

**AMENDMENT 8
TO THE
COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES CONTRACT**

THIS AMENDMENT 8 is effective April 12, 2021, by and between the Orange County Health Authority, dba CalOptima, a public agency and the county organized health system for the County of Orange, California (“CalOptima”), and the County of Orange, through its division the Orange County Health Care Agency, a political subdivision of the State of California (“County”), with respect to the following facts:

RECITALS

- A. CalOptima and County entered into a Coordination and Provision of Public Health Care Services Contract (“Contract”), effective June 1, 2013, to set forth the manner in which their respective services shall be coordinated and County shall be reimbursed by CalOptima, as required by CalOptima’s contract with the State of California, Department of Health Care Services.
- B. County is distributing COVID-19 vaccinations according to a phased approach, as determined by the California Department of Public Health and the local health department.
- C. CalOptima received Board approval January 7, 2021 to implement the Homeless Health Initiative Vaccine Incentive Program to provide nonmonetary gift cards to CalOptima Medi-Cal Members experiencing homelessness for receiving up to two doses of COVID-19 vaccine through County or through other sources.
- D. CalOptima in partnership with County and other community stakeholders, has focused on developing a system of care that uses multifaceted approach to respond to the unique needs of members experiencing homelessness. CalOptima wishes to coordinate further with County to support COVID-19 vaccinations and public awareness to mitigate COVID-19 exposure and infection for individuals experiencing homelessness.
- E. CalOptima agrees to provide to County, and County agrees to distribute, nonmonetary incentives to CalOptima Medi-Cal Members who are experiencing homelessness when they receive the COVID-19 vaccinations.

NOW, THEREFORE, in recognition of the Recitals above, which are incorporated herein by this reference, and the mutual covenants, benefits, and promises contained herein, the receipt of which the Parties hereby acknowledge, County and CalOptima do hereby agree as follows:

- 1. Part XIII “Distribution of COVID-19 Vaccination Incentives” as set forth in the attachment hereto, entitled “Attachment A, Part XIII, DISTRIBUTION OF COVID-19 VACCINATION INCENTIVES” is hereby added to Attachment A of the Contract.
- 2. CONTRACT REMAINS IN FULL FORCE AND EFFECT – Except as specifically amended by this Amendment, all other conditions contained in the Contract shall continue in full force and effect. This Amendment is subject to approval by the Government Agencies and by the CalOptima Board of Directors.

IN WITNESS WHEREOF, CalOptima and County have executed this Amendment.

FOR COUNTY

FOR CALOPTIMA:

Signature

Signature

Print Name

Ladan Khamseh

Print Name

Title

Chief Operating Officer

Title

Date

Date

APPROVED AS TO FORM
Office of County Counsel
Orange County California

DocuSigned by:
Brittany McLean
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Deputy County Counsel

6/15/2021

Date

Attachment A, Part XIII

DISTRIBUTION OF COVID-19 VACCINATION INCENTIVES

I. Homeless Health Initiative Vaccine Incentive Program

CalOptima has implemented a one-year public health focused intervention to support vaccination and public health awareness to mitigate COVID-19 exposure and infection for individuals experiencing homelessness. CalOptima shall work with County and other community partners to support COVID-19 vaccination events, and will also encourage vaccinations by providing nonmonetary incentives (one \$25 gift card per vaccination) to CalOptima Members experiencing homelessness who receive up to two required doses of the COVID-19 vaccine through the County or through other community partners.

- A. CalOptima has allocated Homeless Health Initiative Vaccination Incentive Program funds, not to exceed \$400,000 to provide up to two \$25 nonmonetary gift cards to CalOptima Medi-Cal Members ages 14 and older, subject to any changes to the minimum age requirements for the COVID-19 vaccinations that may be issued by the Federal Drug Administration (FDA), who are experiencing homelessness who receive up to two required the COVID-19 vaccines. County understands that this Fund is not exclusive to CalOptima members experiencing homelessness who have received shots delivered by County or its designee; other providers in the community may also be providing vaccines and delivering gift cards under this program.
- B. CalOptima's provision of the nonmonetary gift cards shall be limited to the unspent CalOptima Intergovernmental Transfer ("IGT") dollars allocated for Homeless Health Initiative Vaccine Incentive Program Fund approved by the CalOptima Board of Directors. In no event will CalOptima's obligations exceed said remaining CalOptima IGT dollars specifically allocated for Homeless Health Initiative Vaccine Incentive Program Fund.

