

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
I. Alteration of Terms	5
II. Compliance.....	5
III. Confidentiality.....	8
IV. Delegation, Assignment, and Subcontracts	8
V. Employee Eligibility Verification	9
VI. Facilities, Payments and Services	9
VII. Indemnification and Insurance.....	9
VIII. Inspections and Audits	11
IX. Licenses and Laws.....	13
X. Nondiscrimination.....	14
XI. Notices	16
XII. Records Management and Maintenance.....	17
XIII. Severability.....	18
XIV. Status of Parties.....	19
XV. Term	19
XVI. Termination	19
XVII. Third Party Beneficiary	22
XVIII. Waiver of Default or Breach.....	22
Signature Page	23
<u>EXHIBIT A</u>	
I. Definitions	1
II. Clinic Obligations	4
III. Funding and Payments	9
IV. County Obligations	11
V. Committees/Groups	11

//
//
//
//
//

REFERENCED CONTRACT PROVISIONS

Master Agreement Term:

Clinic and Dental Services:

Period One means the period July 1, 2011 through June 30, 2012

Period Two means the period July 1, 2012 through June 30, 2013

Period Three means the period July 1, 2013 through December 31, 2013

Administrative/Claiming Responsibilities:

Period One means the period July 1, 2011 through December 31, 2012

Period Two means the period July 1, 2012 through December 31, 2013

Period Three means the period July 1, 2013 through June 30, 2014

CLINIC's Term:

Clinic Services: «BEGIN_SVC_DATE» through «END_SVC_DATE»

Administration/Claiming: «BEGIN_CLAIM_DATE» through «END_CLAIM_DATE»

Notices to COUNTY and CLINIC:

COUNTY: County of Orange Health Care Agency
 Contracts Development and Management
 405 W. 5th Street, Suite 600
 Santa Ana, CA 92701

CLINIC: «LC_NAME» «LC_DBA»
 «CONTACT»
 «ADDRESS»
 «CITY_STATE_ZIP»

CLINIC's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

I. ALTERATION OF TERMS

This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CLINIC with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

II. 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.

1. ADMINISTRATOR shall ensure that CLINIC is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. CLINIC has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own.

3. If CLINIC elects to adopt ADMINISTRATOR's Compliance Program, then CLINIC shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

4. If CLINIC elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CLINIC's Compliance Program is accepted. CLINIC shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

6. Upon approval of CLINIC's Compliance Program by ADMINISTRATOR's Compliance Officer, CLINIC shall acknowledge existence of ADMINISTRATOR's Compliance Program, and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CLINIC's Compliance Program and related policies and procedures.

7. Failure of CLINIC to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

//

1 1. ADMINISTRATOR shall ensure that CLINIC is made aware of ADMINISTRATOR's
2 Code of Conduct.

3 2. CLINIC has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its
4 own.

5 3. If CLINIC elects to have its own Code of Conduct, then it shall submit a copy of its code of
6 Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

7 4. ADMINISTRATOR's Compliance Officer shall determine if CLINIC's Code of Conduct is
8 accepted. Clinic shall take necessary action to meet said standards or shall be asked to acknowledge and
9 agree to the ADMINISTRATOR's Code of Conduct.

10 5. Upon approval of CLINIC's Code of Conduct by ADMINISTRATOR, CLINIC shall
11 ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or
12 duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made
13 aware of CLINIC's Code of Conduct.

14 6. If CLINIC elects to adhere to ADMINISTRATOR's Code of Conduct then CLINIC shall
15 submit to ADMINISTRATOR a signed acknowledgement and agreement that CLINIC shall comply
16 with ADMINISTRATOR's Code of Conduct.

17 7. Failure of CLINIC to timely submit the acknowledgement of ADMINISTRATOR's Code of
18 Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within
19 sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
20 termination of this Agreement as to the non-complying party.

21 C. COVERED INDIVIDUALS - CLINIC shall screen all Covered Individuals employed or
22 retained to provide services related to this Agreement to ensure that they are not designated as
23 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services
24 Administration's List of Parties Excluded from Federal Programs and the Health and Human
25 Services/Office of Inspector General List of Excluded Individuals/Entities.

26 1. Ineligible Person shall be any individual or entity who:

27 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
28 federal health care programs; or

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

32 2. CLINIC shall screen prospective Covered Individuals prior to hire or engagement. CLINIC
33 shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

34 3. CLINIC shall screen all current Covered Individuals and subcontractors annually to ensure
35 that they have not become Ineligible Persons. CLINIC shall also request that its subcontractors use their
36 best efforts to verify that they are eligible to participate in all federal and State of California health
37 programs and have not been excluded or debarred from participation in any federal or state health care

1 programs, and to further represent to CLINIC that they do not have any Ineligible Person in their employ
2 or under contract.

3 4. Covered Individuals shall be required to disclose to CLINIC immediately any debarment,
4 exclusion or other event that makes the Covered Individual an Ineligible Person. CLINIC shall notify
5 ADMINISTRATOR immediately upon such disclosure.

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

12 6. CLINIC shall notify ADMINISTRATOR immediately upon becoming aware that a Covered
13 Individual or entity is currently excluded, suspended or debarred, or is identified as such after being
14 sanction screened. Such individual or entity shall be immediately removed from participating in any
15 activity associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is
16 necessary, as a result of services furnished by the ineligible person or individual, from CLINIC for
17 services provided by ineligible person or individual.

18 D. REIMBURSEMENT STANDARDS

19 1. CLINIC shall take reasonable precaution to ensure that the coding of health care claims,
20 billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are
21 consistent with federal, state and county laws and regulations.

22 2. CLINIC shall not knowingly submit false, fraudulent, inaccurate or fictitious claims for
23 payment or reimbursement of any kind.

24 3. CLINIC shall bill only for those eligible services actually rendered which are also fully
25 documented. When such services are coded, CLINIC shall use accurate billing codes to accurately
26 describe the services provided and to ensure compliance with all billing and documentation
27 requirements.

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

30 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
31 and Provider Compliance Training, where appropriate, available to Covered Individuals.

32 1. CLINIC shall use its best efforts to encourage completion by Covered Individuals;
33 provided, however, that at a minimum CLINIC shall assign at least one (1) designated representative to
34 complete all Compliance Trainings when offered.

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

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

1 4. Each Covered Individual attending training shall certify, in writing, attendance at
2 compliance training. CLINIC shall retain the certifications. Upon written request by
3 ADMINISTRATOR, CLINIC shall provide copies of the certifications.

4
5 **III. CONFIDENTIALITY**

6 A. Each party shall maintain the confidentiality of all records, including billings and any audio
7 and/or video recordings, in accordance with all applicable federal and state codes and regulations, as
8 they now exist or may hereafter be amended or changed.

9 B. Prior to providing any services pursuant to this Agreement, all CLINIC members of the Board
10 of Directors or its designee or duly authorized agent, employees, consultants, subcontractors, and
11 volunteer staff or interns of CLINIC shall agree, in writing, with CLINIC to maintain the confidentiality
12 of any and all information and records which may be obtained in the course of providing such services.
13 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
14 of CLINIC's members of the Board of Directors or its designee or duly authorized agent, employees,
15 consultants, subcontractors, volunteer staff or interns.

16
17 **IV. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

18 A. CLINIC may not delegate the obligations hereunder, either in whole or in part, without prior
19 written consent of COUNTY; provided, however, obligations undertaken by CLINIC pursuant to this
20 Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in
21 advance, in writing, by ADMINISTRATOR, meet the requirements of this Agreement as they relate to
22 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may
23 require.

24 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
25 subcontract upon five (5) calendar days written notice to CLINIC if the subcontract subsequently fails to
26 meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

27 2. No subcontract shall terminate or alter the responsibilities of CLINIC to COUNTY pursuant
28 to this Agreement. CLINIC may not assign the rights hereunder, either in whole or in part, without the
29 prior written consent of COUNTY.

30 3. ADMINISTRATOR may disallow, from payments otherwise due CLINIC, amounts
31 claimed for subcontracts not approved in accordance with this paragraph.

32 //
33 //

34 4. This provision shall not be applicable to service agreements usually and customarily entered
35 into by CLINIC to obtain or arrange for supplies, technical support, professional services, or medical
36 services not necessarily provided directly by any clinic.

37 B. If CLINIC is deemed to be a nonprofit corporation, any change from a nonprofit corporation to

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

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

12

13 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

14 CLINIC attests that it shall fully comply with all federal and state statutes and regulations regarding
 15 the employment of aliens and others and to ensure that employees, performing work under this
 16 Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations.
 17 CLINIC shall obtain, from all employees, performing work hereunder, all verification and other
 18 documentation of employment eligibility status required by federal or state statutes and regulations
 19 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq.,
 20 as they currently exist and as they may be hereafter amended. CLINIC shall retain all such
 21 documentation for all covered employees, for the period prescribed by the law.

22

23 **VI. FACILITIES, PAYMENTS AND SERVICES**

24 A. CLINIC agrees to provide the services, staffing, facilities, any equipment and supplies, and
 25 reports in accordance with Exhibits A and B to this Agreement. COUNTY shall compensate, and
 26 authorize in accordance with this Agreement, said services. CLINIC shall operate continuously
 27 throughout the term of this Agreement with at least the minimum number and type of staff which meet
 28 applicable federal and state requirements, and which are necessary for the provision of the services
 29 hereunder.

30 B. CLINIC shall, at its own expense, provide and maintain the organizational and administrative
 31 capabilities required to carry out its duties and responsibilities under this Agreement and in accordance
 32 with all applicable statutes and regulations pertaining to clinic service providers.

