

AGREEMENT FOR PROVISION OF
MEDICAL SAFETY NET PROGRAM CLINIC SERVICES

BETWEEN
COUNTY OF ORANGE

AND

«UC_NAME», «UC_NAME» «UC_DBA»

JULY 1, ~~2015~~2019 THROUGH ~~DECEMBER 31, 2018~~JUNE 30, 2024

THIS AGREEMENT entered into this 1st day of July, ~~2015, which~~2019 (effective date ~~is~~
~~enumerated for purposes of reference only,~~) is by and between the COUNTY OF ORANGE, a political
subdivision of the State of California (COUNTY), and «UC_NAME», «UC_DBA», a ~~California~~
~~nonprofit corporation~~«CORP_STAT», (CONTRACTOR). COUNTY and CONTRACTOR may
sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement
shall be administered by the ~~County~~Director of ~~Orange~~the COUNTY’s Health Care Agency ~~(or an~~
~~authorized designee (“ADMINISTRATOR”)).~~

W I T N E S S E T H:

WHEREAS, COUNTY, in order to meets is obligations under California Welfare & Institutions
Code 17000 (W&I 17000), has established a Medical Safety Net (MSN) Program to provide services
which are medically necessary to protect life, prevent significant disability, or prevent serious
deterioration of health; and,

WHEREAS, with respect to medical criteria for enrollment into the MSN Program, applicants must
have an urgent or emergent medical condition that if left untreated would result in serious deterioration
of health; and,

WHEREAS, COUNTY desires to assure the availability of Clinic and Dental Services to all low
income persons for whom COUNTY is legally responsible pursuant to W&I 17000; and,

WHEREAS, CONTRACTOR, upon the terms and conditions set forth herein, is willing to provide
Clinic Services to persons covered by this Agreement; and,

WHEREAS, COUNTY, as provided herein, desires to reimburse clinics which are providers of
Clinic Services to persons covered by this Agreement; and,

WHEREAS, the parties wish to provide for equitable reimbursement of those providing Clinic
Services with a minimum of administrative costs; and,

WHEREAS, CONTRACTOR is a licensed hospital clinic, community clinic, or free clinic located
in Orange County; and,

WHEREAS, COUNTY has entered into separate agreements for reimbursement of hospitals,
physicians, and other medical providers for provision of other medical care services; and,

1 WHEREAS, the parties desire to state the respective rights and responsibilities of the parties related
2 to providing, claiming, and reimbursing Clinic Services.

3 ~~NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

4 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Clinic services
5 described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2019 through June 30, 2024

Period One means the period July 1, ~~2015~~2019 through June 30, ~~2016~~2020

Period Two means the period July 1, ~~2016~~2020 through June 30, ~~2017~~2021

Period Three means the period July 1, ~~2017~~2021 through June 30, ~~2018~~2022

Period Four means the period July 1, ~~2018~~2022 through June 30, ~~2019~~2023

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

Administrative/Claiming Responsibilities:

Period One means the period July 1, ~~2015~~2019 through December 31, ~~2016~~2019

Period Two means the period July 1, ~~2016~~2020 through December 31, ~~2017~~2020

Period Three means the period July 1, ~~2017~~2022 through December 31, ~~2018~~2022

Period Four means the period July 1, ~~2018~~2023 through December 31, ~~2019~~2023

Period Five means the period July 1, 2024 through December 31, 2024

Basis for Reimbursement: Fee-For-Service

Payment Method: Payment in Arrears

CONTRACTOR DUNS Number: «DUNS »

CONTRACTOR TAX ID Number: «TAX_ID »

Notices to COUNTY and CONTRACTOR:

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

~~CLINIC:~~ ~~«UC_NAME»~~, ~~«UC_DBA»~~

~~«ADDRESS»~~

CLINIC: «LC_NAME»«LC_DBA»

«AUTH_SIG_NAME», «AUTH_SIG_TITLE»

«ADDRESS»

1 [REDACTED] «CITY_STATE_ZIP»
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I. ACRONYMS

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

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

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

11 a. Designation of a Compliance Officer and/or compliance staff.

12 b. Written standards, policies and/or procedures.

13 c. Compliance related training and/or education program and proof of completion.

14 d. Communication methods for reporting concerns to the Compliance Officer.

15 e. Methodology for conducting internal monitoring and auditing.

16 f. Methodology for detecting and correcting offenses.

17 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

1 ~~acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's~~
 2 ~~Compliance Program and Code of Conduct do not contain all required elements.~~ ADMINISTRATOR's
 3 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's
 4 determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

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

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

35 2. An Ineligible Person shall be any individual or entity who:
 36 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 37 federal and state health care programs; or

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

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

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

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

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

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

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

35 ~~1. CONTRACTOR~~ 1. CONTRACTORS that have acknowledged to comply with
 36 ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all
 37 //

1 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one
 2 (1) designated representative to complete ~~all~~ the General Compliance Trainings Training when offered.

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

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

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

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

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

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

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

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

21 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
 22 provide copies of the certifications upon request.

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

27 E. ~~MEDI-CAL~~ ~~D. MEDICAL~~ BILLING, CODING, AND DOCUMENTATION COMPLIANCE
 28 STANDARDS

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

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

37 //

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

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

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

9 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
 10 participate in the quality improvement activities developed in the implementation of the Quality
 11 Management Program.

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

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

22 V. CONFIDENTIALITY

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

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

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

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

37 //

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

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

14 **VI. CONFLICT OF INTEREST**

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

23 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

29 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
 30 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
 31 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
 32 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
 33 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
 34 part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

34 1. After approval of ~~a subcontract~~, ADMINISTRATOR the subcontractor, ADMINISTRATOR
 35 may revoke the approval of ~~a subcontract~~ the subcontractor upon five (5) calendar days' written notice to
 36 CONTRACTOR if the ~~subcontract~~ subcontractor subsequently fails to meet the requirements of this
 37

1 Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow
 2 subcontractor expenses reported by CONTRACTOR.

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

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

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

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

21 VIII. DISPUTE RESOLUTION

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

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

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

35 B. Pending the final resolution of any dispute arising under, related to, or involving this
 36 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via
 37

1 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure
2 to proceed diligently shall be considered a material breach of this Agreement.

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

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

14
15 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

26
27 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

37 //

XI. INDEMNIFICATION AND INSURANCE

1
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
3 which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed
4 officials, officers, employees, agents and those special districts and agencies for which COUNTY's
5 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any
6 claims, demands or liability of any kind or nature, including but not limited to personal injury or
7 property damage, arising from or related to CONTRACTOR's negligence or intentional misconduct in
8 providing the services, products or other ~~performance provided by CONTRACTOR~~ performances
9 pursuant to this Agreement, ~~but only in proportion to and to the extent such claims, demands, including~~
10 ~~defense costs, or liability are caused by or resulting from the negligent or intentional acts or omissions of~~
11 ~~CONTRACTOR, its officers, employees, or agents~~. If judgment is entered against CONTRACTOR and
12 COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY
13 or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned
14 as determined by the court. Neither ~~party~~ Party shall request a jury apportionment.