II. Responsibilities

A. CalOptima shall:

Provide County with a supply of \$25 nonmonetary gift cards for distribution to CalOptima Medi-Cal Members ages 14 and over, subject to any changes to the minimum age requirements for the COVID-19 vaccinations that may be issued by the Federal Drug Administration (FDA), who are experiencing homelessness who receive the COVID-19 vaccine. CalOptima's only obligation is to provide the gift cards to County for distribution to designated CalOptima Members. This obligation extends only to the available funds in the Homeless Health Initiative Vaccine Incentive Program, not to exceed \$400,000, for all Homeless Health Initiative members receiving the vaccinations through County or other community partners.

CalOptima has no responsibility to pay compensation to the County for the distribution of the gift cards and the County has no obligation to pay for the gift cards except in connection with a violation described in Section IV.A of this Attachment A, Part XIII.

B. County shall:

- 1. Establish a reasonable mechanism for safekeeping of the gift cards from loss, theft, or delivery to non-CalOptima Medi-Cal Members. The mechanism for safekeeping of the gift cards shall be mutually agreed upon between County and CalOptima.

2. Only use the gift cards consistent with this Part XIII of Attachment A.
3. Reasonably validate CalOptima Medi-Cal eligibility and Member's receipt of the COVID-19 vaccination prior to distributing the gift cards to Members as described in Section II.B.2 of this Attachment A, Part XIII.
4. Distribute the \$25 nonmonetary gift cards at County's COVID-19 vaccination events to CalOptima Medi-Cal Members ages 14 and older, subject to any changes to the minimum age requirements for the COVID-19 vaccinations that may be issued by the Federal Drug Administration (FDA), that are temporarily residing in designated homeless shelters or at identified hot spots, when the Member receives each dose of the COVID-19 vaccine at the COVID-19 vaccination event. The Member will receive one gift card for each of the two required doses received.
5. Return to CalOptima all nonmonetary gift cards that were not distributed to the designated CalOptima Members, within thirty (30) calendar days of County's completion of all COVID-19 vaccination events.

III. Reports

CalOptima will collaborate with County to develop a process for County to provide data to CalOptima that confirms at a minimum: (a) the date of delivery and number of gift cards received by County from CalOptima; (b) a list of eligible Medi-Cal Members that received one or two COVID-19 vaccine shots, including but not limited to Member name, Member CalOptima ID, and the date Member received the shot and was provided with the gift card for the shot; and (c) the number of gift cards remaining to be distributed. This Section shall survive the termination of this Attachment A - Part XIII so that a final report may be provided to CalOptima.

IV. Additional Provisions

- A. Unauthorized Use. County shall reasonably ensure use of the gift cards are solely as contemplated in this Part XIII of Attachment A. CalOptima retains the right to recover any gift card or face value of such gift card if it (or any of its regulators) determines that, as a result of County's negligence, the cards were not provided in accordance with (1) the terms of this Part XIII of Attachment A; or (2) applicable federal and state laws, regulations, guidance and/or funding source requirement (collectively, "Unauthorized Use").
- B. Indemnification. Notwithstanding Section 6.1 of the Contract, the Parties acknowledge that the indemnification obligations in this section IV.B of Part XIII of Attachment A apply to the subject matter addressed herein. County acknowledges that CalOptima is using Intergovernmental Transfer Funds to fund the Homeless Health Initiative Vaccine Incentive Program. County will without delay defend, hold harmless and indemnify CalOptima from and against any and all third party claims and liabilities that result from recapturing, recoupment or repayment of the IGT Funds (including reasonable attorneys' fees and reasonable expenses) and any amounts for fines, assessments, sanctions and/or civil penalties assessed or imposed, due to a disallowance of the IGT Funds by DHCS and/or the Centers for Medicare and Medicaid Services ("CMS") but only to the extent caused by County's Unauthorized Use as defined in section IV.A of Part XIII of Attachment A. Such claims and liabilities include, without limitation, attorneys' fees and reasonable expenses incurred to respond to informal or formal communications (e.g., subpoenas) from DHCS, CMS and/or other regulatory or law enforcement agencies. Acceptance by

CalOptima of any insurance certificates and endorsements required under the Contract does not relieve County from liability under the indemnification obligation herein. This provision shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

- C. Subcontracts. County shall assure that all subcontracts are in writing and include any requirements of this Attachment A, Part XIII that are appropriate to the service or activity and assure that the Subcontract shall not terminate legal liability of County under this Attachment A, Part XIII.
- D. Termination. This Attachment A, Part XIII shall terminate on December 31, 2021, unless sooner terminated as provided in this Contract; if the Homeless Health Initiative Vaccination Incentive Program funds are exhausted; or if the IGT 8 funds are recouped by DHCS or CMS.