33 //

34 **VII. INDEMNIFICATION AND INSURANCE**

35 A. CLINIC agrees to indemnify, defend and hold COUNTY, its elected and appointed officials,
 36 officers, employees, agents and those special districts and agencies for which COUNTY's Board of
 37 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,

1 demands, including defense costs, or liability of any kind or nature, including but not limited to personal
2 injury or property damage, arising from or related to the services, products or other performance
3 provided by CLINIC pursuant to this Agreement. If judgment is entered against CLINIC and COUNTY
4 by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or
5 COUNTY INDEMNITEES, CLINIC and COUNTY agree that liability will be apportioned as
6 determined by the court. Neither party shall request a jury apportionment.

7 B. COUNTY agrees to indemnify, defend and hold CLINIC, its officers, employees, agents,
8 directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense
9 costs, or liability of any kind or nature, including but not limited to personal injury or property damage,
10 arising from or related to the services, products or other performance provided by COUNTY pursuant to
11 this Agreement. If judgment is entered against COUNTY and CLINIC by a court of competent
12 jurisdiction because of the concurrent active negligence of CLINIC, COUNTY and CLINIC agree that
13 liability will be apportioned as determined by the court. Neither party shall request a jury
14 apportionment.

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

19 D. Without limiting CLINIC's indemnification, CLINIC attests that it is self-insured or shall
20 maintain in force at all times during the term of this Agreement, the policy or policies of insurance
21 covering its operations placed with reputable insurance companies in amounts as specified in the
22 Referenced Contract Provisions on Page 4 of this Agreement. Upon request by ADMINISTRATOR,
23 CLINIC shall provide evidence of such insurance.

24 E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
25 reputable insurance companies licensed to do business in the State of California which insures the perils
26 of bodily injury, medical, professional liability, and property damage. Upon request by CLINIC,
27 COUNTY shall provide evidence of such insurance.

28 F. All insurance policies except Workers' Compensation and Employer's Liability, shall contain
29 the following clauses:

30 1. "The County of Orange is included as an additional insured with respect to the operations of
31 the named insured performed under contract with the County of Orange."

32 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess
33 of, and not contribute with, insurance provided by this policy."

34 3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30)
35 calendar days written notice has been given to Orange County HCA/ Contract Development and
36 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

37 G. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be

1 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

3 **VIII. INSPECTIONS AND AUDITS**

4 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
5 of the State of California, the Secretary of the United States Department of Health and Human Services,
6 the Comptroller General of the United States, or any of their authorized representatives, shall have
7 access to any books, documents, and records, including but not limited to, medical and client records, of
8 CLINIC that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
9 complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the
10 periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement.
11 Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
12 this Agreement, and the premises in which they are provided; provided, however, such inspections shall
13 not interfere with the delivery of patient care.

14 1. These audits, reviews, evaluations, or examinations may include, but are not limited to, the
15 following:

16 a. Level and quality of care, including the necessity and appropriateness of the services
17 provided.

18 b. Internal procedures for assuring efficiency, economy, and quality of care.

19 c. Grievances relating to medical care, and their disposition, or other types of complaints
20 or problems.

21 d. Financial records when determined necessary to protect public funds.

22 2. COUNTY shall provide CONTRACTOR with at least fifteen (15) days written prior notice
23 of such inspections or evaluations; provided, however, that the California Department of Health Care
24 Services, or duly authorized representative, which may include COUNTY, shall be required to provide
25 at least seventy-two (72) hours notice for its onsite inspections and evaluations. Unannounced
26 inspections, evaluations, or requests for information may be made in those situations where arrangement
27 of an appointment beforehand is not possible or is inappropriate due to the nature of the inspection or
28 evaluation.

29 3. CLINIC agrees, until three (3) years after the termination of the contract between COUNTY
30 and the California Department of Health Care Services for Low Income Health Program Funding, to
31 permit the California Department of Health Care Services, or any duly authorized representative, to have
32 access to, examine, or audit any pertinent books, documents, papers and records (collectively referred to
33 as "records") related to this Agreement and to allow interviews of any employees who might reasonably
34 have information related to such records.

35 a. If this Agreement is terminated prior to the termination of the contract between
36 COUNTY and the California Department of Health Care Services, CLINIC shall ensure records are
37 made available for a period of three (3) years from the date the last service was rendered under this

1 Agreement.

2 b. If any litigation, claim, negotiation, audit or other action involving the records has been
3 started before the expiration of the three (3) year period, the related records shall be retained until
4 completion and resolution of all issues arising there from or until the end of the three (3) year period,
5 whichever is later.

6 B. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

7 1. This Agreement includes federal funds paid to CLINIC. The CFDA number and associated
8 information for federal funds paid through this Agreement are specified below:

9
10 CFDA Term: November 1, 2010 through October 31, 2015
11 CFDA No.: 93.778
12 Program Title: California Bridge to Reform Demonstration
13 Federal Agency: Centers for Medicare & Medicaid Services (CMS)
14 Award Name: Low Income Health Program
15 Annual Amounts: Will vary depending on actual services provided/claimed
16

17 2. CLINIC may be required to have an audit conducted in accordance with federal OMB
18 Circular Number A-133. CLINIC shall be responsible for complying with any federal audit
19 requirements within the reporting period specified by OMB Circular Number A-133.

20 3. If the CFDA information listed above is revised, ADMINISTRATOR shall notify CLINIC
21 in writing of said revisions.

22 C. CLINIC shall actively participate and cooperate with any person specified in subparagraph A.
23 above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall
24 provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
25 Such office space must be capable of being locked and secured to protect the work of said persons
26 during the period of their evaluation.

27 D. AUDIT RESPONSE

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

34 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
35 by CLINIC to COUNTY, or payment of sums due from COUNTY to CLINIC, said funds shall be due
36 and payable from one party to the other within sixty (60) calendar days of receipt of the audit results.
37 Payment from COUNTY to CLINIC shall not cause COUNTY to exceed the Aggregate Maximum

Obligation as specified in the Referenced Contract Provisions of this Agreement. If reimbursement is due from CLINIC to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CLINIC by an amount not to exceed the reimbursement due COUNTY.

IX. LICENSES AND LAWS

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

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

1. CLINIC shall comply with the applicable terms and conditions of the contract between COUNTY and the California Department of Health Care Services (“Department”) relating to the provision of services reimbursed with Low Income Health Program Funding. COUNTY shall provide CLINIC with a copy of any new or amended contract with Department as soon as it is available. CLINIC shall notify ADMINISTRATOR within thirty (30) calendar days of any inability of CLINIC to comply with the terms and conditions of COUNTY’s contract with Department.

2. CLINIC shall comply with all requirements of Section 114 of the Clean Air Act, as amended, and Section 308 of the Federal Water Pollution Control Act respectively relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued there under.

3. CLINIC shall not perform services required by this Agreement in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities unless and until the EPA eliminates the name of such facility from such listing.

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

//

C. The parties acknowledge that each is a Covered Entity, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and is responsible for complying with said regulations for purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own purposes. Except as otherwise limited by said regulations or law, CLINIC shall provide to COUNTY,

1 and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on behalf of,
2 CLINIC as specified in this Agreement, provided that such use or disclosure would not violate the
3 Privacy Rule if done by CLINIC or the Minimum Necessary policies and procedures of CLINIC as
4 required and/or defined by HIPAA.

5 D. CLINIC attests, to the best of its knowledge, that all physicians providing services at CLINIC,
6 under this Agreement, are and will continue to be as long as this Agreement remains in effect, the
7 holders of currently valid licenses to practice medicine in the State of California and are members in
8 “good standing” of the medical staff of CLINIC’s facility.

9 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10 1. CLINIC agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the
11 award of this Agreement:

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

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

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

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

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

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

30 //
31 //
32 //
33 //

34 **X. NONDISCRIMINATION**

35 A. EMPLOYMENT

36 1. During the performance of this Agreement, CLINIC shall not unlawfully discriminate
37 against any employee or applicant for employment because of his/her ethnic group identification, race,

1 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation,
 2 medical condition, or physical or mental disability. CLINIC shall attest that the evaluation and treatment
 3 of employees and applicants for employment are free from discrimination in the areas of employment,
 4 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
 5 pay or other forms of compensation; and selection for training, including apprenticeship. There shall be
 6 posted in conspicuous places, available to employees and applicants for employment, notices from
 7 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
 8 the provisions of the Equal Opportunity clause.

9 2. All solicitations or advertisements for employees placed by or on behalf of CLINIC and its
 10 subcontractors shall state that all qualified applicants will receive consideration for employment without
 11 regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 12 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 13 Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer" or
 14 "EOE".

15 3. CLINIC shall give written notice of its obligations under this Equal Opportunity Clause to
 16 each labor union or representative of workers with which CLINIC has a collective bargaining agreement
 17 or other contract or understanding.

18 4. In the event of non-compliance with this paragraph, or as otherwise provided by federal or
 19 state law, this Agreement may be terminated or suspended in whole or in part and CLINIC may be
 20 declared ineligible for future contracts involving federal or state funds passed through COUNTY.

21 B. SERVICES, BENEFITS, AND FACILITIES - For all patients with the same medical need or
 22 condition, CLINIC shall not discriminate in the provision of services, the allocation of benefits, or in the
 23 accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, creed,
 24 color, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or
 25 physical or mental disability pursuant to all applicable federal and state laws and regulations, as all may
 26 now exist or be hereafter amended or changed.

27 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
 28 following based on one or more of the factors identified above:

- 29 a. Denying a client or potential client any service, benefit, or accommodation.
- 30 b. Providing any service or benefit to a client which is different or is provided in a
 31 different manner or at a different time from that provided to other clients.
- 32 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 33 by others receiving any service or benefit.
- 34 d. Treating a client differently from others in satisfying any admission requirement or
 35 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 36 any service or benefit.
- 37 e. Assignment of times or places for the provision of services.

1 Page 4 of this Agreement or as otherwise directed by ADMINISTRATOR; or

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

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

8 D Any party to this Agreement may change the address at which it wishes to receive notice by
9 giving notice to the other party in the manner set forth above.

