein as "Termination for Default." In the event of a Termination for Default, CalOptima shall give County prior written notice of its intent to terminate with a thirty (30)-day cure period if the Termination for Default is curable, in the sole discretion of CalOptima. In the event the default is not cured within the thirty (30)-day period, CalOptima may terminate the Contract immediately following such thirty (30)-day period unless the Parties agree, in writing, prior to the expiration of the thirty (30) day cure period, to extend the cure period for a definite period beyond thirty (30) days. The rights and remedies of CalOptima provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The County shall not be relieved of its liability to CalOptima for damages sustained by virtue of breach of the Contract by the County or any Subcontractor.
- 8.3. County's Appeal Rights. County may appeal CalOptima's decision to terminate the Contract for default as provided in Section 8.2 above by filing a complaint pursuant to CalOptima Policies. County shall exhaust this administrative remedy, including requesting a hearing according to CalOptima Policy, and shall comply with applicable CalOptima Policies governing judicial claims, before commencing a civil action. County's rights and remedies provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or this Contract.
- 8.4. Immediate Termination. CalOptima may terminate this Contract immediately upon the occurrence of any of the following events and delivery of written notice: (i) the suspension or revocation of any license, certification or accreditation required by County Associates; (ii) the determination by CalOptima that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against County Associates in their capacities with the County by any Federal or State licensing agency; (iv) termination or non-renewal of any Government Contract; (v) the withdrawal of DHHS' approval of the waiver granted to the CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any of the Government Agencies or termination of the Section 1915(b) waiver, CalOptima shall immediately transmit such notice to County.

- 8.5. Termination for County Insolvency. If the County becomes insolvent, the County shall immediately so advise CalOptima, and CalOptima shall have, at its sole option, the right to terminate the Contract immediately. In the event of the filing of a petition for bankruptcy by or against the County, the County shall assure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.
- 8.6. Modifications or Termination to Comply with Law. CalOptima and County mutually reserve the right to modify or terminate the Contract at any time when modifications or terminations are (i) mandated by changes in Federal or State laws, (ii) required by Government Contracts, or (iii) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima and County shall notify the other Party in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements. Both Parties shall comply with the new requirements within thirty (30) days of the Effective Date, unless otherwise instructed by DHCS and to the extent possible.
- 8.7. Termination Without Cause. Either Party may terminate this Contract, without cause, upon ninety (90) days prior written notice to the other Party as provided herein.
- 8.8. Approval By and Notice to Government Agencies. County acknowledges that this Contract and any modifications and/or amendments thereto are subject to the approval of applicable Federal and/or State agencies. CalOptima and County shall notify the Federal and/or State agencies of amendments to, or termination of, this Contract. Notice shall be given by first-class mail, postage prepaid to the attention of the State or Federal contracting officer for the pertinent CalOptima Program. County acknowledges and agrees that any amendments or modifications shall be consistent with requirements relating to submission to such Federal and/or State agency for approval.

ARTICLE 9 GRIEVANCES AND APPEALS

- 9.1. County Grievances. County Agent complaints, concerns or differences shall be resolved through the mechanisms set forth in CalOptima Policies related to the applicable CalOptima Program(s).
- 9.2. Member Grievances and Appeals. Member grievances, complaints, and/or appeals shall be resolved in accordance with Federal and/or State laws, regulations and Government Guidance and as set forth in CalOptima Policies relating to the applicable CalOptima Program. County agrees to cooperate in the investigation of the issues and be bound by CalOptima's grievance decisions and, if applicable, State and/or Federal hearing decisions or any subsequent appeals.

ARTICLE 10 GENERAL PROVISIONS

- 10.1. Assignment and Assumption. This Contract may not be assigned by either party.