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

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

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

37 //

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

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

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

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

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

25 G. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 26 this Agreement, the COUNTY may terminate this Agreement.

27 ~~GH~~ QUALIFIED INSURER

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

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

37 //

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$ 5 1,000,000 per occurrence \$ 5 2,000,000 aggregate
<u>Coverage (continued)</u>	<u>Minimum Limits (continued)</u>
Business Automobile Liability- including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence \$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims - made
Professional Liability Insurance	\$3,000,000 per claims made or per occurrence \$3,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

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

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

~~J.~~ K. REQUIRED ENDORSEMENTS—

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

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

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

—K 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:

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

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

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

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

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

O. CONTRACTOR shall notify COUNTY in writing within thirty (30) ~~calendar days' notice in the event of~~ days of any policy cancellation and within ten (10) ~~calendar days' notice~~ days for non-payment of premium. ~~This shall be evidenced by policy provisions or an endorsement separate from the COI.~~

—N and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.

P. If CONTRACTOR's Professional Liability ~~policy is a "claims made" policy~~ and Network Security & Privacy are "Claims -Made" policies, CONTRACTOR shall agree to maintain ~~Professional Liability~~ coverage for two (2) years following the completion of the Agreement.

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

—P. ~~Throughout the term of this Agreement and upon written mutual agreement between COUNTY and CONTRACTOR, the insurance minimum limits and coverage as set forth in Subparagraph VIII.G above may be increased or decreased~~

R. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

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

8 Q.U. COUNTY shall notify CONTRACTOR in writing of changes in the insurance
 9 requirements. If CONTRACTOR does not deposit copies of acceptable COIs Certificate of Insurance
 10 and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt
 11 of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
 12 COUNTY shall be entitled to all legal remedies.

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

16 S.W. SUBMISSION OF INSURANCE DOCUMENTS

17 1. The COI and endorsements shall be provided to COUNTY as follows:
 18 a. Prior to the start date of this Agreement.
 19 b. No later than the expiration date for each policy.
 20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 21 changes to any of the insurance types requirements as set forth in the Coverage Subparagraph P. of this
 22 Agreement above.

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

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

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

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

36 //

37 //

1 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from ~~any~~
2 ~~amounts due CONTRACTOR in accordance with this Agreement~~ CONTRACTOR's monthly invoice;

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

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.-

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

12 **XII. INSPECTIONS AND AUDITS**

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

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

28 C. AUDIT RESPONSE

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

35 2. If the audit reveals that money is payable from one ~~party~~ Party to the other, that is,
36 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
37

1 CONTRACTOR, said funds shall be due and payable from one ~~party~~ Party to the other within sixty
 2 (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
 3 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY
 4 may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by
 5 an amount not to exceed the reimbursement due COUNTY.

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

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

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

18 **XIII. LICENSES AND LAWS**

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

27 ~~—B.~~ **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

28 1. CONTRACTOR shall comply certifies it is in full compliance with all applicable
 29 ~~governmental laws, regulations, federal and State reporting requirements as they exist now or may~~
 30 ~~hereafter be amended or changed.~~

31 ~~—C. The parties acknowledge that each is a Covered Entity, as defined by the Health Insurance~~
 32 ~~Portability regarding its employees and Accountability Act (HIPAA) and is responsible for complying~~
 33 ~~with said regulations for purposes of safeguarding any Protected Health Information (PHI) generated by~~
 34 ~~each party for its own purposes. Except as otherwise limited by said regulation or law,~~
 35 ~~CONTRACTOR shall provide to COUNTY, all lawfully served Wage and Earnings Assignment Orders~~
 36 ~~and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on~~
 37

~~behalf~~ Notices of Assignments and will continue to be in compliance throughout the term of; CONTRACTOR as specified in this ~~the~~ Agreement, ~~provided such use or disclosure would not violate the Privacy Rule if done by CONTRACTOR or the Minimum Necessary policies and procedures of CONTRACTOR as required and/or defined by HIPAA.~~

~~D. CONTRACTOR attests, to the best~~ with the County of Orange. Failure to comply shall constitute a material breach of ~~its knowledge, that all physicians providing services at CONTRACTOR's facility(ies), under this the~~ Agreement, ~~are and will continue to be as long as this and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement~~ ~~remains in effect, the holders of currently valid licenses to practice medicine in the State of California and are members in "good standing" of the medical staff of CONTRACTOR's facility(ies).~~

~~E. 2. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

1. CONTRACTOR shall comply with the applicable terms and conditions of the "Contract for Low Income Health Program; Contract No. 11-15909-OR-10" between COUNTY and the California Department of Health Care Services ("Department"). COUNTY shall provide CONTRACTOR with a

1 copy of any new or amended contract with Department as soon as it is available. CONTRACTOR shall
 2 notify ADMINISTRATOR within thirty (30) calendar days of any inability of CONTRACTOR to
 3 comply with the terms and conditions of COUNTY's contract with Department.

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

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

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

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

18 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

19 A. Any written information or literature, including educational or promotional materials,
 20 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 21 to this Agreement must be approved at least thirty (30) ~~calendar~~ days in advance and in writing by
 22 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 23 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 24 and electronic media such as the Internet.

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

34 ~~— C~~ B. Any advertisement through radio, television broadcast, or the Internet, for educational or
 35 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
 36 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
 37

1 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 2 available social media sites) in support of the services described within this Agreement,
 3 CONTRACTOR shall develop social media policies and procedures and have them available to
 4 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
 5 forms of social media used to either directly or indirectly support the services described within this
 6 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
 7 they pertain to any social media developed in support of the services described within this Agreement.
 8 CONTRACTOR shall also include any required funding statement information on social media when
 9 required by ADMINISTRATOR.

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

12 **XV. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

14 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
 15 defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any
 16 employee or applicant for employment because of his/her ~~ethnic group identification, race, religion,~~
 17 ~~religious creed, color, national origin, ancestry, color, creed, sex, physical disability, mental disability,~~
 18 ~~medical condition, genetic information, marital status, national origin, sex, gender, gender identity,~~
 19 ~~gender expression, age (40 and over), sexual orientation, medical condition, or physical or mental~~
 20 ~~disability. Additionally, during the term of this Agreement, or military and veteran status.~~
 21 CONTRACTOR shall warrant that the evaluation and its Covered Individuals shall make their best
 22 efforts to require in its subcontracts that subcontractors shall not unlawfully discriminate against any
 23 employee or applicant for employment because of his/her ~~ethnic group identification, race, religion,~~
 24 ~~ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical~~
 25 ~~condition, or physical or mental disability.~~

26 ~~2. CONTRACTOR shall not discriminate against~~ treatment of employees and applicants for
 27 employment are free from discrimination in the areas of employment, promotion, demotion or transfer;
 28 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
 29 compensation; and selection for training, including apprenticeship.

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

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

36 //

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

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

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

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

//

5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

XVI. NOTICES

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

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

2. When faxed, transmission confirmed;

//

1 3. When sent by Email; or
2 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
3 Service, or any other expedited delivery service.

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

6 1. When written and deposited in the United States mail, first class postage prepaid, certified
7 mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions of this
8 Agreement or as otherwise directed by ADMINISTRATOR ~~and shall be effective when faxed,~~
9 ~~transmission confirmed,~~ or ~~when accepted~~

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

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

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

18 E. For purposes of this Agreement, CONTRACTOR agrees that the Coalition of ~~Orange County~~
19 ~~Community Clinics~~ (~~COCCC~~ Coalition) may act as a representative of all Contracting Clinics for the
20 purpose of distributing and/or coordinating any notices which may be provided by ADMINISTRATOR
21 and which shall be applicable to all Contracting Clinics. In such instances, notification to
22 ~~COCCC~~ Coalition shall be deemed as notification to CONTRACTOR.

