

AGREEMENT FOR PROVISION OF
 CLINIC SERVICES
 FOR THE
 MEDICAL ~~SERVICES INITIATIVE~~ SAFETY NET PROGRAM
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME» «UC_DBA»
~~JULY~~ JANUARY 1, ~~2011~~ 2014 THROUGH DECEMBER 31, ~~2012~~ 2015

THIS AGREEMENT (Agreement) ~~is~~ entered into this 1st day of ~~July 2011~~ January 2014, which date is enumerated for the purposes of reference only, is by and between the County of Orange (COUNTY), and «UC_NAME» «UC_DBA», «CORP_STAT» (~~CLINIC~~ CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

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

~~WHEREAS, COUNTY anticipates receipt of Low Income Health Plan (LIHP) Funding to expand eligibility requirements for low income persons and to expand scope of service benefits beyond its legal responsibility pursuant to State law; and,~~

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

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

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

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

1 WHEREAS, COUNTY has entered into separate agreements for reimbursement of hospitals,
 2 physicians, and other medical providers for provision of other medical care services ~~to low income~~
 3 ~~persons~~; and,

4 WHEREAS, the parties desire to state the respective rights and responsibilities of the parties related
 5 to providing, claiming, and reimbursing Clinic ~~and Dental~~ Services.

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

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term:

Clinic ~~and Dental~~ Services: _____

“Period One” means the period ~~July~~ January 1, ~~2011~~ 2014 through June 30, ~~2012~~ 2014

“Period Two” means the period July 1, ~~2012~~ 2014 through June 30, ~~2013~~ 2015

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

Administrative/Claiming Responsibilities: _____

“Period One” means the period January 1, 2014 through December 31, 2014

“Period Two” means the period July 1, ~~2011~~ 2014 through December 31, ~~2012~~ 2015

~~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

CONTRACTOR’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~~ CONTRACTOR:

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~~ //

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<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 ACRONYMS

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

A. ACH	Acute Care Hospital
B. ARRA	American Recovery and Reinvestment Act
C. ASRS	Alcohol and Drug Programs Reporting System
D. BH	Base Hospital
E. CCC	California Civil Code
F. CCR	California Code of Regulations
G. CERC	Children's Emergency Receiving Center
H. CEO	County Executive Office
I. CFR	Code of Federal Regulations
J. CHPP	COUNTY HIPAA Policies and Procedures
K. CHS	Correctional Health Services
L. COI	Certificate of Insurance
M. D/MC	Drug/Medi-Cal
N. DHCS	Department of Health Care Services

1	O. DPFS	Drug Program Fiscal Systems
2	P. DRS	Designated Record Set
3	Q. ePHI	Electronic Protected Health Information
4	R. ERC	Emergency Receiving Center
5	S. GAAP	Generally Accepted Accounting Principles
6	T. HCA	Health Care Agency
7	U. HHS	Health and Human Services
8	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104-191
10	W. HSC	California Health and Safety Code
11	X. ISO	Insurance Services Office
12	Y. MHP	Mental Health Plan
13	Z. OCJS	Orange County Jail System
14	AA. OCPD	Orange County Probation Department
15	AB. OCR	Office for Civil Rights
16	AC. OCSD	Orange County Sheriff's Department
17	AD. OCEMS	Orange County Emergency Medical Services
18	AE. OC-MEDS	Orange County Medical Emergency Data System
19	AF. OIG	Office of Inspector General
20	AG. OMB	Office of Management and Budget
21	AH. OPM	Federal Office of Personnel Management
22	AI. PA DSS	Payment Application Data Security Standard
23	AJ. PC	State of California Penal Code
24	AK. PCI DSS	Payment Card Industry Data Security Standard
25	AL. PHI	Protected Health Information
26	AM. PII	Personally Identifiable Information
27	AN. PRA	Public Record Act
28	AO. PTRC	Paramedic Trauma Receiving Center
29	AP. SIR	Self-Insured Retention
30	AQ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
31		Act, Public Law 111-005
32	AR. USC	United States Code
33	AS. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

36 A. This Agreement, together with Exhibits A and B, attached hereto and incorporated herein ~~by~~
37 ~~reference~~, fully expresses ~~all~~ the complete understanding of COUNTY and ~~CLINIC~~ CONTRACTOR with

1 respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the~~
2 ~~parties for these purposes. No.~~

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

7 ~~H. COMPLIANCE~~

8 III. COMPLIANCE

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10
11 A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for
12 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
13 programs.

14 1. ADMINISTRATOR shall ~~ensure that CLINIC is made aware of~~ provide CONTRACTOR
15 with a copy of the relevant HCA policies and procedures relating to ADMINISTRATOR's Compliance
16 Program, HCA's Code of Conduct and General Compliance Trainings.

17 2. ~~CLINIC~~CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance
18 Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program
19 and Code of Conduct have been verified to include all required elements by:

20 ~~3. If CLINIC elects to adopt~~ ADMINISTRATOR's Compliance Officer as described in
21 subparagraphs below.

22 3. If ~~Program, then CLINIC~~CONTRACTOR elects to adhere to HCA's Compliance Program
23 and Code of Conduct; the CONTRACTOR shall ensure that its employees, subcontractors, interns,
24 volunteers, and members of Board submit to the ADMINISTRATOR within thirty (30) calendar days of
25 Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to award of this
26 Agreement are made aware of ADMINISTRATOR's a signed acknowledgement that CONTRACTOR
27 shall comply with HCA's Compliance Program and related policies and procedures Code of Conduct.

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

31 ~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if ~~CLINIC's~~CONTRACTOR's
32 Compliance Program ~~is accepted.~~ ~~CLINIC~~ and Code of Conduct contains all required elements.
33 CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and
34 agree to the ADMINISTRATOR's Compliance Program and Code of Conduct if the CONTRACTOR's
35 Compliance Program and Code of Conduct does not contain all required elements.

36 ~~5.~~ ~~6.~~ Upon ~~approval of CLINIC's Compliance Program by~~ written confirmation from
37 ADMINISTRATOR's Compliance Officer, ~~CLINIC shall acknowledge existence of~~

1 ~~ADMINISTRATOR's~~ that the CONTRACTOR Compliance Program, and Code of Conduct contains all
 2 required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers,~~
 3 ~~and members of Board of Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~
 4 relative to this Agreement are made aware of CLINIC's CONTRACTOR's Compliance Program, Code
 5 of Conduct and related policies and procedures.

6 ~~7.~~ 6. Failure of CLINIC CONTRACTOR to submit its Compliance Program, Code of
 7 Conduct and relevant policies and procedures shall constitute a material breach of this Agreement.
 8 Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR
 9 shall constitute grounds for termination of this Agreement as to the non-complying party.

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

12 #

13 ~~1. ADMINISTRATOR~~ SANCTION SCREENING – CONTRACTOR shall ~~ensure that~~
 14 ~~CLINIC is made aware of ADMINISTRATOR's Code of Conduct.~~

15 ~~2. CLINIC has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its~~
 16 ~~own.~~

17 all screening policies and procedures ~~3. If CLINIC elects to have its own Code of Conduct, then it~~
 18 ~~shall submit a copy of its code of Conduct to ADMINISTRATOR within thirty (30) calendar days of~~
 19 ~~award of this Agreement.~~

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

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

27 ~~6. If CLINIC elects to adhere to ADMINISTRATOR's Code of Conduct then CLINIC shall~~
 28 ~~submit to ADMINISTRATOR a signed acknowledgement and agreement that CLINIC shall comply~~
 29 ~~with ADMINISTRATOR's Code of Conduct.~~

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

34 ~~C. COVERED INDIVIDUALS~~ ~~CLINIC shall~~ screen all Covered Individuals employed or
 35 retained to provide services related to this Agreement to ensure that they are not designated as
 36 "Ineligible Persons," as ~~defined hereunder.~~ pursuant to this Agreement. Screening shall be conducted
 37 against the General Services Administration's ~~List of Parties Excluded from Federal Programs~~

1 ~~and~~ Parties List System or System for Award Management, the Health and Human Services/Office of
2 Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and
3 Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

4 ~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other
5 persons who provide health care items or services or who perform billing or coding functions on behalf
6 of CONTRACTOR. Notwithstanding the above, this term does not include part-time or per-diem
7 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
8 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
9 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
10 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
11 made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and
12 procedures, or CONTRACTOR’s Compliance Program and Code of Conduct related policies and
13 procedures.