10 E. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
11 ADMINISTRATOR.

12
13 **XII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

20 2. CLINIC shall keep and maintain records of each service rendered to each Medical Services
21 Initiative (MSI) Patient, as defined in Exhibit A to this Agreement, the MSI Patient to whom the service
22 was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR
23 or the California Department of Health Care Services may require.

24 3. CLINIC shall maintain books, records, documents, and other evidence, accounting
25 procedures, and practices sufficient to reflect properly all direct and indirect cost of whatever nature
26 claimed to have been incurred in the performance of this Agreement and in accordance with Medicare
27 principles of reimbursement and generally accepted accounting principles.

28 4. CLINIC shall ensure the maintenance of medical records required by Sections 70747
29 through and including 70751 of the California Code of Regulations, as they exist now or may hereafter
30 be amended, the medical necessity of the service, and the quality of care provided. Records shall be
31 maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations, as it
32 exists now or may hereafter be amended.

33 //

34 B. CLINIC shall implement and maintain administrative, technical and physical safeguards to
35 ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use
36 or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996
37 (HIPAA), or any other related federal and state regulations. CLINIC shall mitigate to the extent

1 | practicable, the known harmful effect of any use or disclosure of protected health information made in
2 | violation of federal or state regulations.

3 | C. CLINIC may retain participant, client, and/or patient documentation electronically in accordance
4 | with the terms of this Agreement and common business practices. If documentation is retained
5 | electronically, CLINIC shall, in the event of an audit or site visit:

6 | 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
7 | or site visit.

8 | 2. Provide auditor or other authorized individuals access to documents via a computer terminal
9 | in a manner to be determined by CLINIC, consistent with CLINIC's electronic records security and
10 | federal and state law.

11 | 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
12 | requested.

13 | D. CLINIC shall ensure compliance with requirements pertaining to the privacy and security of
14 | Personally Identifiable Information (PII) and/or Protected Health Information (PHI). CLINIC shall,
15 | upon discovery of a breach of privacy and/or security of PII and/or PHI by CLINIC, notify federal and/or
16 | state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

17 | E. CLINIC may be required to pay any costs associated with a breach of privacy and/or security of
18 | PII and/or PHI, including but not limited to the costs of notification. CLINIC shall pay any and all such
19 | costs arising out of a breach of privacy and/or security of PII and/or PHI.

20 | F. CLINIC shall retain all participant, client, and/or patient medical records for seven (7) years
21 | following discharge of the participant, client and/or patient.

22 | G. CLINIC shall retain all financial records for a minimum of seven (7) years from the
23 | commencement of the contract, unless a longer period is required due to legal proceedings such as
24 | litigations and/or settlement of claims.

25 | H. CLINIC shall make records pertaining to the costs of services, participant fees, charges, billings,
26 | and revenues available at one (1) location within the limits of the County of Orange.

27 | I. If CLINIC is unable to meet the record location criteria above, ADMINISTRATOR may
28 | provide written approval to CLINIC to maintain records in a single location, identified by CLINIC.

29 | J. CLINIC may be required to retain all records involving litigation proceedings and settlement of
30 | claims for a longer term which shall be reasonably directed by ADMINISTRATOR.

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

36 | **XIII. SEVERABILITY**

1 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 2 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 3 federal, state, or COUNTY statute, ordinance, or regulation, the remaining provisions of this Agreement
 4 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall
 5 remain in full force and effect, and to that extent the provisions of the Agreement are severable.

6 7 **XIV. STATUS OF PARTIES**

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

18 19 **XV. TERM**

20 This specific Agreement with CLINIC is only one of several agreements to which the term of this
 21 Master Agreement applies. The term of this Master Agreement and the specific term for CLINIC shall
 22 be as specified in the Referenced Contract Provisions of this Agreement; and provided further that the
 23 parties shall continue to be obligated to comply with the requirements and perform the duties specified
 24 in this Agreement. Such duties include, but are not limited to, obligations with respect to claims
 25 processing, reimbursement, reporting, indemnification, audits, and accounting.

26 27 **XVI. TERMINATION**

28 A. Either party may terminate this Agreement without cause, upon thirty (30) calendar days notice
 29 given the other party.

30 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
 31 five (5) calendar days if CLINIC fails to perform any of the terms of this Agreement. At

32 //

33 ADMINISTRATOR's sole discretion, CLINIC may be allowed up to thirty (30) calendar days for
 34 corrective action.

35 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
 36 of any of the following events:

- 37 1. The loss by CLINIC of legal capacity.

- 1 2. Cessation of services.
- 2 3. The delegation or assignment of CLINIC’s services, operation or administration to another
- 3 entity without the prior written consent of COUNTY.
- 4 4. The neglect by any physician or licensed person employed by CLINIC of any duty required
- 5 pursuant to this Agreement.
- 6 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
- 7 Agreement.
- 8 6. The continued incapacity of any physician or licensed person to perform duties required
- 9 pursuant to this Agreement.
- 10 7. Unethical conduct or malpractice by any physician or licensed person providing services
- 11 pursuant to this Agreement; provided, however, COUNTY may waive this option if CLINIC removes
- 12 such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

13 D. Neither party shall be liable nor deemed to be in default for any delay or failure in performance
 14 under this Agreement or other interruption of service or employment deemed resulting, directly or
 15 indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires,
 16 explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or
 17 other work interruptions by a party’s officers, agents, employees, affiliates, or subcontractors, or any
 18 similar cause beyond the reasonable control of any party to this Agreement. However, all parties shall
 19 make good faith efforts to perform under this Agreement in the event of any such circumstance.

20 E. If a court of competent jurisdiction determines that Eligible Persons are fully covered by the
 21 State of California Medi-Cal Program, or any other state program, all obligations and rights related to
 22 such persons under this Agreement shall be suspended while such court order is effective, or CLINIC
 23 and COUNTY shall have the right to terminate this Agreement upon ten (10) calendar days prior written
 24 notice given the other parties and without any cure period, notwithstanding any other prior or subsequent
 25 provisions of this Agreement. In the event of any suspension or termination pursuant to this Agreement,
 26 deposits of funding and reimbursement to any party shall be adjusted to reflect the obligations and duties
 27 thereby reduced.

28 F. CONTINGENT FUNDING

- 29 1. Any obligation of COUNTY under this Agreement shall be contingent upon the following:
 - 30 a. The continued availability of sufficient federal, state, and COUNTY funds for
 - 31 reimbursement of COUNTY’s expenditures, and
 - 32 //
 - 33 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
 - 34 approved by the Board of Supervisors.
- 35 2. In the event such funding is subsequently reduced or terminated; COUNTY may terminate
- 36 or renegotiate this Agreement upon thirty (30) calendar days written notice given CLINIC.
 - 37 a. COUNTY may reduce the MSI Base Funding and its obligations to make payments

1 under this Agreement, or terminate this Agreement, upon thirty (30) calendar days written notice to
2 CLINIC.

3 b. Clinic may terminate this Agreement; provided, however, CLINIC shall give thirty (30)
4 days prior written notice to COUNTY, which notice shall be given no later than thirty (30) days after
5 notice by COUNTY of its intent to reduce MSI Base Funding, without any cure period, notwithstanding
6 any other prior or subsequent provisions of this Agreement.

7 c. COUNTY may reduce Low Income Health Program (“LIHP”) Funding and its
8 obligations to make payments for services funded through the Coverage Initiative Program under this
9 Agreement upon thirty (30) calendar days written notice to CLINIC. The parties agree that such
10 reduction may necessitate that CLINIC substantially reduce or terminate its provisions of services
11 funded through LIHP Funding. CLINIC shall give thirty (30) calendar days prior written notice to
12 COUNTY of any reduction or termination of LIHP services, which notice shall be given no later than
13 thirty (30) calendar days after notice by COUNTY of its intent to reduce LIHP Funding.

14 G. AMENDMENT

15 1. In the event of a formal amendment to this Agreement which increases the amount of
16 funding to the Clinic Pool and which requires formal execution by both COUNTY and CLINIC
17 (Amendment), CLINIC shall return a fully executed Amendment to ADMINISTRATOR within sixty
18 (60) days of ADMINISTRATOR’s delivery to CLINIC of said Amendment to be executed by
19 Contracting Clinics.

20 2. If CLINIC does not return a fully executed Amendment by the date specified, COUNTY
21 may terminate this Agreement; provided, however, COUNTY shall first notify CLINIC and then give
22 thirty (30) days prior written notice to CLINIC, which notice shall be given no later than fifteen (15)
23 days after the fully executed Amendment was due to ADMINISTRATOR. At ADMINISTRATOR’s
24 discretion, a cure period may be provided to CLINIC.

25 H. In the event this Agreement is terminated by either party, after receiving or providing a Notice
26 of Termination, CLINIC shall do the following:

27 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
28 is consistent with recognized standards of quality of care and prudent business practice for clinics in the
29 communities in which CLINIC is located.

30 2. Until the date of termination, continue to provide the same level of service required by this
31 Agreement.

32 //

33 3. Until the date of termination, continue to be reimbursed by COUNTY for provision of
34 services specified herein.

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

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

3 I. The rights and remedies of COUNTY and CLINIC provided in this Termination Paragraph shall
4 not be exclusive, and are in addition to any other rights and remedies provided by law or under this
5 Agreement.

6
7 **XVII. THIRD PARTY BENEFICIARY**

8 No party hereto intends that this Agreement shall create rights hereunder in third parties including,
9 but not limited to, any subcontractors or any patients provided services hereunder.

10
11 **XVIII. WAIVER OF DEFAULT OR BREACH**

12 Waiver by either party of any default by any other party shall not be considered a waiver of any
13 subsequent default. Waiver by either party of any breach by any other party of any provision of this
14 Agreement shall not be considered a waiver of any subsequent breach. Waiver by any party of any
15 default or any breach by any other party shall not be considered a modification of the terms of this
16 Agreement.