23
24 **XVII. NOTIFICATION OF DEATH**

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

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

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

33 2. WRITTEN NOTIFICATION

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

37 //

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

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

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

11 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

20 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

6 ~~D.~~ CONTRACTOR's ~~participant, client, and/or patient~~ Client records shall be maintained in a
7 secure manner. CONTRACTOR shall maintain ~~participant, client, and/or patient~~ Client records and
8 must establish and implement written record management procedures. D. CONTRACTOR shall retain
9 all financial records for a minimum of seven (7) years from the termination of the contract, unless a
10 longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

4 **XX. RESEARCH AND PUBLICATION**

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

9 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

10 A. In accordance with the United States Immigration Reform and Control Act of 1986,
 11 CONTRACTOR shall require its employees directly or indirectly providing services pursuant to this
 12 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
 13 United States. CONTRACTOR shall also ~~make best efforts to~~ require and verify that its contractors,
 14 subcontractors, or any other persons providing services pursuant to this Agreement, in any manner
 15 whatsoever, verify the identity of their employees and their eligibility for employment in the United
 16 States.

17 B. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 18 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 19 federal or California Minimum Wage to all its employees that directly or indirectly provide services
 20 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall make its best efforts to
 21 require and verify that all its contractors or other persons providing services pursuant to this Agreement
 22 on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or
 23 California Minimum Wage.

24 C. CONTRACTOR shall comply and make its best efforts to verify that its contractors comply
 25 with all other federal and State of California laws for minimum wage, overtime pay, record keeping,
 26 and child labor standards pursuant to providing services pursuant to this Agreement.

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

32 **XXII. SEVERABILITY**

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

XXIII. STATUS OF CONTRACTOR

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

XXIV. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence ~~and terminate~~ as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; ~~provided, however,~~ CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XXV. TERMINATION

A. ~~CONTRACTOR~~ Except as otherwise provided below, neither Party may terminate ~~this Agreement, without cause, upon forty five (45) calendar days' notice given COUNTY.~~

B. Either ~~party~~ Party may terminate this Agreement upon fifteen (15) calendar days prior written notice given the other for material breach of the Agreement; provided, however, the alleged breaching ~~party~~ Party has been given prior written notice setting forth the facts underlying the claim that breach of this Agreement has occurred and has failed to cure the alleged breach within thirty (30) calendar days.

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

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

3 1. The loss of CONTRACTOR of legal capacity.

4 2. ~~The loss of accreditation or any license required by the Licenses and Law Paragraph of this~~
5 ~~Agreement.~~

6 ~~3. Cessation of services.~~

7 ~~4.~~ 3. The delegation or assignment of CONTRACTOR's services, operation, or administration
8 to another entity without prior written consent of COUNTY.

9 ~~5.~~ 4. The following occurrence by any physician or licensed person employed or provided
10 privileges by CONTRACTOR and providing services pursuant to this Agreement:

11 a. The neglect of any required duty.

12 b. The continued incapacity to perform duties.

13 c. Unethical conduct or malpractice.

14 d. COUNTY may waive termination under this subparagraph XIX.D.~~5~~4 if
15 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted
16 pursuant to this Agreement.

17 ~~5. The loss of accreditation or any license required by the License and Laws Paragraph of this~~
18 ~~Agreement.~~

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

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

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

37 //

~~pursuant to this Agreement, deposits of Funding and reimbursement to any party shall be adjusted to reflect the obligations and duties thereby reduced.~~

GH. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced, resulting in COUNTY's inability to reimburse CONTRACTOR in accordance with Exhibit A and B to the Agreement, or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice to CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced funding which impacts COUNTY's ability to reimburse CONTRACTOR in accordance with Exhibit B to the Agreement, or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms and may terminate the Agreement prior to the effective date of the renegotiated Agreement.

HI. AMENDMENT

1. In the event of a formal amendment to this Agreement (Amendment) which requires formal execution by both COUNTY and CONTRACTOR, CONTRACTOR shall return a fully executed Amendment to ADMINISTRATOR within forty-five (45) days of ADMINISTRATOR's delivery to CONTRACTOR of said Amendment.
2. If CONTRACTOR does not return a fully executed Amendment by the date specified, COUNTY or CONTRACTOR may terminate this Agreement; provided, however, COUNTY shall first notify CONTRACTOR and then give thirty (30) ~~calendar~~ days prior written notice to CONTRACTOR, which notice shall be given no later than fifteen (15) ~~calendar~~ days after the fully executed Amendment was due to ADMINISTRATOR. At ADMINISTRATOR's discretion, a cure period may be provided to CONTRACTOR.

~~I.~~ J. In the event this Agreement is terminated by either ~~party~~ Party as allowed herein, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality of care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance.
3. Until the date of termination, continue to provide the same level of service required by this Agreement.
4. If patients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all patient information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of ~~patients~~Clients in a manner consistent with the ~~patients'~~Clients best interests.

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

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

XXVI. THIRD PARTY BENEFICIARY

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

XXVII. WAIVER OF DEFAULT OR BREACH

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

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

«UC_NAME» «UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
MEDICAL SAFETY NET PROGRAM CLINIC SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME»; «UC_DBA» «UC_DBA»
 JULY 1, ~~2015~~2019 THROUGH ~~DECEMBER 31, 2018~~JUNE 30, 2024

I. PREAMBLE

The Medical Safety Net (MSN) Program provides services that are medically necessary to protect life, prevent significant disability, or prevent serious deterioration of health. With respect to medical criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical condition that if left untreated would result in serious deterioration of health with an initial intake through a Hospital’s emergency department.

II. COMMON TERMS AND DEFINITIONS

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

A 1. “All Providers” or “Providers” means Contracting Clinics and Other Providers of Medical Services for the MSN Program.

B 2. “Allowable Charges” means an amount, on a per claim basis, not to exceed the lesser of 100% of CalOptima’s fee-for-service reimbursement rates, less required co-payments or 100% of billed charges, less required co-payments.

C 3. “CalOptima” means is the local agency created by COUNTY to contract with the Medi-Cal program.

D 4. “Care Coordination Unit” or “CCU” means appropriately licensed COUNTY staff and/or COUNTY contracted staff responsible for the coordination of services as well as the concurrent and retrospective utilization review of the medical appropriateness, level of care, and utilization of all services provided to MSN Patients by All Providers.

E 5. “Clinic” for purposes of the Agreement, means any health care facility designated and licensed by the State of California as a community clinic, mobile health clinic, university clinic, hospital-affiliated clinic, or free clinic that is located within the geographic boundary of Orange County, California.

6 F. “Clinic Claim” means a claim submitted by a Contracting Clinic to Intermediary for reimbursement of Clinic Services.

//

1 ~~G~~ 7. “Clinic Services” means any medical service provided by a Contracting Clinic as set
 2 forth in Paragraph IV of this Exhibit A to the Agreement. Clinic Services may also include emergent or
 3 urgent dental services if provided by CONTRACTOR.

4 ~~H~~ 8. “Coalition” means the Orange County Coalition of Community Health Centers authorized
 5 by CONTRACTOR, in accordance with the Agreement to act as a representative of all Clinics for the
 6 purpose of distributing and/or coordinating any notices, agreements, and/or amendments which may be
 7 provided by ADMINISTRATOR. Delivery of executed agreements and/or amendments to Coalition
 8 shall be deemed as being delivered to ADMINISTRATOR.