14 2. An Ineligible Person shall be any individual or entity who:
15 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~
16 federal and state health care programs; or
17 //
18 b. has been convicted of a criminal offense related to the provision of health care items or
19 services and has not been reinstated in the federal and state health care programs after a period of
20 exclusion, suspension, debarment, or ineligibility.

21 ~~2. CLINIC~~ 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire
22 or engagement. ~~CLINIC~~ CONTRACTOR shall not hire or engage any Ineligible Person to provide
23 services relative to this Agreement.

24 4. CONTRACTOR ~~3. CLINIC~~ shall screen all current Covered Individuals and
25 subcontractors semi-annually to ensure that they have not become Ineligible Persons.
26 ~~CLINIC~~ CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they
27 are eligible to participate in all federal and State of California health programs and have not been
28 excluded or debarred from participation in any federal or state health care programs, and to further
29 represent to ~~CLINIC~~ CONTRACTOR that they do not have any Ineligible Person in their employ or
30 under contract directly providing services relevant to this Agreement.

31 45. Covered Individuals shall be required to disclose to ~~CLINIC~~ CONTRACTOR immediately
32 any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
33 ~~CLINIC~~ CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a
34 Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or
35 otherwise becomes an Ineligible Person.

36 ~~5. CLINIC~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from
37 providing federal and state funded health care services by contract with COUNTY in the event that they

1 are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing
 2 agency. If ~~CLINIC~~CONTRACTOR becomes aware that a Covered Individual has become an Ineligible
 3 Person, ~~CLINIC~~CONTRACTOR shall remove such individual from responsibility for, or involvement
 4 with, COUNTY business operations related to this Agreement.

5 ~~6. CLINIC~~7. CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon becoming~~
 6 ~~aware that~~ if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified
 7 as such after being sanction screened. Such individual or entity shall be immediately removed from
 8 participating in any activity associated with this ~~AGREEMENT~~Agreement. ADMINISTRATOR will
 9 determine ~~if any appropriate~~ repayment ~~is necessary, as a result of services furnished by the ineligible~~
 10 ~~person from,~~ or ~~individual, from CLINIC~~ sanction(s) to ~~CONTRACTOR~~ for services provided by
 11 ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-
 12 five (45) business days after the overpayment is verified by CONTRACTOR and ADMINISTRATOR.

13 ~~D. REIMBURSEMENT STANDARDS~~

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

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

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

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

25 ~~E. COMPLIANCE TRAINING~~ ADMINISTRATOR shall make General Compliance Training
 26 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

30 //

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

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

34 4. Each Covered Individual attending training shall certify, in writing, attendance at
 35 compliance training. ~~CLINIC~~CONTRACTOR shall retain the certifications. Upon written request by
 36 ADMINISTRATOR, ~~CLINIC~~CONTRACTOR shall provide copies of the certifications.

37 MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

IV. CONFIDENTIALITY

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

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

~~V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS~~

~~. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS~~

A. CLINIC CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by CLINIC pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing, by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.~~ CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.

1 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

16 ~~B1. If CLINIC CONTRACTOR is deemed to be a nonprofit corporation organization, any change~~
17 ~~from a nonprofit corporation to any other corporate structure of CLINIC CONTRACTOR, including a~~
18 ~~change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2)~~
19 ~~month period of time, shall be deemed an assignment for purposes of this paragraph, unless~~
20 ~~CONTRACTOR is transitioning from a community clinic CONTRACTOR/health center to a Federally~~
21 ~~Qualified Health Clinic Center and has been so designated by the Federal Government. Any attempted~~
22 ~~assignment or delegation in derogation of this paragraph subparagraph shall be void.~~

23 ~~C 2. If CLINIC CONTRACTOR is deemed to be a for-profit organization, any change in the~~
24 ~~business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the~~
25 ~~assets or stocks of CLINIC CONTRACTOR, change to another corporate structure, including a change to~~
26 ~~a sole proprietorship, or a change in fifty percent (50%) or more of CLINIC's directors Board of~~
27 ~~Directors of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.~~
28 ~~Any attempted assignment or delegation in derogation of this paragraph subparagraph shall be void.~~

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

34 4.

35 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

36 ~~CLINIC~~ Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
37 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations

hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract.

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

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

//

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

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

VI. EMPLOYEE ELIGIBILITY VERIFICATION

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

VII. FACILITIES, PAYMENTS AND SERVICES

A. CLINIC CONTRACTOR agrees to provide the services, ~~staffing, facilities, any equipment and supplies, and reports~~ in accordance with ~~Exhibits~~ Exhibit A ~~and B~~ to this Agreement. COUNTY shall compensate, and authorize ~~in accordance with this Agreement,~~ when applicable, said services. CLINIC CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which

1 are necessary for the provision of the services hereunder.

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

5 #

6 **VIII. INDEMNIFICATION AND INSURANCE**

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

17 ~~— B. COUNTY agrees to indemnify, defend and hold CLINIC, its officers, employees,~~
 18 ~~agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including~~
 19 ~~defense costs,~~ (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind
 20 or nature, including but not limited to personal injury or property damage, arising from or related to the
 21 services, products or other performance provided by COUNTY CONTRACTOR pursuant to this
 22 Agreement ~~but only in proportion to and to the extent such claims, demands, including defense costs, or~~
 23 ~~liability are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR,~~
 24 ~~its officers, employees, or agents.~~ If judgment is entered against CONTRACTOR and COUNTY ~~and~~
 25 CLINIC by a court of competent jurisdiction because of the concurrent active negligence of
 26 CLINIC, COUNTY or COUNTY and CLINIC INDEMNITEES, CONTRACTOR and COUNTY agree
 27 that liability will be apportioned as determined by the court. Neither party shall request a jury
 28 apportionment.

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

33 ~~— D. Without limiting CLINIC's indemnification, CLINIC attests that it is self-insured~~ C. Prior
 34 to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required
 35 insurance, or shall maintain in force at all times a program of self-insurance at CONTRACTOR's
 36 expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to
 37 satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to

1 maintain such insurance coverage or maintain equivalent self-insurance during the entire term of this
 2 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to
 3 this Agreement shall obtain insurance or equivalent self-insurance subject to the same terms and
 4 conditions as set forth herein for CONTRACTOR.

5 D. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs
 6 or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any self-
 7 insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile
 8 liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk
 9 Management.

10 E. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 11 Agreement, COUNTY may terminate this Agreement.

12 F. ~~the~~ QUALIFIED INSURER

13 1. The policy or policies of insurance, if not self-insured, must be issued by an insurer licensed
 14 to do business in the state of California (California Admitted Carrier) or have a minimum rating of A-
 15 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition
 16 of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

17 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
 18 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
 19 reject a carrier after a review of the company's performance and financial ratings.

20 G. The policy or policies of insurance, or equivalent self-insurance, maintained by
 21 CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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

H. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

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

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

K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

L. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

M. If CONTRACTOR’s Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

O. Throughout the term of this AGREEMENT and upon written mutual agreement between COUNTY and CONTRACTOR, the insurance minimum limits and coverage as set forth in Subparagraph VIII.H. above may be increased or decreased. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI’s and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit

1 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
2 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

3 R. SUBMISSION OF INSURANCE DOCUMENTS

4 1. The COI and endorsements shall be provided to COUNTY as follows:

5 a. Prior to, or at the time of, execution of this Agreement.

6 b. No later than the expiration date for each policy.

7 c. ~~covering its operations placed with reputable insurance companies in amounts as~~
8 ~~specified~~ Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes
9 to any of the insurance types as set forth in Subparagraph F. of this Agreement.

10 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
11 in the Referenced Contract Provisions ~~on Page 4~~ of this Agreement. ~~Upon request~~

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

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

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

23 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
24 CONTRACTOR's monthly invoice.

25 d. ~~CLINIC shall provide~~ Notwithstanding the above, endorsements shall not be required
26 in the case of self-insurance.