17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //

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

3
4 «UC_NAME» «UC_DBA»
5

6
7
8 BY: _____ DATED: _____
9

10 TITLE: _____
11

12 BY: _____ DATED: _____
13

14 TITLE: _____
15
16
17
18

19 COUNTY OF ORANGE
20

21
22 BY: _____ DATED: _____
23

24 HEALTH CARE AGENCY
25

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

30 BY: _____ DATED: _____
31

32 DEPUTY
33

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 CLINIC SERVICES
 FOR THE
 MEDICAL SERVICES INITIATIVE PROGRAM
 WITH
 «UC_NAME» «UC_DBA»
 JULY 1, 2011 THROUGH DECEMBER 31, 2012

I. DEFINITIONS

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. “All Providers” or “Providers” means Contracting Hospitals, Contracting Clinics, Receiving Hospitals and Other Providers of Medical Services for the MSI Program.

B. “Allowable Charges” or “Allowable Costs” means:

~~1. For non-FQHC Clinics, an amount, as determined by ADMINISTRATOR, not to exceed of one hundred twenty-six percent (126%) for Period One, one hundred thirteen percent (113%) for Period Two, and one hundred percent (100%) for Period Three, of the average Orange County’s Medi-Cal Program reimbursement rates for the most utilized billing codes by Contracting Clinics, for each period of the Agreement, for charges that are determined by Intermediary to be attributable to reimbursable services to Eligible Persons in accordance with the Agreement.~~

1. For non-FQHC Clinics, the reimbursement rates listed below in 1.a. through 1.c. are estimated percentages from the average reimbursement rate(s) used by Orange County’s Medi-Cal Program for the most utilized billing codes by Contracting Clinics for charges that are determined by the Intermediary to be attributable to reimbursable services to Eligible Persons in accordance with the Agreement.

a. For services provided July 1, 2011 through June 30, 2012, a maximum of one hundred twenty six percent (126%).

b. For services provided July 1, 2012 through June 30, 2013, a maximum of one hundred thirteen percent (113%).

c. For services provided July 1, 2013 through December 31, 2013, a maximum of one hundred percent (100%).

d. The above percentages may be modified by ADMINISTRATOR in accordance with Paragraph IX.E. of Exhibit B to the Agreement.

2. For FQHC Clinics, an amount or amounts equivalent to CLINIC’s Prospective Payment System (PPS) Rate(s) in effect during each period of the Agreement and in accordance with the STCs and the LIHP Agreement. The PPS rate is the per visit rate negotiated between CLINIC and

1 Department, which rate may vary by location if CLINIC has more than one site designated as an FQHC
2 Clinic.

3 C. "Claimable Services" means Clinic Services provided to all persons meeting MSI Eligibility as
4 specified in the STCs and the LIHP Agreement.

5 D. "Clinic," for purposes of the Agreement, means a health care facility designated as a
6 Community Clinic by the State of California that is located in the County of Orange.

7 E. "Clinic Claims" means a claim submitted by a Contracting Clinic for reimbursement of Clinic
8 Services.

9 F. "Clinic Funding" means the amount of all funding identified, for each period of the Agreement,
10 for reimbursement of Clinic Services.

11 G. "Clinic Services" means any medical service provided by a Contracting Clinic. As a result of
12 LIHP Funding, Clinic Services may also include preventive services and early intervention.

13 //

14 H. "Contracting Clinic" means a clinic that has executed a Clinic Services for the Medical Services
15 Initiative Program Agreement with COUNTY that is the same as the Agreement.

16 I. "Dental Funding" means the amount of all funding identified, for each period of the Agreement,
17 for reimbursement of Dental Services.

18 J. "Dental Services" means Clinic Services relating to or used on the teeth to prevent serious
19 deterioration of health, as well as preventive and early intervention services as may be allowed in
20 accordance with the STCs.

21 K. "Department" means the California Department of Health Care Services.

22 L. "Federally Qualified Health Center" or "FQHC Clinic" means a Contracting Clinic that has also
23 executed an agreement with the Centers for Medicare & Medicaid Services (CMS) and is receiving a
24 federal grant under §330 of the Public Health Services Act (§330 grant). For the purposes of the
25 Agreement, FQHC Clinics shall also include a Contracting Clinic designated as an FQHC Look-Alike,
26 which has been determined by CMS to meet the requirements for receiving a §330 grant, but not actually
27 receiving such a grant.

28 M. "Final Settlement" means the final reimbursement to CLINIC and Other Providers, as specified
29 in Paragraph IX. of Exhibit B to the Agreement.

30 N. "Fiscal Year" means the period commencing July 1 and ending June 30.

31 O. "Funds" means any payments, transfers, or deposits made by COUNTY, and any refunds,
32 repayments, adjustments, earned interest or other payments made by, or recovered from, CLINIC or
33 Other Provider, patient, third-party, or other entity as the result of any duty arising from the Agreement.

34 P. "Intermediary" means the organization, under a separate agreement dated August 9, 2011, and
35 any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of
36 reimbursing All Providers in accordance with the Agreement and other specified Agreements for the
37 MSI Program.

1 Q. "Low Income Health Program" or "LIHP" means funding provided through COUNTY's
 2 contract with Department for expanded health care coverage including increasing the number of MSI
 3 Eligibles who are provided Clinic Services and Dental Services and providing preventive services and
 4 early intervention.

5 R. "Low Income Health Program Agreement" or "LIHP Agreement" means the agreement for
 6 California Department of Health Care Services for participation in the Low Income Health Program
 7 effective for services provided November 1, 2010 and after.

8 S. "Maintenance of Effort" or "MOE" means the minimum amount of non-federal MSI funding
 9 required during each Fiscal Year, in accordance with the LIHP Agreement, to maintain the same level of
 10 MSI Funding that was actually expended for the MSI Program during FY 2006-07.

11 //

12 //

13 T. "Medical Home" means a Physician or Contracting Clinic that coordinates a cooperative team
 14 of healthcare professionals, takes collective responsibility for the care provided to the MSI Patient, and
 15 arranges for appropriate care with other qualified providers as needed.

16 U. "MSI" means Medical Services Initiative Program.

17 V. "MSI Base Funding" means the amount of funds identified by COUNTY for reimbursement of
 18 all MSI Program Services for each period of the Agreement, including those specified in the Agreement.

19 W. "MSI Eligible," or "Eligible Person" means a person, enrolled in the MSI Program, meeting the
 20 eligibility requirements set forth in the STCs or criteria set by ADMINISTRATOR in order to meet its
 21 obligations under Welfare & Institutions Code (W&I) 17000.

22 X. "MSI Patient(s)" means a person who is either MSI Eligible or MSI Pending.

23 Y. "MSI Pending" means a person believed to meet the eligibility requirements set forth in the
 24 STCs for enrollment into the MSI Program whose MSI Program application has been submitted and not
 25 yet approved.

26 Z. "MSI Program" means all hospital services, physician services, Clinic Services, administrative
 27 services, and other non-hospital services for which reimbursement is authorized by the Agreement and
 28 all other agreements for the MSI Program.

29 AA. "Other Provider" means a hospital, physician, osteopath, podiatrist, dentist, nurse, ambulance
 30 operator, home health services provider, pharmacy or supplier of durable medical equipment.

31 AB. "Qualified Clinic" means a fully licensed community clinic or federally qualified health center
 32 that has been licensed by the State of California or the Federal Government, has provided services to
 33 MSI eligible patients for twelve consecutive months, and has received eligibility identification training
 34 approved by ADMINISTRATOR.

35 AC. "Recovery Accounts" means separate hospital and physician accounts for monies recovered by
 36 Intermediary from HOSPITAL, Other Providers, or third-party payers.

37 AD. "Special Terms and Conditions" or "STCs" means the document (Number 11-W-00193/9),

1 issued by the Centers for Medicare & Medicaid Services (CMS) to the California Health and Human
 2 Services Agency (State), setting forth the conditions and limitations on the State's 1115(a) Medicaid
 3 Demonstration Waiver. The document describes in detail the nature, character and extent of CMS
 4 involvement in the Waiver and the State's obligations to CMS. The parties acknowledge that
 5 requirements in the STCs, including any official amendments or clarifications thereto, relating to the
 6 LIHP shall be deemed as COUNTY's obligation to the State.

7 AE. "Utilization Management Department" or "UMD" means appropriately licensed COUNTY staff
 8 and/or COUNTY contracted staff responsible for the coordination of services as well as the concurrent
 9 and retrospective utilization review of the medical appropriateness, level of care, and utilization of all
 10 services provided to MSI Patients by All Providers.

11 **II. CLINIC OBLIGATIONS**

12
 13 A. CLINIC, shall, throughout the term of the Agreement, provide Clinic Services to all low income
 14 persons covered by the Agreement presenting for treatment. If offered by CLINIC, Clinic Services shall
 15 include Dental Services.

16 1. By all appropriate means available, CLINIC shall assure that it meets licensing
 17 requirements, including physician staffing, to provide Clinic Services and Dental Services to Eligible
 18 Persons under the Agreement.

19 2. For persons presenting at CLINIC, MSI Eligibility shall be verified electronically.

20 a. CLINIC shall designate staff members and/or contract staff to serve as Certified MSI
 21 Application Technicians (CMAT) to screen its patients for current Medi-Cal or MSI eligibility.

22 b. If a patient is not enrolled in Medi-Cal or MSI, is a citizen or legal resident, and lacks
 23 sufficient financial resources to pay for services, CLINIC's CMAT shall:

24 1) Refer patients who appear to be Medi-Cal eligible to COUNTY's Social Services
 25 Agency (SSA).

26 2) Complete an MSI Program application for patients who appear to be MSI or
 27 Medi-Cal eligible. CLINIC's Social Services Agency shall make the final determination as to which
 28 program patients shall be made eligible.

29 3) Submit MSI applications as specified by ADMINISTRATOR to the "Application
 30 Processor," which, at execution of the Agreement, shall be Net Chemistry, but may be changed upon
 31 thirty (30) days written notice by ADMINISTRATOR.