9 ~~I~~ 9. “Contracting Clinic” means a clinic that has executed an Agreement for Clinic Services for
 10 the MSN Program with COUNTY that is the same as the Agreement.

11 ~~J~~ 10. “Covered California” means the California Health Benefit Exchange, an independent
 12 public entity within the California State government, responsible for providing financial assistance and
 13 organizing a marketplace for low-income and other California residents to compare and choose
 14 affordable health insurance coverage.

15 ~~K~~ 11. “Fiscal Year” means the period from July 1 through June 30.

16 ~~L~~ 12. “Follow-Up Care and Specialty Services” means those specific medical services that are
 17 reimbursable to Contracting Clinics only as set forth in Paragraph IV of this Exhibit A to the Agreement
 18 and further defined as follows:

19 ~~1~~ a. “Follow-Up Care” means a Contracting Clinic that coordinates a cooperative team of
 20 healthcare professionals, takes collective responsibility for the care provided to the MSN Patient, and
 21 arranges for appropriate care with other qualified providers as needed to ameliorate a condition that
 22 could result in significant disability or serious deterioration of health if left untreated. Physicians may
 23 also be used for Follow-Up Care at the sole discretion of ADMINISTRATOR.

24 ~~2~~ b. “Specialty Services” means the focus of medical care on one aspect of the MSN
 25 Patient’s care such as one organ system or one problem area.

26 ~~M~~ 13. “Funds” means any payments, transfers, or deposits made by COUNTY, and any refunds,
 27 repayments, adjustments, earned interest or other payments made by, or recovered from, Contracting
 28 Clinics, Other Providers, patient, third-party, or other entity as the result of any duty arising from this
 29 Exhibit A and Exhibit B to the Agreement.

30 ~~N~~ 14. “Intermediary” means the organization, under a separate agreement, and any amendments
 31 thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing All
 32 Providers in accordance with the Agreement and other specified Agreements for the MSN Program.

33 ~~O~~ 15. “Measure H Obligation” means the minimum amount of COUNTY Funds that must be
 34 expended for Clinic Services in order to meet an auditing requirement established by Measure H in
 35 2000 regarding the use of Tobacco Settlement Revenue, codified as Orange County Ordinance Title 1,
 36 Division 4, Article 14. How ADMINISTRATOR meets the Measure H Obligation is at the sole
 37 discretion of ADMINISTRATOR.

1 **P** 16. “Medi-Cal” means a government program financed by federal and state funds that provides
 2 health care insurance to persons meeting eligibility criteria as provided for in Title 22 of the California
 3 Code of Regulations.

4 **Q** 17. “Medical Service(s)” means a medical service necessary to protect life, prevent significant
 5 disability, or prevent serious deterioration of health. Guidelines for Reimbursable Medical Services are
 6 set forth in Paragraph IV of this Exhibit A to the Agreement and in the MSN Provider Manual.

7 **R** 18. “MSN” means the Medical Safety Net Program which is the County’s Program responsible
 8 for its California Welfare & Institutions Code (W&I) 17000 obligations.

9 **S** 19. “MSN Funding” means the amount of funds identified by COUNTY for reimbursement of
 10 all MSN Program Services, including those specified in this Exhibit A to the Agreement.

11 **T** 20. “MSN Enrollee,” or “Enrollee” means a person, enrolled in the MSN Program, meeting the
 12 eligibility criteria set by ADMINISTRATOR in order to meet its obligations under W&I 17000.

13 **U** 21. “MSN Patient” means a person who is either MSN Enrollee or MSN Pending.

14 **V** 22. “MSN Pending” means a person believed to meet the eligibility requirements for
 15 enrollment into the MSN Program whose MSN Program application has been submitted and not yet
 16 approved.

17 **W** 23. “MSN Program Services” means

18 **1** a. All medical and administrative services for which reimbursement is authorized by the
 19 Agreement and all other agreements for the MSN Program, and;

20 **2** b. Administrative services provided directly by COUNTY for which costs are directly
 21 incurred by COUNTY.

22 **X** 24. “Other Provider” means a hospital, physician, osteopath, podiatrist, dentist, nurse,
 23 ambulance operator, home health services provider, pharmacy or supplier of durable medical
 24 equipment.

25 **Y** 25. “Recovery Account” means a separate account for monies recovered by Intermediary from
 26 Contracting Clinic, Other Providers, or third-party payers.

27 **B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the**
 28 **Common Terms and Condition Paragraph of this Exhibit A to the Agreement.**

30 **III. CLINIC OBLIGATIONS**

31 **A. CONTRACTOR, billing for Clinic Services for which reimbursement is provided through the**
 32 **Agreement, shall provide Clinic Services to persons covered by the Agreement presenting for treatment.**

33 **1. By all appropriate means available, CONTRACTOR shall assure that it meets licensing**
 34 **requirements, including physician staffing, to provide Clinic Services to Enrollees under the Agreement.**

35 **2. For persons presenting at CONTRACTOR, MSN Eligibility shall be verified electronically.**
 36 **a. CONTRACTOR shall designate staff members to serve as Certified MSN Application**
 37 **Technicians (CMAT) to screen its patients for current Medi-Cal, Covered California or MSN eligibility.**

1 b. If a patient is not enrolled in Medi-Cal, MSN, or Covered California; is a citizen or
 2 legal resident; and lacks sufficient financial resources to pay for services, CONTRACTOR's CMAT
 3 shall:

4 1) Refer patients who appear to be Medi-Cal eligible to COUNTY's Social Services
 5 Agency.

6 2) Complete an MSN Program application for patients who appear to be MSN or
 7 Covered California eligible. COUNTY shall make the final determination as to which program patients
 8 shall be made eligible.

9 3) Submit MSN applications as specified by ADMINISTRATOR to the "Application
 10 Processor," which, at execution of the Agreement, shall be NetChemistry, but may be changed upon
 11 thirty (30) calendar days written notice by ADMINISTRATOR.

12 c. If a patient is currently enrolled in MSN and is seeking to re-enroll, CONTRACTOR's
 13 CMAT shall complete the steps identified in subparagraph A.2.b above. CONTRACTOR shall not
 14 refuse or discriminate in providing assistance with applications for MSN re-enrollment based on the
 15 MSN Patient's current or previously assigned location for Follow-Up Care.

16 d. CONTRACTOR agrees that selection of a provider as a Follow-Up Care provider is
 17 the choice of the MSN Patient. CONTRACTOR shall not place any requirements or conditions upon
 18 providing assistance to any person in completing a new application or re-enrollment application,
 19 including but not limited to, the following:

- 20 1) Requiring the patient to select CONTRACTOR as their Follow-Up Care provider;
- 21 2) Charging any fee for the application; and
- 22 3) Making a medical appointment.

23 e. CONTRACTOR shall maintain sufficient staff to expeditiously obtain and screen
 24 information and complete MSN Program applications as required by this Exhibit A to the Agreement.

25 3. CONTRACTOR shall provide Clinic Services in the same manner to MSN Patients as it
 26 provides Clinic Services to all other patients with the same medical need or condition and shall not
 27 discriminate against said MSN Patients in any manner, including but not limited to: admission
 28 practices, place of residency within the County, and timely access to care and services considering the
 29 urgency of the service needed.

30 a. ADMINISTRATOR shall notify CONTRACTOR and investigate allegations of
 31 discrimination in the provision of services on the basis of the patient's status as an MSN Patient,
 32 including but not limited to denial of care. ADMINISTRATOR may request that the Medical Policy
 33 Committee (MPC) assist with the investigation of service denials for discrimination.