27 //

28 //

29 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
30 insurance agent, be construed as adequate evidence of ~~such~~ insurance. COUNTY will only accept valid
31 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

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

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

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

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

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

~~G. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

IX. INSPECTIONS AND AUDITS

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

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A.

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

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

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

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

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

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

1 ~~evaluation.~~

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

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

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

16 ~~B. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION~~

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

19
20 ~~CFDA Term: November 1, 2010 through October 31, 2015~~

21 ~~CFDA No.: 93.778~~

22 ~~Program Title: California Bridge to Reform Demonstration~~

23 ~~Federal Agency: Centers for Medicare & Medicaid Services (CMS)~~

24 ~~Award Name: Low Income Health Program~~

25 ~~Annual Amounts: Will vary depending on actual services provided/claimed~~

26
27 ~~2. CLINIC may be required to have an audit conducted in accordance with federal OMB~~
28 ~~Circular Number A-133. CLINIC shall be responsible for complying with any federal audit~~
29 ~~requirements within the reporting period specified by OMB Circular Number A-133.~~

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

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

37 DC. AUDIT RESPONSE

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

7 #

8 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
9 by CLINIC CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
10 CLINIC CONTRACTOR, said funds shall be due and payable from one party to the other within sixty
11 (60) calendar days of receipt of the audit results. ~~Payment from COUNTY to CLINIC shall not cause~~
12 ~~COUNTY to exceed the Aggregate Maximum Obligation as specified in the Referenced Contract~~
13 ~~Provisions of this Agreement. If reimbursement is due from CLINIC~~ If reimbursement is due from
14 CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar
15 days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed
16 CLINIC CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

17 //

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

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

27
28 **X. LICENSES AND LAWS**

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

37 B. CLINIC CONTRACTOR shall comply with all applicable governmental laws, regulations, ~~or~~ and

1 requirements as they exist now or may be hereafter amended or changed.

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

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

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

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

18 #

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

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

32 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

37 //

//

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

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

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

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

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

#

XI. LITERATURE AND ADVERTISEMENTS

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

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

1 purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be
 2 approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

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

5 **XII. NONDISCRIMINATION**

6 **A. EMPLOYMENT**

7 1. During the ~~performance~~ term of this Agreement, ~~CLINIC~~ CONTRACTOR and its Covered
 8 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
 9 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
 10 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 11 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall
 12 make their best efforts to require in its subcontracts that subcontractors shall not unlawfully discriminate
 13 against any employee or applicant for employment because of his/her ethnic group identification, race,
 14 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation,
 15 medical condition, or physical or mental disability.

16 ~~2. CLINIC shall attest that the evaluation and treatment of employees and applicants for~~
 17 ~~employment are free from discrimination in the areas of~~ CONTRACTOR and its Covered Individuals
 18 shall not discriminate against employees or applicants for employment in the areas of employment,
 19 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
 20 pay or other forms of compensation; and selection for training, including apprenticeship.

21 ~~3. There shall be posted~~ CONTRACTOR shall not discriminate between employees with
 22 spouses and employees with domestic partners, or discriminate between domestic partners and spouses
 23 of those employees, in the provision of benefits.

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

27 ~~5.~~ All solicitations or advertisements for employees placed by or on behalf of
 28 ~~CLINIC~~ CONTRACTOR and ~~its subcontractors~~ or subcontractor shall state that all qualified applicants
 29 will receive consideration for employment without regard to ~~their~~ ethnic group identification, race,
 30 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation,
 31 medical condition, or physical or mental disability. Such ~~requirement~~ requirements shall be deemed
 32 fulfilled by use of the ~~phrase "an equal opportunity employer" or "term EOE".~~

33 ~~3. CLINIC shall give written notice of its obligations under this Equal Opportunity Clause to~~
 34 ~~each~~ 6. Each labor union or representative of workers with which ~~CLINIC~~ CONTRACTOR and/or
 35 subcontractor has a collective bargaining agreement or other contract or understanding.

36 ~~4. In~~ must post a notice advising the ~~event of non-compliance with this paragraph, or as~~
 37 ~~otherwise provided by federal~~ labor union or state law, this Agreement may be terminated or

~~suspended~~ workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in ~~whole or in part and CLINIC may be declared ineligible~~ conspicuous places available to employees and applicants for ~~future contracts involving federal or state funds passed through COUNTY~~ employment.

B. SERVICES, BENEFITS, AND FACILITIES ~~For all patients with the same medical need or condition, CLINIC~~ CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, ~~color~~, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability pursuant in accordance with Title IX of the Education Amendments of 1972 as they relate to ~~all~~ 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as applicable ~~federal and~~, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state ~~laws~~ law and regulations, as all may now exist or be hereafter amended or changed.

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

- ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- ~~b~~2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- ~~e~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- ~~d~~4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- ~~e~~5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR ~~2. Complaint Process~~ CLINIC shall establish procedures for advising all clients through a written statement that ~~CLINIC's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with ~~CLINIC, CONTRACTOR, subcontractor, and~~ ADMINISTRATOR.

~~1.~~ ~~or~~ Whenever possible, problems shall be resolved informally and at the ~~U.S. Department of Health and Human Services' Office~~ service. CONTRACTOR shall establish an internal informal problem resolution process for ~~Civil Rights. CLINIC's statement shall advise~~ clients ~~of~~ not able to resolve such problems at the ~~following~~ point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

~~a.~~ In those cases where the client's complaint is filed initially with the Office for Civil

~~Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request COUNTY to conduct the investigation.~~

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

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

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

//
//

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

XIII. NOTICES

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

~~1. When delivered personally; or~~

~~2~~ 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions ~~on Page 4~~ of this Agreement or as otherwise directed by ADMINISTRATOR;

~~2.~~ ~~3.~~ When faxed, transmission confirmed;

~~4.~~ ~~3.~~ When sent by Email; or

~~4.~~ ~~5. When delivered~~ When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United

1 Parcel Service, or other expedited delivery service.

2 #

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

5 ~~1. When written and deposited in the United States mail, first class postage prepaid, certified~~
6 ~~mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions on~~
7 ~~Page 4 of this Agreement or as otherwise directed by ADMINISTRATOR; or~~

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

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

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

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

18
19 **XIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

exists now or may hereafter be amended.

#

B. CLINIC CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other related federal and state regulations. CLINIC shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or CHPP.

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

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

//

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

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

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

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

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

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

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

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

D. CLINIC G. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of Personally Identifiable Information (PII) and/or Protected Health Information (PHI). CLINIC CONTRACTOR shall, notify COUNTY immediately by telephone call plus email or

1 fax upon the discovery of a ~~breach~~Breach of ~~privacy~~unsecured PHI and/or ~~security of PII and/or PHI~~ by
2 CLINIC, ~~notify federal and/or state authorities as required by law or regulation, and copy~~
3 ADMINISTRATOR on such notifications.

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

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

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

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

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

21 ~~H. CLINIC~~//

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

24 IN. If CLINICCONTRACTOR is unable to meet the record location criteria above,
25 ADMINISTRATOR may provide written approval to CLINICCONTRACTOR to maintain records in a
26 single location, identified by CLINICCONTRACTOR.

27 O. CONTRACTOR~~J. CLINIC~~ may be required to retain all records involving litigation
28 proceedings and settlement of claims for a longer term which ~~shall~~will be ~~reasonably~~directed by the
29 ADMINISTRATOR.

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

34 Q. If CLINICCONTRACTOR is a public institution, COUNTY understands and agrees that
35 CLINICCONTRACTOR is subject to the provisions of the California Public Records Act. In the event
36 CLINICCONTRACTOR receives a request to produce

37 #

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

4
5 **XV. RESEARCH AND PUBLICATION**

6 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
7 result of this Agreement for the purpose of personal publication.

8
9 **XVI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

24 //

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

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

32
33 **XVII. SEVERABILITY**

34 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
35 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
36 federal, state, or ~~COUNTY~~county statute, ordinance, or regulation, the remaining provisions of this
37 Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement

1 shall remain in full force and effect, and to that extent the provisions of ~~the~~this Agreement are severable.