32 c. If a patient is currently enrolled in MSI and is seeking to re-enroll, CLINIC's CMAT
 33 shall complete the steps identified in subparagraph A.2.b above. CLINIC shall not refuse or
 34 discriminate in providing assistance with applications for MSI re-enrollment based on the MSI Patient's
 35 current or previously assigned Medical Home.

36 d. CLINIC agrees that selection of a provider as a Medical Home is the choice of the MSI
 37 Patient. CLINIC shall not place any requirements or conditions upon providing assistance to any person

1 in completing a new application or re-enrollment application, including but not limited to, the following:

- 2 1) Requiring the patient to select CLINIC as their medical home;
- 3 2) Charging any fee; and
- 4 3) Making a medical appointment.

5 e. CLINIC shall maintain sufficient staff to expeditiously obtain and screen information
6 and complete MSI Program applications as required by the Agreement.

7 3. In accordance with the STCs, CLINIC shall provide Clinic and Dental Services in the same
8 manner to MSI Patients as it provides to all other patients with the same medical need or condition and
9 shall not discriminate against said MSI Patients in any manner, including: admission practices, place of
10 residency within the County, and timely access to care and services considering the urgency of the
11 service needed.

12 a. ADMINISTRATOR shall notify CLINIC and investigate allegations of discrimination
13 in the provision of services on the basis of the patient's status as an MSI Patient, including but not
14 limited to denial of care. ADMINISTRATOR may request that the Medical Policy Committee (MPC)
15 assist with the investigation of service denials for discrimination.

16 b. In the event that CLINIC is determined by ADMINISTRATOR to have discriminated in
17 the provision of Clinic and/or Dental Services on the basis of the patient's status as an MSI Patient,
18 ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties for each
19 occurrence against CLINIC, which may include, but not be limited to, the following:

20 1) A reduction in payment related to the episode of care from any payment due
21 CLINIC, including Final Settlement.

22 2) Withholding of any payment due CLINIC pending satisfactory compliance.

23 4. Reimbursable services shall include all services allowable under Section 1905(a) of the
24 Social Security Act or the State Medi-Cal Program, plus those additional services waived in accordance
25 with the STCs. As of the execution of the Agreement, additional services waived, and therefore allowed
26 in accordance with the STCs which are not normally allowable under Section 1905(a) of the Social
27 Security Act or State Medi-Cal Program include: podiatry.

28 5. The following services are not reimbursable through the Agreement and are not required to
29 be provided by CLINIC to any MSI Patient. This list is not exhaustive and may be amended in
30 accordance with STCs or LIHP Agreement, or a case by case review by ADMINISTRATOR.

31 a. All diagnostic, therapeutic and rehabilitative procedures and services which are
32 considered experimental or of unproved medical efficacy under the State Medi-Cal Program.

33 b. Pregnancy related services, including complications of pregnancy.

34 c. Diagnostic and therapeutic services for male and female infertility, voluntary
35 sterilization, and birth control.

36 d. Acupuncture and chiropractic procedures.

37 e. Adult day care health services.

- 1 f. Routine dental prophylactic, orthodontia, and fixed prostheses.
 2 g. Routine eye examinations; eyeglasses for refraction and eye appliances, hearing aids,
 3 radial keratotomy, and other corrective laser eye procedures.
 4 h. Routine injections of antigen to ameliorate allergic conditions.
 5 i. All medication available over the counter and medication not on the MSI Program
 6 formulary.
 7 j. Massage and therapeutic thermal packs.
 8 k. Bariatric surgery.
 9 l. Unless otherwise waived through the STCs, all services not allowable under Section
 10 1905(a) of the Social Security Act or the State Medi-Cal Program.

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

13 B. As a condition of reimbursement for Clinic and/or Dental Services provided by CLINIC to MSI
 14 Eligibles, CLINIC shall comply with the Agreement, including Exhibit B hereto, and shall be required to
 15 register with the Intermediary, for each period of the Agreement, for the MSI Program and provide all
 16 requested information by logging on to <https://ochca.amm.cc/register.aspx>. Claims for such services,
 17 throughout the term of the Agreement, shall be processed and reimbursed by Intermediary from the
 18 appropriate funding category in accordance with Paragraph III. of this
 19 Exhibit A to the Agreement. ADMINISTRATOR may direct Intermediary to withhold or delay payment
 20 due any CLINIC for failure to comply with the terms of the Agreement.

21 1. Reimbursement provided through the Agreement shall be payment of last resort. CLINIC
 22 shall bill and attempt collection of third-party or primary other insurance covered claims to the full
 23 extent of such coverage and, upon submission of any claim, shall provide to Intermediary, proper
 24 documentation demonstrating compliance with this requirement.

25 2. Acceptance by CLINIC of reimbursement made by Intermediary for services provided in
 26 accordance with the Agreement shall be deemed satisfaction in full, with respect to the services for
 27 which payment was made, except as follows:

28 a. Claims covered by any third-party, primary, or other insurance or a third-party
 29 settlement, include those received by or on behalf of an MSI Patient. CLINIC shall attempt to bill and
 30 collect to the full extent of coverage those claims covered by all known third-party, primary, or other
 31 insurance or third-party payers.

32 b. If CLINIC becomes aware of any third-party, primary, or other insurance or a third-
 33 party settlement, including those received by or on behalf of an MSI Patient after reimbursement is made
 34 by Intermediary, nothing herein shall prevent CLINIC from pursuing reimbursement from these sources;
 35 provided, however, that CLINIC shall comply with Paragraph VI.G. of Exhibit B to the Agreement.
 36 Nothing in this paragraph shall prohibit CLINIC from applying any unreimbursed portion of CLINIC's
 37 charges toward CLINIC's charity and write-off policy.

1 c. Any references to third party settlements above shall not apply to services provided to
 2 MSI Eligibles who are also claimable to Department for LIHP Funding. Third party settlements shall
 3 not be pursued for services provided to MSI Eligibles who are also claimable to Department for LIHP
 4 Funding.

5 C. CLINIC shall have submitted this signed and executed Agreement, and any subsequent
 6 amendments, to ADMINISTRATOR no later than sixty (60) days after ADMINISTRATOR's delivery
 7 to CLINIC the Agreement, or any subsequent amendments, for execution by CLINIC.

8 D. CLINIC shall assist in the appropriate redirection of persons requiring non-emergency medical
 9 care from hospital emergency departments to Contracting Clinics.

10 1. CLINIC shall cooperate with COUNTY's Utilization Management Department to develop
 11 and strengthen working and referral relationships with MSI Contracting Hospitals in order to facilitate
 12 and expand appropriate redirection of such patients.

13 2. CLINIC shall participate and cooperate with the MSI Program's ClinicConnect application
 14 provider and facilitate connection to the ClinicConnect application based on an implementation schedule
 15 established by MSI.

16 a. CLINIC shall accept referrals from emergency departments for MSI Patients assigned to
 17 CLINIC as a Medical Home. CLINIC shall provide the necessary diagnostic services, and/or primary
 18 care follow-up resulting from the emergency service.

19 b. CLINIC shall, for each emergency department referral, record the required information
 20 into the ClinicConnect application to close out the referral and have it credited to CLINIC's referral
 21 volume for reimbursement.

22 E. Medical Home Services

23 1. CLINIC shall serve as a Medical Home for MSI Eligibles assigned by ADMINISTRATOR.

24 2. CLINIC shall inform ADMINISTRATOR, in writing, of its request to institute limitations
 25 to assigning medical home patients. This may include limiting the number of assigned patients CLINIC
 26 is willing or capable of accepting. CLINIC shall provide ADMINISTRATOR thirty (30) days to review
 27 the assignment and attempt to reassign patient(s) to a new medical home if reassignment is determined
 28 to be necessary by ADMINISTRATOR. CLINIC shall continue to provide services during the thirty
 29 (30)-day review period or until a final resolution is adopted.

30 3. In order to ensure sufficient funding to compensate non-FQHC clinics up to Allowable
 31 Costs, the total number of MSI Eligibles with an FQHC Clinic as an assigned Medical Home shall not
 32 exceed eight thousand five hundred (8,500) for at any time during the term of the Agreement, unless
 33 otherwise modified, in writing, by ADMINISTRATOR.

34 a. If CLINIC is an FQHC Clinic, the number of MSI Eligibles assigned to each of
 35 CLINIC's locations as a Medical Home as of July 1, 2011, or as of the date that CLINIC location
 36 becomes an FQHC, whichever is later, shall be the maximum number of MSI Eligibles that shall be
 37 assigned to that CLINIC's location during the term of the Agreement.

1 b. At ADMINISTRATOR's sole discretion, the number of total MSI Eligibles assigned to
2 FQHCs as a Medical Home, or to any individual FQHC Clinic, may be adjusted by ADMINISTRATOR.

3 4. CLINIC shall provide the following services to each MSI Patient who selects them as their
4 medical home:

5 a. Evidenced-based care as indicated by MSI's Quality and Outcomes Framework that has
6 been approved by MSI's Quality Improvement Committee.

7 b. An initial face-to-face orientation and education session within one hundred twenty
8 (120) days of assignment to CLINIC. The orientation session may include establishing treatment goals.

9 c. Facilitating expedited care as necessary, via case management services with Clinic
10 Connect or other systems, including providing same-or next-day appointments when medically
11 necessary.

12 d. Entering MSI Patient clinical data, such as height, weight, HbA1c, blood pressure, and
13 other data agreed upon, in writing, by CLINIC and ADMINISTRATOR, through the ClinicConnect
14 application as it becomes available. ADMINISTRATOR agrees to collaborate with CLINIC regarding
15 all changes made to the ClinicConnect application, prior to deployment.

16 e. Facilitating referrals to specialists and coordinate forwarding of referral information to
17 the specialist for follow-up care through UMD.

18 f. Meeting the access requirements as specified in the STCs, specifically, providing
19 Primary care appointments within thirty (30) business days of the request.