34 b. In the event that CONTRACTOR is determined by ADMINISTRATOR to have
 35 discriminated in the provision of Clinic Services on the basis of the patient's status as an MSN Patient,
 36 ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties for each
 37 //

1 occurrence against CONTRACTOR, which may include, but not be limited to, one or more the
2 following:

3 1) A reduction in payment related to the episode of care from any payment due
4 CONTRACTOR, including the Measure H Obligation.

5 2) Withholding of any payment due CONTRACTOR pending satisfactory
6 compliance.

7 3) Termination of CONTRACTOR as a Contracting Clinic at the sole discretion of
8 ADMINISTRATOR.

9 ~~6~~4. Any administrative duty or obligation to be performed pursuant to the Agreement on a
10 weekend or holiday may be performed on the next regular business day.

11 B. As a condition of reimbursement for Clinic Services provided by CONTRACTOR to MSN
12 Enrollees, CONTRACTOR shall:

13 1. Comply with all requirements set forth herein, including, but not limited to, Exhibit A and
14 Exhibit B of the Agreement.

15 2. Comply with all provisions of the MSN Provider Manual as it exists now or may hereafter
16 be amended which is available at <http://ohealthinfo.com/about/medical/providers/news>.

17 3. Register with Intermediary for the MSN Program and provide all requested information by
18 logging on to the Intermediary's website. CONTRACTOR shall ensure that it includes in the
19 registration process all employees, agents, or contractors who provide services on behalf of
20 CONTRACTOR and for which services CONTRACTOR will submit a Claim to Intermediary. Claims
21 for such services shall be processed and reimbursed by Intermediary in accordance with Exhibit B to the
22 Agreement.

23 C. Reimbursement provided through the Agreement shall be payment of last resort.
24 CONTRACTOR shall bill and attempt collection of Medi-Cal, third-party settlement, or primary other
25 insurance covered claims to the full extent of such coverage and, upon submission of any Clinic Claim,
26 shall provide to Intermediary, proper documentation demonstrating compliance with this requirement.

27 1. Acceptance by CONTRACTOR of reimbursement made by Intermediary for services
28 provided in accordance with the Agreement shall be deemed satisfaction in full, with respect to the
29 services for which payment was made, except as follows:

30 a. Collection of co-payments established by the MSN Program for Clinic Services.
31 Nothing herein shall prevent CONTRACTOR from pursuing co-payment reimbursement from any
32 MSN Enrollee. Nothing in this paragraph shall prohibit CONTRACTOR from applying any
33 uncollected portion of an MSN Enrollee's co-payments amounts toward CONTRACTOR's charity care
34 and bad debt write-off policy.

35 1) If CONTRACTOR does not offer laboratory (including blood draw) and/or
36 radiology services and refers MSN Enrollees an off-site provider for these services, CONTRACTOR

37 //

1 shall advise the MSN Enrollee that these providers may request the co-payment, even if services are
2 provided on the same day as the Clinic Services.

3 2) If an MSN Patient is unable or unwilling to pay CONTRACTOR all or part of the
4 required co-payment, CONTRACTOR may, at its sole discretion, refuse to provide services to the MSN
5 Patient.

6 b. All required co-payments shall be deducted, by the Intermediary, from reimbursement
7 due CONTRACTOR; provided, however, if a co-payment is to be waived in accordance with the
8 Agreement, these amounts shall not be deducted by Intermediary from reimbursement due
9 CONTRACTOR.

10 c. Claims covered by Medi-Cal, any third-party settlement, primary, or other insurance,
11 including those received by or on behalf of an MSN Patient. CONTRACTOR shall attempt to bill and
12 collect to the full extent of coverage those claims covered by all known third-party, primary, or other
13 insurance or third-party payers.

14 d. If CONTRACTOR becomes aware of any third-party, primary, or other insurance or a
15 third-party settlement, including those received by or on behalf of an MSN Patient after reimbursement
16 is made by Intermediary, nothing herein shall prevent CONTRACTOR from pursuing reimbursement
17 from these sources; provided, however, that CONTRACTOR shall comply with Paragraph V.G. of
18 Exhibit B to the Agreement. Nothing in this paragraph shall prohibit CONTRACTOR from applying
19 any unreimbursed portion of CONTRACTOR's charges toward CONTRACTOR's charity care and bad
20 debt write-off policy.

21 2. ADMINISTRATOR may direct Intermediary to withhold or delay payment due any
22 CONTRACTOR for failure to comply with the terms of the Agreement.

23 D. CONTRACTOR shall have submitted this signed and executed Agreement to
24 ADMINISTRATOR or Coalition no later than forty-five (45) calendar days after ADMINISTRATOR's
25 delivery to CONTRACTOR of the Agreement for execution by CONTRACTOR.

26 E. CONTRACTOR shall assist in the appropriate redirection of persons requiring non-emergency
27 medical care from hospital emergency departments to Contracting Clinics.

28 1. CONTRACTOR shall cooperate with COUNTY's Care Coordination Unit (CCU) to
29 develop and strengthen working and referral relationships with MSN Contracting Hospitals in order to
30 facilitate and expand appropriate redirection of such patients.

31 2. CONTRACTOR shall accept referrals from emergency departments for MSN Patients
32 assigned to CONTRACTOR's facility. CONTRACTOR shall provide the necessary diagnostic
33 services, and/or primary care follow-up resulting from the emergency service.

34 F. Follow-Up Care

35 1. CONTRACTOR shall provide Follow-Up Care for MSN Enrollees referred to
36 CONTRACTOR by the CCU.

37 //

1 2. CONTRACTOR shall inform ADMINISTRATOR, in writing, of its request to institute
2 limitations to accepting MSN Enrollees. This may include limiting the number of referred patients
3 CONTRACTOR is willing or capable of accepting.

4 3. CONTRACTOR shall facilitate referrals to specialists and coordinate forwarding of
5 referral information to the specialist for follow-up care through CCU.

6 G. ADMINISTRATOR may enter into separate letters of agreement for Follow-Up Care, Specialty
7 Services, and/or dental services that cannot be provided by Contracting Clinics.

8 H. CONTRACTOR shall assist COUNTY and the Intermediary in the conduct of any appeal
9 hearings conducted by COUNTY or the Intermediary for which CONTRACTOR receives
10 reimbursement for services provided to MSN Patients.

11 I. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a
12 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
13 shall maintain documentation of such efforts which may include, but not be limited to: records of
14 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
15 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
16 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

17 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
18 with respect to any person who has received services under the terms of the Agreement. Further,
19 CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or
20 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

21 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Clinic
22 Obligations Paragraph of this Exhibit A to the Agreement.

23
24 **IV. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES**

25 A. Medical Services reimbursable through the MSN Program means those services that are
26 medically necessary to protect life, prevent significant disability, or prevent serious deterioration of
27 health. Reimbursable and non-reimbursable services include those covered in the MSN Provider
28 Manual as approved by the Medical Policy Committee (MPC). The scope of Medical Services to be
29 provided by CONTRACTOR may include, but are not limited to: diagnostic and therapeutic services
30 and emergent or urgent dental services.