3 **XVIII. STATUS OF ~~PARTIES~~ CONTRACTOR**

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

15 **XIX. TERM**

16 A. This specific Agreement with CLINIC CONTRACTOR is only one of several agreements to
17 which the term of this ~~Master~~-Agreement applies. The term of this ~~Master~~-Agreement shall commence
18 ~~and the specific term for CLINIC shall be terminate~~ as specified in the Referenced Contract Provisions
19 of this Agreement; ~~and, unless otherwise sooner terminated as~~ provided ~~further that the parties in this~~
20 Agreement; provided, however, CONTRACTOR shall continue to be obligated to comply with the
21 ~~requirements and perform the such duties specified in this Agreement. Such duties include, as would~~
22 normally extend beyond this term, including but are not limited to, obligations with respect to claims
23 ~~processing, reimbursement, reporting~~ confidentiality, indemnification, audits, reporting and accounting.

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

27 **XX. TERMINATION**

28 A. Either party may terminate this Agreement, without cause, upon ~~thirty (30)~~forty-five (45)
29 calendar days written notice given the other party.

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

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

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

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

15 D. CONTINGENT FUNDING

- 16 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 17 a. The continued availability of ~~—D~~ federal, state and county funds for reimbursement of
- 18 COUNTY's expenditures, and
- 19 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
- 20 approved by the Board of Supervisors.
- 21 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 22 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
- 23 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 24 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

25 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
26 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
27 discretion, reduce the funding level in an amount consistent with the reduced term of the Agreement.

28 //

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

36 ~~—E. If a court of competent jurisdiction determines that Eligible Persons are fully covered by the~~
37 ~~State of California Medi-Cal Program, or any other state program, all obligations and rights related to~~

1 ~~such persons under this Agreement shall be suspended while such court order is effective, or CLINIC~~
 2 ~~and COUNTY shall have the right to terminate this Agreement upon ten (10) calendar days prior written~~
 3 ~~notice given the other parties and without any cure period, notwithstanding any other prior or subsequent~~
 4 ~~provisions of this Agreement. In the event of any suspension or termination pursuant to this Agreement,~~
 5 ~~deposits of funding and reimbursement to any party shall be adjusted to reflect the obligations and duties~~
 6 ~~thereby reduced.~~

7 ~~F. CONTINGENT FUNDING~~

8 ~~1. Any obligation of COUNTY under this Agreement shall be contingent upon the following:~~

9 ~~a. The continued availability of sufficient federal, state, and COUNTY funds for~~
 10 ~~reimbursement of COUNTY's expenditures, and~~

11 ~~#~~

12 ~~b. Inclusion of sufficient funding for the services hereunder in the applicable budget~~
 13 ~~approved by the Board of Supervisors.~~

14 ~~2. In the event such funding is subsequently reduced or terminated; COUNTY may terminate~~
 15 ~~or renegotiate this Agreement upon thirty (30) calendar days written notice given CLINIC.~~

16 ~~a. COUNTY may reduce the MSI Base Funding and its obligations to make payments~~
 17 ~~under this Agreement, or terminate this Agreement, upon thirty (30) calendar days written notice to~~
 18 ~~CLINIC.~~

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

23 ~~c. COUNTY may reduce Low Income Health Program ("LIHP") Funding and its~~
 24 ~~obligations to make payments for services funded through the Coverage Initiative Program under this~~
 25 ~~Agreement upon thirty (30) calendar days written notice to CLINIC. The parties agree that such~~
 26 ~~reduction may necessitate that CLINIC substantially reduce or terminate its provisions of services~~
 27 ~~funded through LIHP Funding. CLINIC shall give thirty (30) calendar days prior written notice to~~
 28 ~~COUNTY of any reduction or termination of LIHP services, which notice shall be given no later than~~
 29 ~~thirty (30) calendar days after notice by COUNTY of its intent to reduce LIHP Funding.~~

30 G. AMENDMENT

31 1. In the event of a formal amendment to this Agreement ~~which increases the amount of~~
 32 ~~funding to the Clinic Pool and (Amendment),~~ which requires formal execution by both COUNTY and
 33 ~~CLINIC (Amendment),~~ CLINIC CONTRACTOR, CONTRACTOR shall return a fully executed
 34 Amendment to ADMINISTRATOR within ~~sixty (60)~~ thirty (30) calendar days of ADMINISTRATOR's
 35 delivery to CLINIC CONTRACTOR of said Amendment ~~to be executed by Contracting Clinics.~~

36 2. If CLINIC CONTRACTOR does not return a fully executed Amendment by the date
 37 specified, COUNTY ADMINISTRATOR may terminate this Agreement; provided, however,

COUNTY ADMINISTRATOR shall first notify CLINIC CONTRACTOR and then give ~~thirty (30)~~ forty-five (45) calendar days prior written notice to CLINIC CONTRACTOR, which notice shall be given no later than fifteen (15) calendar days after the fully executed Amendment was due to ADMINISTRATOR. At ADMINISTRATOR's discretion, a cure period may be provided to CLINIC CONTRACTOR.

H. In the event this Agreement is terminated by either party, ~~after receiving~~ pursuant to Subparagraphs B., C., D., E., F., or ~~providing a Notice of Termination,~~ CLINIC CONTRACTOR shall do the following:

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

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

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

#

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

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

5. Assist ADMINISTRATOR in effecting the transfer of ~~patients~~ clients in a manner consistent with ~~their~~ client's best interests.

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

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

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

XXI. THIRD PARTY BENEFICIARY

~~No~~ Neither party hereto intends that this Agreement shall create rights hereunder ~~in~~ for third parties including, but not limited to, any subcontractors or any ~~patients~~ clients provided services ~~hereunder~~ pursuant to this Agreement.

XXII. WAIVER OF DEFAULT OR BREACH

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

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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 ADMINISTRATOR.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 CLINIC SERVICES
 4 FOR THE
 5 MEDICAL ~~SERVICES INITIATIVE~~ SAFETY NET PROGRAM
 6 WITH
 7 «UC_NAME» «UC_DBA»
 8 ~~JULY~~ JANUARY 1, 2011 2014 THROUGH DECEMBER 31, 2012 2015

9
10 I. PREAMBLE

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

16
17 II. DEFINITIONS

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

20 A. "All Providers" or "Providers" means Contracting ~~Hospitals, Contracting Clinics, Receiving~~
21 ~~Hospitals~~ and Other Providers of Medical Services for the ~~MSI~~ MSN Program.

22 B. "Allowable Charges" ~~or~~ "means:

23 1. For Period One, "Allowable ~~Costs~~ Charges" means:
24 ~~1. For non-FQHC Clinics, the~~ an amount not to exceed 100% of CalOptima fee-for-service
25 reimbursement rates, less required co-payments.

26 2. For Period Two, "Allowable Charges" means
27 a. For Follow-Up Care services an amount not to exceed 100% of the Orange County's
28 CalOptima's fee-for-service reimbursement rates, less required co-payments.

29 b. For Specialty Care services, a proportional share of monies calculated by
30 ADMINISTRATOR, such that the total when added to the amounts paid for dental services and Follow-
31 Up Care Services, shall not exceed the Measure H Obligation, less required co-payments unless
32 indicated by the Preliminary Final Settlement. If the Measure H Obligation is not in effect for Period 2,
33 then Allowable Charges for Specialty Care Services shall be the same as Allowable Charges for Follow-
34 Up Care, less required co-payments.