20 g. ADMINISTRATOR shall monitor utilization of Clinic Services provided at CLINIC to
21 evaluate if assigned MSI Enrollees are receiving the level of services as specified in the Agreement and
22 appropriate to their medical needs and/or conditions. If ADMINISTRATOR determines that the level of
23 services provided by CLINIC are below or in excess of the level of care required, based on the MSI
24 Eligible's medical need and/or condition, CLINIC shall be required to implement a corrective action
25 plan as directed by ADMINISTRATOR. Failure of CLINIC to appropriately implement a corrective
26 action plan may result, at ADMINISTRATOR's discretion, in the level of MSI Eligibles assigned to
27 CLINIC as a Medical Home being reduced or with the elimination of CLINIC as a Medical Home
28 provider.

29 5. Non-FQHC clinics shall be eligible for a Quality and Outcomes Framework incentive which
30 shall be calculated based on CLINIC's performance as a Medical Home provider as compared to all
31 other Contracting Clinics including, but not limited to, the following areas:

32 a. Number of MSI Patients assigned to CLINIC as a Medical Home;

33 b. Meeting the access requirements as specified in the STCs specifically, providing
34 Primary care appointments within thirty (30) business days of the request;

35 c. Chronic Disease Management;

36 d. Preventive Measures;

37 e. ClinicConnect adoption and usage; and

1 f. Number of new and renewing applications performed by CLINIC's CMATs.

2 F. CLINIC shall assist COUNTY and the Intermediary in the conduct of any appeal hearings
3 conducted by COUNTY or the Intermediary in accordance with the Agreement or any other MSI
4 Agreement for which CLINIC receives reimbursement for services provided to MSI Patients.

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

11 H. CLINIC shall not conduct any proselytizing activities, regardless of funding sources, with
12 respect to any person who has received services under the terms of the Agreement. Further, CLINIC
13 //
14 agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any
15 religion, religious creed or cult, denomination or sectarian institution, or religious belief.

16 **III. FUNDING AND PAYMENTS**

17 **A. MSI Clinic and Dental Funds**

18 1. From the MSI Base Funding, COUNTY shall establish an interest-bearing trust fund (MSI
19 Trust Fund) into which it shall transfer, for each Clinic Services period of the Agreement, not less than
20 one hundred twenty-six thousand six hundred sixty-seven dollars (\$126,667) per month of COUNTY
21 Funding to the "Clinic Trust Fund Account," which monthly transfer amount may be modified by
22 ADMINISTRATOR, not to exceed one million five hundred twenty thousand dollars (\$1,520,000) for
23 Period One and for Period Two, and seven hundred sixty thousand dollars (\$760,000) for Period Three,
24 unless additional funding is made available through COUNTY's agreement with Intermediary.
25

26 2. From the MSI Base Funding, COUNTY shall establish an interest-bearing trust fund (MSI
27 Trust Fund) into which it shall transfer, for each Clinic Services period of the Agreement, not less than
28 twenty-five thousand dollars (\$25,000) per month of COUNTY Funding to the "Dental Trust Fund
29 Account," which monthly transfer amount may be modified by ADMINISTRATOR, not to exceed three
30 hundred thousand dollars (\$300,000) for Period One and for Period Two, and one hundred fifty thousand
31 dollars (\$150,000) for Period Three, unless additional funding is made available through COUNTY's
32 agreement with Intermediary.

33 3. COUNTY estimates LIHP funding in the amount of fifty-seven million two hundred
34 seventeen thousand three hundred sixty-nine dollars (\$57,217,369), for Period One and for Period Two,
35 and twenty-seven million five hundred forty-four thousand seven hundred eighty dollars (\$27,544,780)
36 for Period Three, of which an estimated four million five hundred one thousand five hundred sixty-five
37 dollars (\$4,501,565) shall be allocated towards reimbursement of Clinic and Dental Services, for Period

1 One and for Period Two, and an estimated seven hundred sixty thousand dollars (\$760,000) for Period
 2 Three,. LIHP funding shall be made available to Intermediary to reimburse Clinic and Dental Services
 3 as follows, at the discretion of ADMINISTRATOR.

4 a. Advanced by COUNTY to Intermediary in anticipation of LIHP funding to be received
 5 during the Fiscal Year.

6 b. Reimbursed from LIHP funding actually received by COUNTY.

7 c. The Agreement COUNTY has received approval to implement its LIHP, and has
 8 executed a contract with Department for LIHP Funding for claiming reimbursement for MSI Services
 9 commencing July 1, 2011.

10 //

11 d. COUNTY has a required MOE for each Fiscal Year which represents the actual
 12 COUNTY expenditures for the MSI Program provided through the Agreement, the COUNTY's
 13 Agreement with Intermediary, the MSI Hospital Agreement, and COUNTY's Agreement with its
 14 Pharmacy Benefits Manager. If the MOE is not met for any Fiscal Year, Department may reduce
 15 COUNTY's LIHP funding by an amount to be determined by Department. Any reduction in LIHP may
 16 result in a reduction of LIHP funding specified in this subparagraph III.

17 4. During Preliminary Final Settlement, for each period of the Agreement, as specified in
 18 Paragraph IX of Exhibit B to the Agreement, Clinic Funding may be adjusted to ensure full expenditure
 19 of LIHP Funding allocated to COUNTY each Fiscal Year and meet COUNTY's obligation regarding its
 20 MOE requirement.

21 5. Any duties pursuant to the Agreement to deposit monies or make any payment shall not be
 22 due until ten (10) days after the commencement of the Agreement.

23 6. Monthly Trust Fund Deposits shall commence by August 10th for Period One, and July
 24 10th for Period Two and for Period Three, and continue thereafter by the tenth (10th) day of each month
 25 through and including June 10th for Period One and for Period Two, and December 10th for Period
 26 Three.

27 7. Monies in the MSI Trust Fund shall be treated in the same fashion as all other monies held
 28 by COUNTY in trust funds, and COUNTY may commingle said monies with other monies for purposes
 29 of investment. Interest earned on MSI Trust Fund monies shall be apportioned, at Final Settlement for
 30 each period of the Agreement, to the appropriate provider account as established in accordance with the
 31 COUNTY's Agreement with the Intermediary; provided, however, no interest shall be credited to MSI
 32 Funds before they are deposited in the MSI Trust Fund, nor before the Agreement becomes effective as
 33 specified in the Reference Contract Provisions of the Agreement.

34 B. MSI Clinic Funding Disbursements to CLINIC – COUNTY shall pay the Intermediary an
 35 amount sufficient to reimburse Clinic Claims in accordance with Exhibit B to the Agreement and to pay
 36 for other services authorized from the Clinic Trust Fund Account in accordance with the Agreement.
 37 Such Funds shall be deposited immediately by the Intermediary into its Clinic Account maintained for

1 all payments to CLINIC in accordance with the Agreement, including Final Settlement. Payment by the
2 Intermediary to CLINIC shall be contingent upon COUNTY's receipt or confirmation of receipt of a
3 fully executed Agreement from CLINIC.

4 C. Dental Services – COUNTY shall pay the Intermediary, from the MSI Trust Fund Account as
5 determined by ADMINISTRATOR, the amount necessary to cover reimbursement of Clinic Claims for
6 Dental Services. At sole discretion of ADMINISTRATOR, the Intermediary may be directed to
7 reimburse other community providers of Dental Services. Said direction may be provided at any time
8 during term of the Agreement.

9 D. Final Settlement – COUNTY shall pay Intermediary, for each period of the Agreement, the
10 balance of the MSI Trust Fund, including the Clinic Trust Fund Account, Dental Trust Fund Account,
11 and projected LIHP funding. The Intermediary shall use these Funds to make Final Settlement of claims
12 as provided herein, including Exhibit B.

13 IV. COUNTY OBLIGATIONS

14 A. ADMINISTRATOR shall provide oversight of the MSI Program throughout the term of the
15 Agreement, including appropriate program administration, coordination, planning, evaluation, financial
16 and contract monitoring, public information and referral, standards assurance, and review and analysis of
17 data gathered and reported.

18 1. ADMINISTRATOR shall notify CLINIC, immediately upon becoming aware of any
19 amendments, modifications, changes, or updates to the STCs or the LIHP Agreement. When available,
20 ADMINISTRATOR shall provide CLINIC with a copy of the STCs and the LIHP Agreement, including
21 any written amendments, modifications, changes or updates.

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

24 B. ADMINISTRATOR, throughout the term of the Agreement, shall establish, either directly
25 and/or through subcontract(s), a Utilization Management Department (UMD) which shall:

26 1. Coordinate and make arrangements for the medical needs and care of MSI Eligibles. The
27 UMD shall not be responsible for the coordination of the social services needs of such patients.

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

30 3. Assist in coordinating the transitions of MSI Eligibles to appropriate outpatient care, lower
31 levels of care or needed services through COUNTY contracted providers for durable medical equipment
32 and pharmacy services and through community-based providers for home health care.

33 4. Conduct patient and health care provider education which shall include, but not be limited
34 to:

- 35 a. Availability of MSI Program services at locations other than UCI Medical Center.
36 b. MSI Program services available at Contracting Clinics.
37

c. Services for which pre-authorization is recommended through the UMD.

C. ADMINISTRATOR may enter into separate letters of agreement for Dental Services that cannot be provided by Contracting Clinics.

D. COUNTY shall neither have, nor exercise, any control or direction over the methods by which CLINIC shall perform its obligations under the Agreement. The standards of medical care and professional duties of CLINIC's employees providing Clinic and/or Dental Services under the Agreement shall be determined, as applicable, by CLINIC's Board of Directors and the standards of care in the community in which CLINIC is located and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of CLINIC.

V. COMMITTEES/GROUPS

A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR, and shall perform the duties specified in the Agreement throughout the term of the Agreement.