31 B. Follow-Up Care and Specialty Services - CONTRACTOR shall provide medically necessary
32 follow-up care, as appropriate, to MSN enrollees, which may include, but is not limited to, the
33 following:-

- 34 1. Necessary treatment after a hospital or emergency department visit
35 2. Treatment to ameliorate a chronic medical condition
36 3. Specialty physician services as necessary
37 //

1 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 2 Guidelines for Reimbursable Medical Services Paragraph of this Exhibit A to the Agreement.

4 **V. FUNDING AND PAYMENTS**

5 A. MSN Program Disbursements to CONTRACTOR – COUNTY shall pay the Intermediary an
 6 amount sufficient to reimburse Clinic Claims in accordance with Exhibit B to the Agreement.

7 1. Payment by the Intermediary to CONTRACTOR for Clinic Services shall be contingent
 8 upon ADMINISTRATOR’s receipt or confirmation of receipt of a fully executed Agreement from
 9 CONTRACTOR.

10 2. Any Clinic that does not become a Contracting Clinic and elects to provide any Clinic
 11 Services to any MSN Patient shall not be eligible for reimbursement from COUNTY.

12 B. Measure H Obligation – COUNTY shall pay Intermediary additional Funds as may be available
 13 and necessary to meet the Measure H Obligation as provided in Exhibit B to the Agreement.

14 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 15 Funding and Payments Paragraph of this Exhibit A to the Agreement.

17 **VI. COUNTY OBLIGATIONS**

18 A. ADMINISTRATOR shall provide oversight of the MSN Program, including appropriate
 19 program administration, coordination, planning, evaluation, financial and contract monitoring, public
 20 information and referral, standards assurance, and review and analysis of data gathered and reported.
 21 Any administrative duty or obligation to be performed pursuant to the Agreement on a weekend or
 22 holiday may be performed on the next regular business day.

23 B. ADMINISTRATOR shall establish, either directly and/or through subcontract(s), a Care
 24 Coordination Unit (CCU) which shall:

25 1. Coordinate and make arrangements for the medical needs and care of MSN Enrollees. The
 26 CCU shall not be responsible for the coordination of the social services needs of such patients.

27 2. Perform concurrent and retrospective utilization review of the medical appropriateness,
 28 level of care, and utilization of all services provided to MSN Patients by All Providers.

29 3. Assist in coordinating the transitions of MSN Enrollees to appropriate outpatient care,
 30 lower levels of care or needed services through COUNTY contracted providers for skilled nursing
 31 facilities, durable medical equipment, pharmacy services and home health care.

32 C. Except as provided herein with respect to discrimination of care to MSN Patients, COUNTY
 33 shall neither have, nor exercise, any control or direction over the methods by which CONTRACTOR
 34 shall perform its obligations under the Agreement. The standards of medical care and professional
 35 duties of CONTRACTOR’s employees providing Clinic Services under the Agreement shall be
 36 determined, as applicable, by CONTRACTOR’s Board of Directors and the standards of care in the
 37 community in which CONTRACTOR is located and all applicable provisions of law and other rules and

1 regulations of any and all governmental authorities relating to licensure and regulation of
2 CONTRACTOR.

3 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
4 COUNTY Obligations Paragraph of this Exhibit A to the Agreement.

5
6 **VII. COMMITTEES/GROUPS**

7 A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR which shall meet
8 ~~at least quarterly~~ bi-annually and may meet ~~more~~ less frequently as determined by ADMINISTRATOR.

9 B. The MPC shall consist of the following members:

- 10 1. EHS/MSN Program Medical Director who shall serve as Chairperson of the Committee
- 11 2. ~~Multiple~~ Physicians from the private sector, hospital and clinic communities
- 12 3. A minimum of two additional representatives from the MSN Program
- 13 4. Representative from the Care Coordination Unit, who may also be one of the
- 14 representatives from the MSN Program specified in B.3 above.
- 15 5. Pharmacy Consultant
- 16 6. MSN Program Public Health Nurse(s), who may also be one of the representatives of the
- 17 MSN Program specified in B.3 above.

18 C. The MPC shall adopt and follow rules as it deems necessary to carry out its responsibilities.

19 D. The duties of the MPC shall include, but not be limited to, the following:

- 20 1. Prospective and retrospective review of services rendered and their medical
- 21 appropriateness.
- 22 2. Review of procedures, treatments, and therapies, consistent with MSN Program benefits,
- 23 for inclusion in, or deletion from, the MSN Program's scope of covered services.
- 24 3. Review of medical policy as it relates to patient treatment and community standards of
- 25 care.
- 26 4. Approval of modifications, deletions, and additions to the list of services for which All
- 27 Providers will be recommended to seek pre-authorization from COUNTY's CCU.
- 28 5. Review and ruling on any appeals brought before the MPC.
- 29 6. Enlisting the expertise of specialists when indicated.

30 E. Decisions of the MPC shall be binding and final.

31 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Committees/Groups Paragraph of this Exhibit A to the Agreement.

33 //
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35 //
36 //
37 //

1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 MEDICAL SAFETY NET PROGRAM CLINIC SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «UC_NAME», «UC_DBA»
 8 «UC_DBA»
 9 JULY 1, ~~2015~~ 2019 THROUGH ~~DECEMBER 31, 2018~~ JUNE 30, 2024

10 CLAIMS AND DISBURSEMENTS

11 I. PREAMBLE

12 The Medical Safety Net (MSN) Program provides services that are medically necessary to protect
 13 life, prevent significant disability, or prevent serious deterioration of health. With respect to medical
 14 criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical
 15 condition that if left untreated would result in serious deterioration of health with initial intake
 16 conducted through Hospital’s emergency department.
 17
 18

19 II. SATISFACTION OF COUNTY OBLIGATIONS

20 In consideration of payments made by COUNTY through its Intermediary for Clinic Services
 21 provided to MSN Patients pursuant to the Agreement, COUNTY’s obligation to CONTRACTOR and
 22 persons for whom it may have any legal obligation to provide Clinic Services shall be satisfied.
 23
 24

25 III. CONDITIONS OF REIMBURSEMENT

26 A. As a condition of reimbursement through the Agreement, all claims for reimbursement of
 27 Clinic Services provided to Enrollees shall be:

- 28 1. Claims for Clinic Services provided during each Period of the Agreement, as enumerated in
 29 the Referenced Contract Provision of the Agreement, except for:
 - 30 a. Claims for Clinic Services covered by a court order.
 - 31 b. Claims for Clinic Services if eligibility for a person is established by COUNTY after
 32 the claims submission deadline for the applicable contract period.
- 33 2. Submitted electronically and completed in accordance with the Agreement. Paper claims
 34 shall not be accepted without prior authorization of ADMINISTRATOR.
- 35 3. Initially received by the Intermediary no later than ninety (90) calendar days following the
 36 date of service; provided, however, that claims shall be received no later than
 - 37 a. September 30, ~~2016~~ 2020 for Period One.

b. September 30, ~~2017~~2021 for Period Two.

c. September 30, ~~2018~~2022 for Period Three.

d. September 30, ~~2019~~2023 for Period Four.

e. September 30, 2024 for Period Five.

B. The Intermediary should initially approve or deny all claims no later than

1. October 31, ~~2016~~2020 for Period One.

2. October 31, ~~2017~~2021 for Period Two.

3. October 31, ~~2018~~2022 for Period Three.

4. October 31, ~~2019~~2023 for Period Four.

5. October 31, 2024 for Period Five.

C. The Intermediary should reimburse all approved claims as soon as possible, and in no event later than sixty (60) calendar days following the end of the month in which the claim was approved, unless otherwise approved by ADMINISTRATOR.