35 C. ~~listed below in 1.a. through 1.c. are estimated percentages from the average reimbursement~~
36 ~~rate(s) used by Orange County's Medi-Cal Program for the most utilized billing codes by Contracting~~
37 ~~Clinics for charges that are determined by the Intermediary to be attributable to reimbursable services to~~

1 ~~Eligible Persons in accordance with the Agreement.~~

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

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

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

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

10 ~~_____ 2. For FQHC Clinics, an amount or amounts equivalent to CLINIC’s Prospective Payment~~
 11 ~~System (PPS) Rate(s) in effect during each period of the Agreement and in accordance with the STCs~~
 12 ~~and the LIHP Agreement. The PPS rate is the per visit rate negotiated between CLINIC and~~
 13 ~~Department, which rate may vary by location if CLINIC has more than one site designated as an FQHC~~
 14 ~~Clinic.~~

15 ~~_____ C. “Claimable Services” means Clinic Services provided to all persons meeting MSI Eligibility as~~
 16 ~~specified in the STCs and the LIHP Agreement.~~

17 ~~_____ D. “Clinic,” for purposes of the Agreement, means a health care facility designated as a~~
 18 ~~Community Clinic by the State of California that is located in the County of Orange.~~

19 ~~_____ E. “Clinic Claims” means a claim submitted by a Contracting Clinic for reimbursement of Clinic~~
 20 ~~Services.~~

21 ~~_____ F. “Clinic Funding” means the amount of all funding identified, for each period of the Agreement,~~
 22 ~~for reimbursement of Clinic Services.~~

23 ~~is the local agency created by _____ G. “Clinic Services” means any medical service provided by a~~
 24 ~~Contracting Clinic. As a result of LIHP Funding, Clinic Services may also include preventive services~~
 25 ~~and early intervention.~~

26 ~~_____ H. “Contracting Clinic” means a clinic that has executed a Clinic Services for the Medical Services~~
 27 ~~Initiative Program Agreement with COUNTY that is the same as the Agreement.~~

28 ~~to _____ I. “Dental Funding” means the amount of all funding identified, for each period of the Agreement,~~
 29 ~~for reimbursement of Dental Services.~~

30 ~~_____ J. “Dental Services” means Clinic Services relating to or used on the teeth to prevent serious~~
 31 ~~deterioration of health, as well as preventive and early intervention services as may be allowed in~~
 32 ~~accordance with the STCs.~~

33 ~~_____ K. “Department” means the California Department of Health Care Services.~~

34 ~~_____ L. “Federally Qualified Health Center” or “FQHC Clinic” means a Contracting Clinic that has also~~
 35 ~~executed an agreement with the Centers for Medicare & Medicaid Services (CMS) and is receiving a~~
 36 ~~federal grant under §330 of the Public Health Services Act (§330 grant). For the purposes of the~~
 37 ~~Agreement, FQHC Clinics shall also include a Contracting Clinic designated as an FQHC Look Alike,~~

1 | which has been determined by CMS to meet the requirements for receiving a \$330 grant, but not actually
2 | receiving such a grant.

3 | — M. “Final Settlement” means the final reimbursement to CLINIC and Other Providers, as specified
4 | in Paragraph IX. of Exhibit B to the Agreement.

5 | — N. “Fiscal Year” means the period commencing July 1 and ending June 30.

6 | — O. “Funds” means any payments, transfers, or deposits made by COUNTY, and any refunds,
7 | repayments, adjustments, earned interest or other payments made by, or recovered from, CLINIC or
8 | Other Provider, patient, third party, or other entity as the result of any duty arising from the Agreement.

9 | — P. “Intermediary” means the organization, under a separate agreement dated August 9, 2011, and
10 | any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of
11 | reimbursing All Providers in accordance with the Agreement and other specified Agreements for the
12 | MSI Program.

13 | — Q. “Low Income Health Program” or “LIHP” means funding provided through COUNTY’s
14 | contract with Department for expanded health care coverage including increasing the number of MSI
15 | Eligibles who are provided Clinic Services and Dental Services and providing preventive services and
16 | early intervention the Medi-Cal program.

17 | D. — R. “Low Income Health Program Agreement” or “LIHP Agreement” means the agreement
18 | for California Department of Health Care Services for participation in the Low Income Health Program
19 | effective for services provided November 1, 2010 and after.

20 | — S. “Maintenance of Effort” or “MOE” means the minimum amount of non-federal MSI funding
21 | required during each Fiscal Year, in accordance with the LIHP Agreement, to maintain the same level of
22 | MSI Funding that was actually expended for the MSI Program during FY 2006-07.

23 | “Care Coordination Unit” or “CCU — T. “Medical Home” means a Physician or Contracting Clinic that
24 | coordinates a cooperative team of healthcare professionals, takes collective responsibility for the care
25 | provided to the MSI Patient, and arranges for appropriate care with other qualified providers as needed.

26 | — U. “MSI” means Medical Services Initiative Program.

27 | — V. “MSI Base Funding” means the amount of funds identified by COUNTY for reimbursement of
28 | all MSI Program Services for each period of the Agreement, including those specified in the Agreement.

29 | — W. “MSI Eligible,” or “Eligible Person” means a person, enrolled in the MSI Program, meeting the
30 | eligibility requirements set forth in the STCs or criteria set by ADMINISTRATOR in order to meet its
31 | obligations under Welfare & Institutions Code (W&I) 17000.

32 | — X. “MSI Patient(s)” means a person who is either MSI Eligible or MSI Pending.

33 | — Y. “MSI Pending” means a person believed to meet the eligibility requirements set forth in the
34 | STCs for enrollment into the MSI Program whose MSI Program application has been submitted and not
35 | yet approved.

36 | — Z. “MSI Program” means all hospital services, physician services, Clinic Services, administrative
37 | services, and other non-hospital services for which reimbursement is authorized by the Agreement and

1 ~~all other agreements for the MSI Program.~~

2 ~~—AA. “Other Provider” means a hospital, physician, osteopath, podiatrist, dentist, nurse, ambulance~~
 3 ~~operator, home health services provider, pharmacy or supplier of durable medical equipment.~~

4 ~~—AB. “Qualified Clinic” means a fully licensed community clinic or federally qualified health center~~
 5 ~~that has been licensed by the State of California or the Federal Government, has provided services to~~
 6 ~~MSI eligible patients for twelve consecutive months, and has received eligibility identification training~~
 7 ~~approved by ADMINISTRATOR.~~

8 ~~—AC. “Recovery Accounts” means separate hospital and physician accounts for monies recovered by~~
 9 ~~Intermediary from HOSPITAL, Other Providers, or third party payers.~~

10 ~~—AD. “Special Terms and Conditions” or “STCs” means the document (Number 11 W 00193/9),~~
 11 ~~issued by the Centers for Medicare & Medicaid Services (CMS) to the California Health and Human~~
 12 ~~Services Agency (State), setting forth the conditions and limitations on the State’s 1115(a) Medicaid~~
 13 ~~Demonstration Waiver. The document describes in detail the nature, character and extent of CMS~~
 14 ~~involvement in the Waiver and the State’s obligations to CMS. The parties acknowledge that~~
 15 ~~requirements in the STCs, including any official amendments or clarifications thereto, relating to the~~
 16 ~~LHP shall be deemed as COUNTY’s obligation to the State.~~

17 ~~—AE. “Utilization Management Department” or “UMD” means appropriately licensed COUNTY staff~~
 18 ~~and/or COUNTY contracted staff responsible for the coordination of services as well as the concurrent~~
 19 ~~and retrospective utilization review of the medical appropriateness, level of care, and utilization of all~~
 20 ~~services provided to MSI/MSN Patients by All Providers.~~

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

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

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

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

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

37 J. “Covered California” means the California Health Benefit Exchange, an independent public

1 entity within the California State government, responsible for providing financial assistance and
2 organizing a marketplace for low-income and other California residents to compare and choose
3 affordable health insurance coverage.

4 K. "Final Settlement" means the final reimbursement to Contracting Clinics and Other Providers,
5 as specified in Paragraph VIII. of Exhibit B to the Agreement.

6 L. "Follow-Up Care and Specialty Services" means those specific medical services that are
7 reimbursable to Contracting Clinics only as set forth in Paragraph IV of this Exhibit A to the Agreement
8 and further defined as follows:

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

14 2. "Specialty Services" means the focus of medical care on one aspect of the MSN Patient's
15 care such as one organ system or one problem area.

16 //
17 //
18 //

19 M. "Funds" means any payments, transfers, or deposits made by COUNTY, and any refunds,
20 repayments, adjustments, earned interest or other payments made by, or recovered from, Contracting
21 Clinics, Other Providers, patient, third-party, or other entity as the result of any duty arising from this
22 Exhibit A and Exhibit B to the Agreement.

23 N. "Measure H Obligation" means the minimum amount of COUNTY Funds that must be
24 expended for Clinic Services in order to meet an auditing requirement established by Measure H in
25 2000 regarding the use of Tobacco Settlement Revenue, codified as Orange County Ordinance Title 1,
26 Division 4, Article 14, which as of the execution of the Agreement, is \$850,000. ADMINISTRATOR
27 reserves the right to re-evaluate the Measure H Obligation and make changes as appropriate.