- 10.2. Documents Constituting Contract. This Contract and its Attachments A, B, C, and D and all CalOptima Policies applicable to LHA Services at Be Well OC Wellness Hub and CalOptima Members (and any amendments thereto) shall constitute the entire agreement between the Parties. It is the express intention of County and CalOptima that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract which are not expressly set forth herein shall be of no further force, effect or legal consequence after the Effective Date hereunder.
- 10.3. Force Majeure. Both Parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.
- 10.4. Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs and all contractual obligations of CalOptima. Any and all legal proceedings under or related to this Contract shall be brought in California State courts located in Orange County, California.
- 10.5. Headings. The article and section headings used in this Contract are for reference and convenience only and shall not enter into the interpretation hereof.
- 10.6. Independent Contractor Relationship. CalOptima and County agree that the County Associates of the County in performance of this Contract shall act in an independent capacity and not as officers or employees of CalOptima. County's relationship with CalOptima in the performance of this Contract is that of an independent contractor. County's employees performing services under this Contract shall be at all times under County's exclusive direction and control and shall not be employees of CalOptima. County shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
- 10.7. No Waiver. No delay or failure by either Party hereto to exercise any right or power accruing upon noncompliance or default by the other Party with respect to any of the terms of this Contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.
- 10.8. Notices. Any notice required to be given pursuant to the terms and provisions of this Contract, unless otherwise indicated herein, shall be in writing and shall be sent by Certified or Registered mail, return receipt requested, postage prepaid, addressed to the

party to whom notice is to be given, at such Party' address set forth below or such other address provided by notice. Notice shall be deemed given seventy-two (72) hours after mailing.

If to CalOptima:

CalOptima
Chief Operating Officer
505 City Parkway West
Orange, CA 92868

If to County:

Orange County Health Care Agency
Chief Operating Officer, Behavioral Health Services
405 West 5th Street, 7th Floor
Santa Ana, CA 92701

- 10.9. Omissions. In the event that either Party hereto discovers any material omission in the provisions of this Contract which such party believes is essential to the successful performance of this Contract, said Party may so inform the other Party in writing, and the Parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Contract.
- 10.10. Prohibited Interests. County covenants that, for the term of this Contract, no director, member, officer, or employee of CalOptima during his/her tenure has any interest, direct or indirect, in this Contract or the proceeds thereof that would violate applicable law.
- 10.11. Regulatory Approval. Notwithstanding any other provision of this Contract, the effectiveness of this Contract, amendments thereto, and assignments thereof, is subject to the approval of applicable Governmental Agencies and the conditions imposed by such agencies.
- 10.12. Debarment Certification. By signing this Contract, the County agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
- 10.12.1 By signing this Contract, the County certifies to the best of its knowledge and belief, that the Orange County Health Care Agency, its officers and employees:
- 10.12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 10.12.1.2 Have not within a three-year period preceding this Contract have been

convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.12.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subprovision 10.12.1.2 herein; and

10.12.1.4 Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

10.12.1.5 Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

10.12.1.6 Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

10.12.2 If the County is unable to certify to any of the statements in this certification, County shall submit an explanation to CalOptima.

10.12.3 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

10.12.4 If the County knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.

10.13. DHCS Directions. If required by DHCS, County Associates shall cease specified activities, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.

10.14. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5. County agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et

seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

10.15. Lobbying Restrictions and Disclosure Certification.

10.15.1 (Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

10.15.2 Certification and Disclosure Requirements

10.15.2.1 Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment C, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Subsection 10.15.3. of this provision.

10.15.2.2 Each recipient shall file a disclosure (in the form set forth in Attachment C, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

10.15.2.3 Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

10.15.2.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

10.15.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

10.15.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

10.15.2.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 10.15.1 of this provision

a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.

10.15.2.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 10.15.1 of this provision. That person shall forward all disclosure forms to DHCS program contract manager.

10.15.3 Prohibition—Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.16. Authority to Execute. The persons executing this Contract on behalf of the parties warrant that they are duly authorized to execute this Contract, and that by executing this Contract, the parties are formally bound.

10.17. Severability. In the event any provision of this Contract is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.

**ARTICLE 11
EXECUTION**

11.1. Subject to the State of California and United States providing funding for the term of this Contract and for the purposes with respect to which it is entered into, and the approval of the Contract by the Government Agencies, this Contract shall become effective on June 10, 2019 (the “Effective Date”).