D. Except as otherwise specified, any unapproved claims for Clinic Services shall be void after

1. November 30, ~~2016~~2020 for Period One.

2. November 30, ~~2017~~2021 for Period Two.

3. November 30, ~~2018~~2022 for Period Three.

4. November 30, ~~2019~~2023 for Period Four.

5. November 30, 2024 for Period Five.

E. Exceptions to the above timelines may be allowed under the following conditions, which may be modified by ADMINISTRATOR at its sole discretion:

1. The Notice of Action establishing MSN eligibility was generated after June 30 of the applicable Period.

2. More information is requested by ADMINISTRATOR and/or Intermediary to further consider an appeal.

3. ADMINISTRATOR and/or Intermediary discover any irregularities in claims payment or denial.

4. Any payment for the above Clinic Claims occurring after December 31- shall be deemed "Exception Claims" and shall be paid from Exception Funding as provided for in COUNTY's agreement with the Intermediary.

F. CONTRACTOR must submit all Claims to Intermediary, whether or not, due to CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for reimbursement as specified in Paragraph VI of this Exhibit B to the Agreement.

G. Unless otherwise directed by ADMINISTRATOR, all Clinic claims shall be submitted to:

Advanced Medical Management, Inc.

5000 Airport Plaza Drive, Suite 150

Long Beach, CA 90815-1250

1 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Conditions of Reimbursement Paragraph of this Exhibit B to the Agreement.

3
4 **IV. CLAIM DENIAL/APEAL**

5 A. CONTRACTOR shall be notified, in writing, of the reason for any denial of a Clinic Claim(s).

6 B. Notice shall be deemed effective:

7 1. Three (3) calendar days from the date written notice is deposited in the United States mail,
8 first class postage prepaid; or

9 2. When Faxed, transmission confirmed; or

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

12 C. CONTRACTOR may resubmit denied claims to the Intermediary; provided, however,
13 CONTRACTOR shall complete any necessary corrective action, and resubmit the claim no later than
14 thirty (30) calendar days after notification of the rejection.

15 D. CONTRACTOR may appeal claims denied by the Intermediary to the Intermediary in
16 accordance with procedures set forth by ADMINISTRATOR in the MSN Provider Manual and as set
17 forth by Intermediary on the back of the Explanation of Benefits (EOB) form. Such appeal shall be
18 made, in writing using the appeal form required by the Intermediary, no later than thirty (30) calendar
19 days after notification of denial.

20 1. If all information necessary to review the appeal is submitted as required to the
21 Intermediary, Intermediary shall respond to the appeal within thirty (30) calendar days.

22 2. If the appeal is subsequently denied by the Intermediary, CONTRACTOR, within thirty
23 (30) calendar days of receipt of the denied appeal, may submit an appeal to the MPC.

24 E. If a denied claim is not resubmitted and/or appealed in writing to the Intermediary and/or MPC
25 within thirty (30) calendar days after notification of denial, the Intermediary's determination shall be
26 final, and CONTRACTOR shall have no right to further review of the claim.

27 F. All appeals of denied claims shall be heard and decided no later than

28 1. November 15, ~~2016~~2020 for Period One.

29 2. November 15, ~~2017~~2021 for Period Two.

30 3. November 15, ~~2018~~2022 for Period Three.

31 4. November 15, ~~2019~~2023 for Period Four.

32 5. November 15, 2024 for Period Five.

33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Claim
34 Denial/Appeal Paragraph of this Exhibit B to the Agreement.

35 //
36 //
37 //

V. THIRD PARTY, PRIMARY, OR OTHER INSURANCE CLAIMS

A. Reimbursement provided through the Agreement shall be payment of last resort. Prior to submitting any claim to the Intermediary for reimbursement of Clinic Services provided to an Enrollee, CONTRACTOR shall:

1. Use its reasonable best efforts to determine whether the claim is a third party, primary or other insurance covered claim.

2. Bill and use its reasonable best efforts to collect third party, primary or other insurance covered claims to the full extent of such coverage.

B. CONTRACTOR shall determine that a claim is not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement including, but not limited to, coverage defined in W&I Section 10020.

C. With submission of a claim, CONTRACTOR shall provide proof of denial to the Intermediary, if a third party, primary or other insurance denies coverage of the claim.

D. CONTRACTOR shall report to the Intermediary any payments received from a third party, primary or other insurance covered claims.

E. The Agreement shall not allow for reimbursement of deductibles and co-payments required by an Enrollee's third party, primary or other insurance coverage. The Agreement shall also not allow for reimbursement of co-payments required by the MSN Program.

F. CONTRACTOR shall provide the Intermediary such records and other documentation as the Intermediary may reasonably require to maintain centralized data collection and referral services in support of third party revenue recovery activities.

G. Provider Refunds Of Claims Covered By Other Payments

1. If CONTRACTOR, through its own efforts, identifies Medi-Cal coverage, third party settlement, primary or other insurance coverage for services reimbursed through the Agreement, CONTRACTOR shall, within thirty (30) calendar days of such identification, unless disputed in accordance with subparagraph G.2. below, to reimburse the Intermediary an amount equal to the MSN payment. If Medi-Cal coverage, third party settlement, primary or other insurance coverage is identified due to efforts of Intermediary's Third Party Recovery Services (Recovery Services) specified in subparagraph G.4. below, CONTRACTOR shall, within thirty (30) calendar days of notice from Recovery Services, unless disputed in accordance with subparagraph G.2. below, reimburse the Intermediary an amount equal to the MSN payment. Third-party settlement payments may be paid directly to COUNTY or Intermediary, as directed by ADMINISTRATOR.

2. Should CONTRACTOR wish to dispute the reimbursement of a MSN payment as a result of the identification of Medi-Cal coverage, third party settlement, primary or other insurance coverage either by CONTRACTOR or through Recovery Services, CONTRACTOR shall give written notice, within thirty (30) calendar days of notice of information, to ADMINISTRATOR's MSN Program Administrator or designee (MSN Administrator) setting forth in specific terms the existence and nature

1 of any dispute or concern related to the information provided through Recovery Services or the
 2 reimbursement due MSN. MSN Administrator shall have fifteen (15) business days following such
 3 notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual
 4 consent this period of time may be extended. If MSN Administrator determines that the recovery
 5 information is accurate and appropriate, CONTRACTOR shall, within thirty (30) calendar days of
 6 receipt, reimburse an amount equal to the MSN payment.

7 3. For purposes of computing the amount of reimbursement due from CONTRACTOR, the
 8 services provided an Enrollee shall be valued at the percentage of reimbursement for the applicable
 9 contract period, less any co-payments or other fees.

10 4. COUNTY has contracted for Third Party Recovery Services (Recovery Services) for the
 11 purpose of actively pursuing reimbursement of claims paid for MSN Enrollees later determined to be
 12 eligible for Medi-Cal or third party, primary or other insurance. CONTRACTOR shall reasonably
 13 cooperate in recovering these costs.

14 5. If any reimbursement due is not paid by CONTRACTOR in accordance with
 15 subparagraphs G.1., G.2., or G.4. above, the Intermediary shall reduce any payment due
 16 CONTRACTOR by an amount not to exceed the amount to be reimbursed.

17 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Third
 18 Party, Primary, or Other Insurance Claims Paragraph of this Exhibit B to the Agreement.