28 O. "Interim Payment" means the interim reimbursement rates to Contracting Clinics as established
29 in Paragraph VI of Exhibit B to the Agreement for services provided in accordance with the Agreement.

30 P. "Intermediary" means the organization, under a separate agreement dated January 1, 2014, and
31 any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of
32 reimbursing All Providers in accordance with the Agreement and other specified Agreements for the
33 MSN Program.

34 Q. "Medi-Cal" means a government program financed by federal and state funds that provides
35 health care insurance to persons meeting eligibility criteria as provided for in Title 22 of the California
36 Code of Regulations.

37 R. "Medical Service(s)" means a medical service necessary to protect life, prevent significant

1 disability, or prevent serious deterioration of health. Guidelines for Reimbursable Medical Services are
 2 set forth in Paragraph IV of this Exhibit A to the Agreement and in the MSN Provider Manual.

3 S. "MSN" means the Medical Safety Net Program which is the County's Program responsible for
 4 its California Welfare & Institutions Code (W&I) 17000 obligation.

5 T. "MSN Funding" means the amount of funds identified by COUNTY for reimbursement of all
 6 MSN Program Services, including those specified in this Exhibit A to the Agreement.

7 U. "MSN Enrollee," or "Enrollee" means a person, enrolled in the MSN Program, meeting the
 8 eligibility criteria set by ADMINISTRATOR in order to meet its obligations under W&I 17000.

9 V. "MSN Patient" means a person who is either MSN Enrollee or MSN Pending.

10 W. "MSN Pending" means a person believed to meet the eligibility requirements for enrollment
 11 into the MSN Program whose MSN Program application has been submitted and not yet approved.

12 X. "MSN Program Services" means

13 1. All medical and administrative services for which reimbursement is authorized by the
 14 Agreement and all other agreements for the MSN Program, and;

15 2. Administrative services provided directly by COUNTY for which costs are directly incurred
 16 by COUNTY.

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

19 Z. "Recovery Account" means a separate account for monies recovered by Intermediary from
 20 Contracting Clinic, Other Providers, or third-party payers.

21 **III. CLINIC OBLIGATIONS**

22
 23 A. ~~CLINIC, shall, throughout the term of~~ CONTRACTOR, billing for Clinic Services for which
 24 reimbursement is provided through the Agreement, shall provide Clinic Services to ~~all low income~~
 25 persons covered by the Agreement presenting for treatment. ~~If offered by CLINIC, Clinic Services shall~~
 26 ~~include Dental Services.~~

27 1. By all appropriate means available, ~~CLINIC~~ CONTRACTOR shall assure that it meets
 28 licensing requirements, including physician staffing, to provide Clinic Services ~~and Dental Services to~~
 29 ~~Eligible Persons~~ to Enrollees under the Agreement.

30 2. For persons presenting at ~~CLINIC, MSI~~ CONTRACTOR, MSN Eligibility shall be verified
 31 electronically.

32 a. ~~CLINIC~~ CONTRACTOR shall designate staff members ~~and/or contract staff~~ to serve as
 33 Certified ~~MSI~~ MSN Application Technicians (CMAT) to screen its patients for current Medi-Cal,
 34 ~~Covered California~~ or ~~MSI~~ MSN eligibility.

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

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

2) Complete an MSI/MSN Program application for patients who appear to be MSI/MSN or Medi-Cal/Covered California eligible. ~~CLINIC's Social Services Agency~~ SSA shall make the final determination as to which program patients shall be made eligible.

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

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

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

1) Requiring the patient to select CLINIC/CONTRACTOR as their medical home Follow-Up Care provider;

2) Charging any fee for the application; and

3) Making a medical appointment.

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

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

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

b. In the event that CLINIC/CONTRACTOR is determined by ADMINISTRATOR to have discriminated in the provision of Clinic ~~and/or Dental~~ Services on the basis of the patient's status as an MSI/MSN Patient, ADMINISTRATOR shall advise the Intermediary to levy appropriate financial

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

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

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

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

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

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

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

19 ~~b. Pregnancy related services, including complications of pregnancy.~~

20 ~~c. Diagnostic and therapeutic services for male and female infertility, voluntary
21 sterilization, and birth control.~~

22 ~~d. Acupuncture and chiropractic procedures.~~

23 ~~e. Adult day care health services.~~

24 ~~f. Routine dental prophylactic, orthodontia, and fixed prostheses.~~

25 ~~g. Routine eye examinations; eyeglasses for refraction and eye appliances, hearing aids,
26 radial keratotomy, and other corrective laser eye procedures.~~

27 ~~h. Routine injections of antigen to ameliorate allergic conditions.~~

28 ~~i. All medication available over the counter and medication not on the MSI Program
29 formulary.~~

30 ~~j. Massage and therapeutic thermal packs.~~

31 ~~k. Bariatric surgery.~~

32 ~~l. Unless otherwise waived through the STCs, all services not allowable under Section
33 1905(a) of the Social Security Act or the State Medi-Cal Program.~~

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

36 B. As a condition of reimbursement for Clinic ~~and/or Dental~~ Services provided by
37 CLINIC CONTRACTOR to MSI Eligibles, CLINIC MSN Enrollees, CONTRACTOR shall ~~comply~~

1 1. Comply with ~~the Agreement~~ all requirements set forth herein, including, but not limited to,
2 Exhibit A and Exhibit B hereto, and shall of the Agreement.

3 2. Comply with all provisions of the MSN Provider Manual as it exists now or may hereafter
4 be ~~required to register~~ amended which is available
5 at <http://ochealthinfo.com/about/medical/providers/news>.

6 3. Register with ~~the~~ Intermediary, for ~~each period of the Agreement, for the MSI~~ the MSN
7 Program and provide all requested information by logging on to <https://ochca.amm.cc/register.aspx>.
8 CONTRACTOR shall ensure that it includes in the registration process all employees, agents, or
9 contractors who provide services on behalf of CONTRACTOR and for which services CONTRACTOR
10 will submit a Claim to Intermediary. Claims for such services, ~~throughout the term of the Agreement,~~
11 shall be processed and reimbursed by Intermediary ~~from the appropriate funding category in~~ in
12 accordance with ~~Paragraph III. of this~~
13 Exhibit ~~A to the Agreement.~~ ADMINISTRATOR may direct Intermediary ~~B to withhold or delay~~
14 payment due any CLINIC for failure to comply with the terms of the Agreement.

15 ~~1C.~~ Reimbursement provided through the Agreement shall be payment of last resort.
16 CLINIC CONTRACTOR shall bill and attempt collection of Medi-Cal, third-party settlement, or primary
17 other insurance covered claims to the full extent of such coverage and, upon submission of any
18 ~~claim~~ Clinic Claim, shall provide to Intermediary, proper documentation demonstrating compliance with
19 this requirement.

20 ~~2//~~

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

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

29 1) If CONTRACTOR does not offer laboratory (including blood draw) and/or
30 radiology services and refers MSN Enrollees an off-site provider for these services, CONTRACTOR
31 shall advise the MSN Enrollee that these providers may request the co-payment, even if services are
32 provided on the same day as the Clinic Services.

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

36 b. All required co-payments shall be deducted, by the Intermediary, from reimbursement
37 due CONTRACTOR; provided, however, if a co-payment is to be waived in accordance with the

1 Agreement, these amounts shall not be deducted by Intermediary from reimbursement due
 2 CONTRACTOR.

3 c. Claims covered by Medi-Cal, any third-party settlement, primary, or other insurance ~~or~~
 4 ~~a third-party settlement, include~~, including those received by or on behalf of an MSI/MSN Patient.
 5 CLINIC/CONTRACTOR shall attempt to bill and collect to the full extent of coverage those claims
 6 covered by all known third-party, primary, or other insurance or third-party payers.