B. The MPC shall consist of the following members:

- 1. One physician appointed by ADMINISTRATOR, who shall be chairperson of the committee;
- 2. One physician from the MSI Physician Community;
- 3. One representative from the MSI Hospital Community;
- 4. One representative from the MSI Clinic Community; and
- 5. Two representatives from the MSI Program.

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

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

- 1. Prospective and retrospective review of services rendered and their medical appropriateness.
- 2. Review of procedures, treatments, and therapies, consistent with MSI Program benefits, for inclusion in the MSI Program's scope of covered services.
- 3. Review of medical policy as it relates to patient treatment and community standards of care.
- 4. The MPC shall approve and make modifications, deletions, and additions to, the list of services for which All Providers will be recommended to seek pre-authorization from COUNTY's UMD.

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

//
//
//
//
//
//
//

1 //
2 //
3 //
4 //
5 //
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 CLINIC SERVICES
 4 FOR THE
 5 MEDICAL SERVICES INITIATIVE PROGRAM
 6 WITH
 7 «UC_NAME» «UC_DBA»
 8 JULY 1, 2011 THROUGH DECEMBER 31, 2012

9
10 CLAIMS AND DISBURSEMENTS

11
12 **I. SATISFACTION OF COUNTY OBLIGATIONS**

13 In consideration of payments made by COUNTY through its Intermediary for Clinic Services and
 14 Dental Services for low income persons pursuant to the Agreement, COUNTY's obligation to CLINIC
 15 and low income persons for whom it may have any legal obligation to provide Clinic Services and/or
 16 Dental Services shall be satisfied.

17
18 **II. CLINIC AND DENTAL ACCOUNTS**

19 COUNTY shall require the Intermediary to maintain separate accounts, for each period of the
 20 Agreement, herein referred to as the Clinic Account and Dental Account, for the purpose of depositing
 21 and disbursing Funds to CLINIC, as specified in COUNTY's Agreement with Intermediary. Any other
 22 Accounts identified in this Exhibit B are for purposes of reference only and are defined in COUNTY's
 23 Agreement with Intermediary.

24
25 **III. REVIEW OF CLAIMS**

26 During each Administrative/Claiming Responsibilities period of this Agreement, COUNTY shall
 27 require Intermediary to:

28 A. Review all claims to determine whether the services for which reimbursement is sought are
 29 Clinic Services or Dental Services, reimbursable pursuant to the STCs and the Agreement, and whether
 30 such services were rendered to an Eligible Person.

31 B. Review claims in accordance with its Operations Manual, as approved by ADMINISTRATOR.

32 C. Deny all claims that do not meet the conditions and requirements of the Agreement for claim
 33 submission, processing, and reimbursement, including, but not limited to obligations pursuant to
 34 pursuing third party, primary or other insurance claims as specified in this Exhibit B to the Agreement.

35 D. Be responsible for monies paid, in any form, for non-reimbursable services, for services to
 36 persons who are not Eligible Persons, or for payment to any provider or other entity not entitled under
 37 the Agreement to such payment. The Intermediary shall reimburse the appropriate Hospital, Physician

1 or Clinic Accounts for any such payments.

3 **IV. CONDITIONS OF REIMBURSEMENT**

4 A. As a condition of reimbursement through the Agreement, all claims for reimbursement of Clinic
5 Services and Dental Services provided to Eligible Persons shall be:

6 1. Claims for Clinic and Dental Services provided during the term of the Agreement, except
7 for:

8 a. Claims for Clinic and Dental Services covered by a court order.

9 b. Claims for Clinic and Dental Services if eligibility for a person is established by Social
10 Services Agency (SSA) after the claims submission deadline for the applicable contract period.

11 2. Submitted electronically and completed in accordance with the Agreement. Paper claims
12 shall not be accepted for services provided on or after July 1, 2011.

13 a. CLINIC and/or Intermediary, on behalf of CLINIC, may request an extension from
14 ADMINISTRATOR. CLINIC and/or Intermediary shall be specific as to the reason for the requested
15 extension. Approval of the extension by ADMINISTRATOR shall not be unreasonably withheld
16 provided that CLINIC and/or Intermediary can demonstrate a good faith effort to submit claims
17 electronically.

18 b. ADMINISTRATOR may authorize limited exceptions for periodic submission of paper
19 claims upon request of CLINIC and/or Intermediary on behalf of CLINIC.

20 c. Contracting Clinics that continue to submit paper claims without permission from
21 ADMINISTRATOR will be required to pay the difference in the cost to process a paper claim versus an
22 electronic claim. Intermediary, at the direction of ADMINISTRATOR, will deduct these costs from any
23 payment due CLINIC, including any Final Settlement Payment due CLINIC.

24 3. Initially received by the Intermediary no later than ninety (90) calendar days following the
25 date of service or established MSI eligibility, whichever is later; provided, however, that claims shall be
26 received no later than September 30th of Period One and Period Two, and March 31st for Period Three.

27 B. The Intermediary shall initially approve or deny all claims no later than October 31st for Period
28 One and Period Two, and April 30th for Period Three.

29 C. The Intermediary shall reimburse all approved claims as soon as possible, and in no event later
30 than thirty (30) calendar days following the end of the month in which the claim was approved.

31 D. Except as otherwise specified in this paragraph, any unapproved claims for Clinic Services or
32 Dental Services provided during FY 2011-12, FY 2012-13, and FY 2013-14 shall be null and void after
33 November 30th for Period One and Period Two, and May 31st for Period Three respectively.

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

35 Advanced Medical Management, Inc.

36 P.O. Box 30248

37 Long Beach, California 90853

V. CLAIM DENIAL/APPEAL

A. CLINIC and its respective patients shall be notified, in writing, of the reason for any denial of a Clinic Claim(s).

B. Notice shall be deemed effective:

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

2. When FAXed, transmission confirmed; or

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

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

D. CLINIC or its respective patients may appeal claims denied by the Intermediary to the Intermediary in accordance with procedures set forth by ADMINISTRATOR in the MSI Provider Manual and MSI Patient Handbook. Such appeal shall be made, in writing, no later than thirty (30) days after notification of denial.

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

2. If the appeal is subsequently denied by the Intermediary, CLINIC or its respective patients, within thirty (30) days of receipt of the denied appeal, may submit an appeal to the MPC.

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

F. All appeals of denied claims shall be heard and decided no later than November 15 th for Period One and Period Two, and May 15th for Period Three.

VI. 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 and Dental Services provided to an Eligible Person, CLINIC 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. CLINIC 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

1 limited to, coverage defined in W&I Section 10020.

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

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

6 E. The Agreement shall not reimburse deductibles and co-payments required by an Eligible
7 Person's third party, primary or other insurance coverage.

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

11 G. Provider Refunds Of Claims Covered By Other Payments

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

22 2. Should CLINIC wish to dispute the reimbursement of MSI payment as a result of the
23 identification of Medi-Cal coverage, third party settlement, primary or other insurance coverage either
24 by CLINIC or through Recovery Services, CLINIC shall give written notice, within thirty (30) days of
25 notice of information, to ADMINISTRATOR's MSI Program Manager (MSI Manager) setting forth in
26 specific terms the existence and nature of any dispute or concern related the information provided
27 through Recovery Services or the reimbursement due MSI. MSI Manager shall have fifteen (15)
28 working days following such notice to obtain resolution of any issue(s) identified in this manner,
29 provided, however, by mutual consent this period of time may be extended. If MSI Manager determines
30 that the recovery information is accurate and appropriate, CLINIC shall, within thirty (30) days of
31 receipt, reimburse an amount equal to the MSI payment.

32 3. For purposes of computing the amount of reimbursement due from CLINIC, after Final
33 Settlement for each period of the Agreement, the services provided an Eligible Person shall be valued at
34 the percentage of reimbursement for the applicable contract period.

35 //

36 4. COUNTY has contracted with Intermediary to provide a Third Party Recovery Services
37 (Recovery Services), for each period of the Agreement, for the purpose of actively pursuing

1 reimbursement of claims paid for MSI Eligibles later determined to be eligible for Medi-Cal or third
 2 party, primary or other insurance. CLINIC shall reasonably cooperate in recovering these costs. Except
 3 as otherwise directed by ADMINISTRATOR, monies recovered due to the efforts of Recovery Services
 4 shall be reimbursed as directed by the Intermediary and shall be deemed "Active Recovery Funds."
 5 Monies recovered or identified in advance of notice from Recovery Services, and forwarded to
 6 Intermediary, shall be deemed "Passive Recovery Funds." For Active Recovery Funds only, an
 7 appropriate administrative fee shall be deducted by Intermediary and then ten percent (10%) of the
 8 balance shall be deposited into the HCA Recovery Account, with the remainder deposited into the Clinic
 9 Recovery Account.

10 5. If any reimbursement due is not paid by CLINIC in accordance with subparagraphs G.1.,
 11 G.2., or G.4. above, the Intermediary shall reduce any payment due CLINIC, for the appropriate period
 12 of the Agreement, by an amount not to exceed the amount to be reimbursed. If funds were identified for
 13 reimbursement by Recovery Services, said funds reduced from any amount owed CLINIC and shall be
 14 allocated as if the amount had been paid in accordance with subparagraph G.4. above.

15 6. Any references to third party settlements above shall not apply to services provided to MSI
 16 Eligibles who are also claimable to Department for LIHP Funding. Third party settlements shall not be
 17 pursued for services provided to MSI Eligibles who are also claimable to Department for LIHP Funding.

18 VII. RECOVERY ACCOUNTS

19 A. COUNTY shall require the Intermediary to collect and deposit refunds and any third party
 20 payments related to any Clinic Service rendered by CLINIC in a Clinic Recovery Account, for each
 21 period of the Agreement,. Refunds and third-party payments resulting from the actions of Recovery
 22 Services shall be allocated in accordance with Paragraph VI.G.4. of this Exhibit B to the Agreement.