20 **VI. PAYMENTS TO CONTRACTING CLINICS**

21 A. Upon approval of Clinic Claims, with the exception of Clinic Claims for dental services, the
 22 Intermediary shall reimburse these claims at one hundred percent (100%) of the estimated CalOptima
 23 rate, less required co-payments to be collected by CONTRACTOR.

24 B. Claims for dental services shall be reimbursed at most recent version of State Medi-Cal
 25 (Denti-Cal) rates, less required co-payments to be collected by CONTRACTOR.

26 C. Required co-payments to be collected by CONTRACTOR are as follows:

27 1 CONTRACTOR shall collect a sixty dollar (\$60) co-payment from MSN Enrollees for
 28 each clinic visit.

29 a. If CONTRACTOR offers laboratory and/or radiology services and these services are
 30 provided on the same day as the Clinic Services, CONTRACTOR shall collect only the Clinic Services
 31 co-payment.

32 b. If CONTRACTOR offers laboratory and/or radiology services and these services are
 33 provide on a different day than the Clinic Services, CONTRACTOR shall also collect a co-payment
 34 from MSN Enrollees also receiving these services as follows:

35 1) \$45 for laboratory services (including blood draw if lab samples are sent off site)

36 2) \$65 for radiology services

37 ~~2) \$65 for radiology services~~

2. Regardless of the number of services or visits provided in a single day, only one (1) co-payment may be collected per day for services provided at CONTRACTOR's facility.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments to Contracting Clinics Paragraph of this Exhibit B to the Agreement.

VII. PAYMENTS FOR OUTPATIENT PHARMACY SERVICES

A. If CONTRACTOR elects to be an outpatient pharmaceutical provider, CONTRACTOR shall bill COUNTY's Pharmacy Benefits Manager and shall be reimbursed at rates to be negotiated by COUNTY with said Pharmacy Benefits Manager.

B. Only products identified on the MSN formulary shall be reimbursed. Products available over the counter shall not be reimbursed, including those products for which the prescribed dosage can be achieved through an increased dosage of an over the counter medication.

C. Unless otherwise directed by ADMINISTRATOR, all pharmacy claims shall be submitted electronically to COUNTY's Pharmacy Benefits Manager.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments for Outpatient Pharmacy Services Paragraph of this Exhibit B to the Agreement.

VIII. MEASURE H OBLIGATION

A. If ADMINISTRATOR determines that the Measure H Obligation has not been met by COUNTY for any Period, ADMINISTRATOR shall direct the Intermediary to distribute funds, in whole or in part, as determined by ADMINISTRATOR at its sole discretion, in accordance with the Measure H Obligation procedures for the Period specified herein that corresponds with the additional funding. Any amounts due CONTRACTOR shall be reduced by any outstanding amounts owed COUNTY.

B. Unless otherwise extended, in whole or in part, by ADMINISTRATOR, distribution of funds to meet the Measure H Obligation shall be accomplished no later than

1. December 31, ~~2016~~2020 for Period One.
2. December 31, ~~2017~~2021 for Period Two.
3. December 31, ~~2018~~2022 for Period Three.
4. December 31, ~~2019~~2023 for Period Four.
5. December 31, 2024 for Period Five

C. The Intermediary shall utilize the following procedures to compute amounts due to CONTRACTOR for Clinic Services to satisfy the Measure H Obligation.

1. Step 1: All Contracting Clinics Claims shall be calculated at percentages specified in this Exhibit B to the Agreement for Clinic Services and at rates specified in this Exhibit B to the Agreement for dental services, less required co-payments. The total reimbursement shall be adjusted for other

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1 insurance, voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed
2 charges less required co-payments or Allowable Charges less required co-payments, whichever is less.

3 2. Step 2: All payments to Clinics that have entered into a Letter of Agreement (LOA) to
4 provide services for the MSN Program shall be made in accordance with the terms of the LOA and this
5 Agreement.

6 3. Step 3: If the total of all payments made after completion of Step 1 through Step 2 are less
7 than the Measure H Obligation, additional reimbursement to meet the Measure H Obligation shall be
8 determined for Eligible Clinics. "Eligible Clinics" shall mean those clinics identified by
9 ADMINISTRATOR that:

10 a. Are either a Contracting Clinic or have an LOA to provide services for the MSN
11 Program; and,

12 b. Have executed an agreement with COUNTY to provide community clinic services
13 funded by Tobacco Settlement Revenue ("TSR Agreement"); and,

14 c. Have provided TSR Agreement eligible services in excess of the TSR Agreement
15 funding available to reimburse the Eligible Clinic for said services as follows:

16 1) TSR Agreement services provided during Fiscal Year ~~2015-16~~2019-20 shall be
17 used for Period One calculations.

18 2) TSR Agreement services provided during Fiscal Year ~~2016-17~~2020-21 shall be
19 used for Period Two calculations.

20 3) TSR Agreement services provided during Fiscal Year ~~2017-18~~2021-22 shall be
21 used for Period Three calculations.

22 4) TSR Agreement services provided during Fiscal Year ~~2018-19~~2022-2023 shall be
23 used for Period Four calculations.

24 5) TSR Agreement services provided during Fiscal Year 2023-2024 shall be used for
25 Period Five calculations.

26 4. Step 4: ADMINISTRATOR shall determine the number of excess TSR Agreement eligible
27 visits provided by each Eligible Clinic.

28 5. Step 5: ADMINISTRATOR shall proportionately distribute the amount of funding
29 calculated to meet the Measure H Obligation to each eligible clinic based on the number of excess TSR
30 Agreement eligible visits.

31 a. Except as provided in Step 7, the value of each type of visit shall be as specified in the
32 applicable TSR Agreement for the Period.

33 b. Funding distributed to Eligible Clinics shall be applied to the excess TSR Agreement
34 eligible visits with the highest assigned dollar value first, until the Measure H Obligation allocated to
35 the Eligible Clinic is exhausted.

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37 //

6. Step 6: Any funds distributed to an Eligible Clinic that are remaining after Step 5 shall be pooled and Step 5 shall be repeated for any Eligible Clinics with unfunded excess TSR Agreement eligible visits remaining until the Measure H Obligation is exhausted.

7. Step 7: Should any Measure H Obligation remain after all excess TSR Agreement eligible visits have been funded, ADMINISTRATOR may, at its sole discretion, increase the value of each type of visit in equal proportion to allow the Measure H Obligation to be met.

8. Step 8: After all calculations have been finalized, ADMINISTRATOR shall direct the Intermediary to make the Measure H Obligation payment to all Eligible Clinics.

D. All Funds in accounts maintained by the Intermediary relating to the term of the Agreement, which funds are remaining after distribution of the Measure H Obligation, and all other payments required by the Agreement have been made, shall be, in whole or in part, returned to COUNTY by the Intermediary or rolled over to a subsequent Period, as directed by ADMINISTRATOR.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Measure H Obligation Paragraph of this Exhibit B to the Agreement.

IX. SATISFACTION OF CLAIMS

A. Acceptance by CONTRACTOR of payments made by Intermediary in accordance with the Agreement shall be deemed satisfaction in full of any COUNTY obligation to CONTRACTOR with respect to those claims for Clinic Services for which payment has been made by COUNTY, notwithstanding CONTRACTOR’s right to appeal any denied claim, as provided for in Paragraph IV. of this Exhibit B to the Agreement and CONTRACTOR’s right to pursue co-payments due from MSN Patients.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Satisfaction of Claims Paragraph of this Exhibit B to the Agreement.

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