7 bd. If CLINIC/CONTRACTOR becomes aware of any third-party, primary, or other
 8 insurance or a third-party settlement, including those received by or on behalf of an MSI/MSN Patient
 9 after reimbursement is made by Intermediary, nothing herein shall prevent CLINIC/CONTRACTOR
 10 from pursuing reimbursement from these sources; provided, however, that CLINIC/CONTRACTOR
 11 shall comply with Paragraph VI.V.G. of Exhibit B to the Agreement. Nothing in this paragraph shall
 12 prohibit CLINIC/CONTRACTOR from applying any unreimbursed portion of
 13 CLINIC's/CONTRACTOR's charges toward CLINIC's/CONTRACTOR's charity care and bad debt
 14 write-off policy.

15 ~~———— c. Any references to third party settlements above shall not apply to services provided to~~
 16 ~~MSI Eligibles who are also claimable to Department for LHP Funding. Third party settlements shall~~
 17 ~~not be pursued for services provided to MSI Eligibles who are also claimable to Department for LHP~~
 18 ~~Funding.~~ 2. ADMINISTRATOR may direct Intermediary to withhold or delay payment due any

19 CONTRACTOR for failure to comply with the terms of the Agreement.

20 D. CONTRACTOR:

21 ~~— C. CLINIC~~ shall have submitted this signed and executed Agreement, ~~and any subsequent~~
 22 ~~amendments,~~ to ADMINISTRATOR or Coalition no later than ~~sixty (60)~~ forty-five (45) calendar
 23 after ADMINISTRATOR's delivery to CLINIC/CONTRACTOR of the Agreement, ~~or any subsequent~~
 24 ~~amendments,~~ for execution by CLINIC/CONTRACTOR.

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

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

31 2. CLINIC/CONTRACTOR shall participate and cooperate with the MSI/MSN Program's
 32 ClinicConnect application provider and facilitate connection to the ClinicConnect application based on
 33 an implementation schedule established by MSI/MSN.

34 a. CLINIC/CONTRACTOR shall accept referrals from emergency departments for
 35 MSI/MSN Patients assigned to ~~CLINIC as a Medical Home. CLINIC/CONTRACTOR's facility.~~
 36 CONTRACTOR shall provide the necessary diagnostic services, and/or primary care follow-up resulting
 37 from the emergency service.

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

F. Follow-Up Care

~~E. Medical Home Services~~

1. ~~CLINIC~~CONTRACTOR shall ~~serve as a Medical Home~~provide Follow-Up Care for ~~MSI Eligibles assigned~~MSN Enrollees referred to CONTRACTOR by ~~ADMINISTRATOR~~the CCU.

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

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

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

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

3. CONTRACTOR shall facilitate.

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

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

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

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

~~d. Entering MSI Patient clinical data, such as height, weight, HbA1c, blood pressure, and other data agreed upon, in writing, by CLINIC and ADMINISTRATOR, through the ClinicConnect application as it becomes available. ADMINISTRATOR agrees to collaborate with CLINIC regarding~~

1 ~~all changes made to the ClinicConnect application, prior to deployment.~~

2 ~~_____ e. Facilitating referrals to specialists and coordinate forwarding of referral information to~~
3 ~~the specialist for follow-up care through UMDCCU.~~

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

6 ~~_____ g. ADMINISTRATOR shall monitor utilization of Clinic Services provided at CLINIC to~~
7 ~~evaluate if assigned MSI Enrollees are receiving the level of services as specified in the Agreement and~~
8 ~~appropriate to their medical needs and/or conditions. If ADMINISTRATOR determines that the level of~~
9 ~~services provided by CLINIC are below or in excess of the level of care required, based on the MSI~~
10 ~~Eligible's medical need and/or condition, CLINIC shall be required to implement a corrective action~~
11 ~~plan as directed by ADMINISTRATOR. Failure of CLINIC to appropriately implement a corrective~~
12 ~~action plan may result, at ADMINISTRATOR's discretion, in the level of MSI Eligibles assigned to~~
13 ~~CLINIC as a Medical Home being reduced or with the elimination of CLINIC as a Medical Home~~
14 ~~provider.~~

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

18 ~~_____ a. Number of MSI Patients assigned to CLINIC as a Medical Home;~~

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

21 ~~_____ c. Chronic Disease Management;~~

22 ~~_____ d. Preventive Measures;~~

23 ~~_____ e. ClinicConnect adoption and usage; and~~

24 ~~_____ f. Number of new and renewing applications performed by CLINIC's CMATs.~~

25 ~~_____ F. CLINIC~~ G. CONTRACTOR shall assist COUNTY and the Intermediary in the conduct of any
26 appeal hearings conducted by COUNTY or the Intermediary ~~in accordance with the Agreement or any~~
27 ~~other MSI Agreement~~ for which ~~CLINIC~~ CONTRACTOR receives reimbursement for services provided
28 to ~~MSI~~ MSN Patients.

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

36 ~~_____ H. CLINIC~~ I. CONTRACTOR shall not conduct any proselytizing activities, regardless of
37 funding sources, with respect to any person who has received services under the terms of the Agreement.

Further,

CLINIC

CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

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IV. FUNDING AND PAYMENTS

~~A. MSI Clinic and Dental Funds~~

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

. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES

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

B. Follow-Up Care and Specialty Services

V. FUNDING AND PAYMENTS

A. MSN Funding

~~1. Throughout the term of the Agreement, the MSN Funding~~ ~~2. From the MSI Base Funding, COUNTY shall establish an interest bearing trust fund (MSI Trust Fund) into which it shall transfer, for each Clinic Services period of the Agreement, not less than twenty five thousand dollars (\$25,000) per month of COUNTY Funding to the "Dental Trust Fund Account," which monthly transfer amount may be modified by ADMINISTRATOR, not to exceed three hundred thousand dollars (\$300,000) for Period One and for Period Two, and one hundred fifty thousand dollars (\$150,000) for Period Three, unless additional funding is made available through COUNTY's agreement with Intermediary.~~

~~3. COUNTY estimates LIHP funding in the amount of fifty seven million two hundred seventeen thousand three hundred sixty nine dollars (\$57,217,369), for Period One and for Period Two,~~

1 ~~and twenty seven million five hundred forty four thousand seven hundred eighty dollars (\$27,544,780)~~
 2 ~~for Period Three, of which an estimated four million five hundred one thousand five hundred sixty five~~
 3 ~~dollars (\$4,501,565) shall be allocated towards reimbursement of Clinic and Dental Services, for Period~~
 4 ~~One and for Period Two, and an estimated seven hundred sixty thousand dollars (\$760,000) for Period~~
 5 ~~Three. LHP funding shall be made available to Intermediary to reimburse Clinic and Dental Services~~
 6 ~~as follows, at the discretion of ADMINISTRATOR.~~

7 ~~_____ a. Advanced by COUNTY to Intermediary in anticipation of LHP funding to be received~~
 8 ~~during the Fiscal Year.~~

9 ~~_____ may be modified by COUNTY.~~

10 ~~_____ 2. _____ b. Reimbursed from LHP funding actually received by COUNTY.~~

11 ~~_____ c. The Agreement COUNTY has received approval to implement its LHP, and has~~
 12 ~~executed a contract with Department for LHP Funding for claiming reimbursement for MSI Services~~
 13 ~~commencing July 1, 2011.~~

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

20 ~~_____ 4. During Preliminary Final Settlement, for each period of the Agreement, MSN Funding is~~
 21 ~~anticipated to impact COUNTY'S obligations to make the Interim Payment to CONTRACTOR as~~
 22 ~~specified in Paragraph IXVLC of Exhibit B to the Agreement, Clinic Funding may be adjusted to ensure~~
 23 ~~full expenditure of LHP Funding allocated to COUNTY each Fiscal Year and meet COUNTY's~~
 24 ~~obligation regarding its MOE requirement.~~

25 ~~_____ 5. Any duties pursuant to the Agreement to deposit monies or make any payment COUNTY~~
 26 ~~shall not be due until ten (10) days after the commencement of the Agreement.~~

27 ~~_____ 6. Monthly Trust Fund Deposits shall commence by August 10th for Period One, and July~~
 28 ~~10th for Period Two and for Period Three, and continue thereafter by the tenth (10th) day of each month~~
 29 ~~through and including June 10th for Period One and for Period Two, and December 10th for Period~~
 30 ~~Three.~~

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

1 Agreement impact.

2 a. After receiving notice from COUNTY, CONTRACTOR may terminate the Agreement,
3 at CONTRACTOR's sole discretion, upon forty-five (45) calendar days written notice to
4 ADMINISTRATOR in accordance with the Termination Paragraph of the Agreement. CONTRACTOR
5 shall continue to provide services during the forty-five (45)-day notice period and shall cooperate with
6 ADMINISTRATOR in the reassignment of MSN Patients to another Contracting Clinic or Follow-Up
7 Care or Specialty Services provider as determined by ADMINISTRATOR with the CCU.