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

County

CalOptima

Signature

Signature

Richard Sanchez

Michael Schrader

Print Name

Print Name

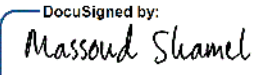
Director, Orange County Health Care Agency
Title

Chief Executive Officer
Title

Date

Date

Approved as to Form:
County Counsel
County of Orange, California

By:  _____

Date: 5/29/2019

ATTACHMENT A**LHA SERVICES AT BE WELL OC WELLNESS HUB**

The Be Well OC Wellness Hub will provide mental health and substance abuse services, community-based social supportive services and other related services to CalOptima members (together referred to in this Agreement and its Attachments as “LHA Services at Be Well OC Wellness Hub”) at no cost to CalOptima Medi-Cal Members for the greater of five (5) years from the date of commencement of Be Well OC Wellness Hub’s operation or the date by which the Advance Funding Amount is fully exhausted. The LHA Services at Be Well OC Wellness Hub provided to CalOptima Medi-Cal Members shall be valued at the Medi-Cal Fee-for-Service equivalent cost for such services or other comparable methodology by the Parties.

The LHA Services at Be Well OC Wellness Hub will include the following:

1. Peer Support

- a. Link Members to needed behavioral health services.
- b. Help Members develop capacity and access to resources.
- c. Educate Members about their mental health condition(s).
- d. Provide informal counseling, support and follow up.

2. Sobering Station

- a. Sobering Station services are short-term services, the duration of which will be until the Member recovers from his or her intoxicated state, and in no event shall an incidence of such service exceed 24 hours.
- b. Community facility, an alternative to jailing and prosecuting intoxicated individuals.
- c. CalOptima Members can sober up, be assessed regarding their mental health status, and get referred to treatment services as needed.
- d. The Sobering Station benefits Members by providing the resources they need to address health problems. It also benefits the general public by freeing up law enforcement and emergency medical staff and resources so they can provide for the health and safety of the community.
- e. Goals:
 - i. Provide public inebriates, including Members, with treatment rather than incarceration and prosecution.
 - ii. Eliminate unnecessary paramedic trips and time at hospital emergency departments.
 - iii. Improve public safety by freeing up law enforcement resources.
 - iv. Free up beds in emergency departments of local hospitals within Orange County.
 - v. Improve member outcomes, including mortality rates, by offering immediate treatment as well as linkages to treatment services for long-term recovery.
- f. Coordinate assistance for recurrent clients, including Members.

ATTACHMENT B
COMPENSATION

1. LHA Services at Be Well OC Wellness Hub described in Attachment A of this Contract shall be paid in accordance with the following rates:

Peer support: \$40.00 per 30 minutes

Sobering station bed stay: \$250.00

- a. County shall debit, on a monthly basis, an amount equal to the rate identified in Section 1 of this Attachment B multiplied by the number of **peer support** services provided for CalOptima Members at the Be Well OC Wellness Hub from the then-current balance of the services prepayment made by CalOptima pursuant to Section 4.10 of this Contract.
 - b. County shall debit, on a monthly basis, an amount equal to the rate identified in Section 1 of this Attachment B multiplied by the number of **sobering station** services provided for CalOptima Members at the Be Well OC Wellness Hub from the then-current balance of the services prepayment made by CalOptima pursuant to Section 4.10 of this Contract.
2. County shall, upon making the above debits, report to CalOptima on the number of each type of service provided, the amount debited therefor, and the resulting balance of the services prepayment amount.
 3. CalOptima shall have no obligation to compensate County for services provided to CalOptima Members at the Be Well OC Wellness Hub beyond the prepayment amount made pursuant to Section 4.10 of this Contract.

ATTACHMENT C

**STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Orange County Health Care Agency

Richard Sanchez

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS 4415, 1501 Capitol Avenue, Suite 71.4001 P.O.
Box 997413
Sacramento, CA 95899-7413

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action: contract grant cooperative agreement loan loan guarantee loan insurance</p>	<p>2. Status of Federal Action: bid/offer/application initial award post-award</p>	<p>3. Report Type: initial filing material change For Material Change Only: Year _____ quarter _____ date of last report</p>
<p>4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:</p>
<p>6. Federal Department/Agency:</p>		<p>Federal Program Name/Description: CDFA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p>
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (attach Continuation Sheets(s))</p>		<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>
<p>Amount of Payment (check all that apply): \$ _____ actual _____ planned _____</p>		<p>13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____</p>
<p>Form of Payment (check all that apply): a. cash b. in-kind, specify: Nature</p>		
<p>Value</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: Yes No</p>		
<p>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: Print Name: Title: Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

<p>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.</p>