23 B. At Final Settlement for each period of the Agreement, Funds in the Clinic Recovery Account
 24 shall be deposited in the Clinic Account and paid in the same manner as are other Funds in this Account.
 25 Any funds in the HCA Recovery Account shall be either returned to COUNTY upon Final Settlement or
 26 used for reimbursement of other MSI Program costs through the Intermediary as directed by
 27 ADMINISTRATOR.

28 VIII. INTERIM PAYMENTS TO CONTRACTING CLINICS

29 A. "Medical Fee Schedule" means the Medicare Resource-Based Relative Value Scale (RBRVS),
 30 national rate, version in effect at the beginning of each period of the Agreement.

31 B. "RVU" means the value set forth in the Medical Fee Schedule for a service, which when
 32 multiplied by the conversion factor specified below equals one hundred percent (100%) of the payment
 33 for that RVU under the Agreement. The value of the RVU shall be modified by INTERMEDIARY as
 34 the Medical Fee Schedule is modified by Law or regulation and in effect at the beginning of each period
 35 of the Agreement. INTERMEDIARY shall notify ADMINISTRATOR prior to making any
 36 modifications.
 37

C. Upon approval of Clinic Claims, with the exception of Clinic Claims for Dental Services, the Intermediary shall make interim reimbursements for these claims at the specified percentage of the applicable RVU rate for medicine, x-ray, lab services and surgical services (collectively “Medical”) and at the specified percentage of the applicable RVU rate for anesthesia.

1. For Medical Services provided during the term of the Agreement, as specified in the Referenced Contract Provisions of the Agreement:

SERVICE	CONTRACTING CLINICS	
	NON-FQHC	FQHC
Medical		
Period One	60%	60%
Medical		
Period Two and Three	55%	55%
Anesthesia		
Period One, Two, And Three	100%	100%

2. ADMINISTRATOR, at its sole discretion, may modify the percentage of the interim reimbursement to Contracting Clinics specified in subparagraph C.1. above, at any time during the term of the Agreement.

D. Claims experience during the first six (6) months, for Period One and Period Two of the Agreement, shall be reviewed by ADMINISTRATOR and the percentage of the interim reimbursement to Contracting Clinics may be reduced based on availability of funding.

1. If, at any time, the interim payments for Clinic Claims are projected to equal the total monies allocated to the Clinic Trust Fund plus estimated LIHP funding, ADMINISTRATOR may, at its sole discretion, reduce the percentage of the interim reimbursement to Contracting Clinics specified in Subparagraph C.1. above.

2. Prior to Final Settlement, for each period of the Agreement, ADMINISTRATOR shall instruct Intermediary on the distribution methodology for the Quality and Outcomes Framework incentive to non-FQHC Contracting Clinics who provide Medical Home services to MSI Patients. Distribution of funds, as determined by ADMINISTRATOR, shall be proportional as determined by a formula set by the MSI Program Manager, and shall be based on objective performance criteria which may include, but not be limited to, the following:

a. Number of MSI Eligibles assigned to CLINIC as a Medical Home

1 b. Meeting the access requirements as specified in the STCs, specifically providing
2 Primary care appointments within thirty (30) business days of the request

3 c. Chronic disease management

4 d. Preventive Measures

5 e. Clinic Connect adoption and usage

6 f. Number of new and renewing application performed by CLINIC's CMATs

7 3. If interim payments for Clinic Claims, for each period of the Agreement, equal the total
8 monies allocated to the Clinic Trust Fund Account plus estimated LIHP funding, less any Reserve that
9 may be required by the Agreement, no further reimbursement of Clinic Claims may be made, unless
10 otherwise authorized by ADMINISTRATOR.

11 E. Claims for Dental Services shall be reimbursed:

12 1. For non-FQHC Contracting Clinics: at State Medi-Cal (Denti-Cal) rates from Dental
13 Funding as provided for in COUNTY's Agreement with Intermediary.

14 2. For FQHC Contracting Clinics: at the PPS rate negotiated between CLINIC and
15 Department, which rate may vary by location if CLINIC has more than one site designated as an FQHC
16 Clinic.

17 3. Reimbursement shall be limited to one thousand dollars (\$1,000) per MSI Eligible per
18 Fiscal Year, and shall not be subject to Final Settlement.

19 4. In the event that the total of all payments for Dental Services exceeds the amount available
20 for the Fiscal Year, any additional payments for Dental Services may be made from available Clinic
21 Funding; provided, however, at ADMINISTRATOR's sole discretion, the scope of allowable Dental
22 Services may be reduced to ensure adequate funds are available to satisfy any obligation of the Clinic
23 Trust Fund Account.

24 IX. FINAL SETTLEMENT

25 ~~A. The Intermediary shall complete final reimbursement to All Providers for each period of this
26 Agreement, as specified below (Final Settlement). Final Settlement should be accomplished no later
27 than December 31, 2012 for Period One, December 31, 2013 for Period Two, and June 30, 2014 for
28 Period Three, unless otherwise requested or authorized by ADMINISTRATOR.~~

29 A. The Intermediary shall complete final reimbursement to All Providers for each period of the
30 Agreement, as specified below (Final Settlement). Final Settlement should be accomplished no later
31 than December 31, 2012 for Period One, December 31, 2013 for Period Two, and June 30, 2014 for
32 Period Three, unless otherwise extended, in whole or in part, by ADMINISTRATOR.

33 B. Prior to Final Settlement, for each period of the Agreement, the Intermediary, with
34 ADMINISTRATOR, shall complete an estimated preliminary reimbursement to All Providers to
35 determine redistribution of funds in order to maximize LIHP Funding (Preliminary Final Settlement) and
36 ensure that MOE is met. ADMINISTRATOR and Intermediary shall agree on timelines to begin and
37

1 complete each step of Preliminary Final Settlement to ensure timely completion of Final Settlement.
 2 Throughout the Preliminary Final Settlement process, ADMINISTRATOR shall determine the amount
 3 of MSI Base Funding, LIHP funds, and any other funding that shall be allocated to each Account based
 4 on actual claims paid for MSI Eligibles.

5 C. Final Settlement to Contracting Clinics - The Intermediary shall utilize the following procedures
 6 to compute amounts due to CLINIC through Final Settlement:

7 1. Step 1: All Contracting Clinics Claims shall be made at percentages specified in the
 8 Agreement for Clinic Services and at rates specified in the Agreement for Dental Services.

9 2. Step 2: FQHC Clinics – All Clinic Services provided at FQHC Clinics shall be calculated
 10 at the appropriate negotiated Prospective Payment System (PPS) Rate(s) per visit in accordance with the
 11 STCs and the LIHP Agreement. The difference between the interim payment and the amount calculated
 12 using the PPS Rates shall be paid to FQHC Clinics as Final Settlement.

13 3. Step 3: Non-FQHC Clinics – For Clinic Services only, Intermediary shall calculate the
 14 amount of funding required to reimburse each non-FQHC Contracting Clinic at the Allowable Cost for
 15 the Period as determined by ADMINISTRATOR. The difference between the interim payment and the
 16 amount calculated shall be paid to non-FQHC Clinics as Final Settlement.

17 4. Settlement Limitation – Total interim payments shall be adjusted for other insurance,
 18 voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed charges or
 19 Allowable Charges, whichever is less.

20 D. All Funds in accounts maintained by the Intermediary relating to the term of the Agreement,
 21 which funds are remaining after one hundred percent (100%) of Allowable Charges have been
 22 reimbursed through Final Settlement, and all other payments required by the Agreement have been
 23 made, shall be returned to COUNTY by the Intermediary or deposited into the Holding Account, as
 24 directed by ADMINISTRATOR.

25 ~~E. Supplemental Final Settlement for Prior MSI Clinic Agreements—If Department makes~~
 26 ~~available any additional Coverage Initiative Funding for services provided prior to November 1, 2010,~~
 27 ~~ADMINISTRATOR shall direct Intermediary to distribute said additional funds in accordance with the~~
 28 ~~Final Settlement procedures set forth in the applicable Agreement with Intermediary which corresponds~~
 29 ~~with the additional funding.~~

30 E. Supplemental Final Settlement for prior MSI Agreement periods:

31 1. If Department allocates additional Coverage Initiative Funding to COUNTY in excess of its
 32 allocation for Program Year (PY) 2008-09 and/or PY 2009-10 based on claims previously submitted to
 33 Department (or resubmitted at Department's request) for services provided in PY 2008-09 and/or PY
 34 2009-10, ADMINISTRATOR, at its sole discretion, shall direct the Intermediary to either:

35 a. Distribute said additional funds in accordance with the Final Settlement procedures set
 36 forth in the applicable Agreement with Intermediary that corresponds with the additional funding; or

37 b. Allocate additional funding for any contract period from July 1, 2011 through December

31, 2013 as specified herein, in which Final Settlement has been completed or remains in process. If such funds are allocated, ADMINISTRATOR shall direct the Intermediary to distribute said additional funds, in whole or in part, to Hospitals, Physicians, and/or Clinics, as determined by ADMINISTRATOR, at its sole discretion, in accordance with the Final Settlement procedures for the Period specified herein that correspond with the additional funding.

2. For any contract period from July 1, 2011 through December 31, 2013, COUNTY may, at its sole discretion, allocate additional MSI Base Funding for any period in which Final Settlement has been completed or remains in process. If such funds are allocated, ADMINISTRATOR shall direct the Intermediary to distribute said additional funds, in whole or in part, to Hospitals, Physicians, and/or Clinics, as determined by ADMINISTRATOR, at its sole discretion, in accordance with the Final Settlement procedures for the Period specified herein that correspond with the additional funding.

X. SATISFACTION OF CLAIMS

Acceptance by CLINIC of payments made by Intermediary in accordance with the Agreement shall be deemed satisfaction in full of any obligation to CLINIC with respect to those claims for Clinic Services and Dental Services for which payment has been made by COUNTY, notwithstanding CLINIC's right to appeal any denied claim, as provided for in Paragraph V. of this Exhibit B to the Agreement.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//