8 b. After termination of the Agreement, COUNTY shall not reimburse CONTRACTOR for
9 any services provided by CONTRACTOR to an MSN Patient on or after the effective termination date.

10 B. ~~MSI Clinic Funding~~ MSN Program Disbursements to ~~CLINIC~~ CONTRACTOR – COUNTY
11 shall pay the Intermediary an amount sufficient to reimburse Clinic Claims in accordance with Exhibit B
12 to the Agreement ~~and to pay for other services authorized from the Clinic Trust Fund Account in~~
13 ~~accordance with the Agreement. Such Funds shall be deposited immediately by the Intermediary into its~~
14 ~~Clinic Account maintained for all payments to CLINIC in accordance with the Agreement, including~~
15 ~~Final Settlement. Payment by the Intermediary to CLINIC shall be contingent upon COUNTY's receipt~~
16 ~~or confirmation of receipt of a fully executed Agreement from CLINIC.~~

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

22 ~~D~~ 1. Payment by the Intermediary to CONTRACTOR for Clinic Services shall be contingent
23 upon ADMINISTRATOR's receipt or confirmation of receipt of a fully executed Agreement from
24 CONTRACTOR.

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

27 C. Final Settlement – COUNTY shall pay Intermediary, ~~for each period of the Agreement, the~~
28 ~~balance of the MSI Trust Fund, including the Clinic Trust Fund Account, Dental Trust Fund Account,~~
29 ~~and projected LIHP funding. The Intermediary shall use these additional Funds to as may be available~~
30 ~~and necessary to make Final Settlement of ~~claims~~ Claims as provided ~~herein, including in~~ Exhibit B to the~~
31 Agreement.

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37 **VI. COUNTY OBLIGATIONS**

1 A. ADMINISTRATOR shall provide oversight of the MSI/MSN Program ~~throughout the term of~~
 2 ~~the Agreement~~, including appropriate program administration, coordination, planning, evaluation,
 3 financial and contract monitoring, public information and referral, standards assurance, and review and
 4 analysis of data gathered and reported.

5 ~~1. ADMINISTRATOR shall notify CLINIC, immediately upon becoming aware of any~~
 6 ~~amendments, modifications, changes, or updates to the STCs or the LIHP Agreement. When available,~~
 7 ~~ADMINISTRATOR shall provide CLINIC with a copy of the STCs and the LIHP Agreement, including~~
 8 ~~any written amendments, modifications, changes or updates.~~

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

11 B. ADMINISTRATOR, ~~throughout the term of the Agreement~~, shall establish, either directly
 12 and/or through subcontract(s), a ~~Utilization Management Department (UMD)~~ Care Coordination Unit
 13 (CCU) which shall:

14 1. Coordinate and make arrangements for the medical needs and care of MSI-Eligibles/MSN
 15 Enrollees. The UMD/CCU shall not be responsible for the coordination of the social services needs of
 16 such patients.

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

19 3. Assist in coordinating the transitions of MSI-Eligibles/MSN Enrollees to appropriate
 20 outpatient care, lower levels of care or needed services through COUNTY contracted providers for
 21 skilled nursing facilities, durable medical equipment ~~and~~, pharmacy services and ~~through community-~~
 22 ~~based providers for~~ home health care.

23 ~~4. Conduct patient and health care provider education which shall include, but not be limited~~
 24 ~~to:~~

25 ~~a. Availability of MSI Program services at locations other than UCI Medical Center.~~

26 ~~b. MSI Program services available at Contracting Clinics.~~

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

28 C. ADMINISTRATOR may enter into separate letters of ~~agreement~~ agreements for Dental/Follow-
 29 Up Care, Specialty Services, and/or dental services that cannot be provided by Contracting Clinics.

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

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VII. COMMITTEES/GROUPS

A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR, ~~and~~ which shall ~~perform the duties specified in the Agreement throughout the term of the Agreement~~ meet at least quarterly and may meet more frequently as determined by ADMINISTRATOR.

B. The MPC shall consist of the following members:

- 1. ~~One physician appointed by ADMINISTRATOR,~~ MSN Program Medical Director who shall ~~be chairperson~~ serve as Chairperson of the committee; Committee
- 2. ~~One physician~~ Multiple Physicians from the ~~MSI Physician Community;~~ private sector, hospital and clinic communities
- 3. ~~One representative from the MSI Hospital Community;~~
- ~~4. One representative from the MSI Clinic Community; and~~
- ~~5. Two~~ A minimum of two additional representatives from the ~~MSI~~ MSN Program;
- 4. Representative from the Care Coordination Unit
- 5. Pharmacy Consultant
- 6. MSN Program Public Health Nurse(s)

//

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~~ MSN Program benefits, for inclusion in, or deletion from, the ~~MSI~~ MSN 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~~ Approval of modifications, deletions, and additions to; the list of services for which All Providers will be recommended to seek pre-authorization from COUNTY's ~~UMD~~ CCU.
- 5. Review and ruling on any appeals brought before the MPC.
- 6. Enlisting the expertise of specialists when indicated.

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

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 CLINIC SERVICES
 4 FOR THE
 5 MEDICAL ~~SERVICES INITIATIVE~~ SAFETY NET PROGRAM
 6 WITH
 7 «UC_NAME» «UC_DBA»
 8 ~~JULY~~ JANUARY 1, ~~2011~~ 2014 THROUGH DECEMBER 31, ~~2012~~ 2015

9 CLAIMS AND DISBURSEMENTS

10 I. PREAMBLE

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

16 II. SATISFACTION OF COUNTY OBLIGATIONS

17 In consideration of payments made by COUNTY through its Intermediary for Clinic Services ~~and~~
 18 ~~Dental Services for low income persons~~ provided to MSN Patients pursuant to the Agreement,
 19 COUNTY's obligation to ~~CLINIC~~ CONTRACTOR and ~~low income~~ persons for whom it may have any
 20 legal obligation to provide Clinic ~~Services and/or Dental~~ Services shall be satisfied.

21 ~~II. CLINIC AND DENTAL ACCOUNTS~~

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

27 III. ~~REVIEW OF CLAIMS~~

28 ~~During each Administrative/Claiming Responsibilities period of this Agreement, COUNTY shall~~
 29 ~~require Intermediary to:~~

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

- ~~1 B. Review claims in accordance with its Operations Manual, as approved by ADMINISTRATOR.~~
~~2 C. Deny all claims that do not meet the conditions and requirements of the Agreement for claim~~
~~3 submission, processing, and reimbursement, including, but not limited to obligations pursuant to~~
~~4 pursuing third party, primary or other insurance claims as specified in this Exhibit B to the Agreement.~~
~~5 D. Be responsible for monies paid, in any form, for non-reimbursable services, for services to~~
~~6 persons who are not Eligible Persons, or for payment to any provider or other entity not entitled under~~
~~7 the Agreement to such payment. The Intermediary shall reimburse the appropriate Hospital, Physician~~
~~8 or Clinic Accounts for any such payments.~~

10 **IV. CONDITIONS OF REIMBURSEMENT**

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

13 1. Claims for Clinic ~~and Dental~~ Services provided during ~~the term~~ each Period of the
 14 Agreement, as enumerated in the Referenced Contract Provision of the Agreement, except for:

- 15 a. Claims for Clinic ~~and Dental~~ Services covered by a court order.
 16 b. Claims for Clinic ~~and Dental~~ Services if eligibility for a person is established by Social
 17 Services Agency (SSA) after the claims submission deadline for the applicable contract period.

18 2. Submitted electronically and completed in accordance with the Agreement. Paper claims
 19 shall not be accepted ~~for services provided on or after July 1, 2011~~ without prior authorization of
 20 ADMINISTRATOR.

21 ~~a. CLINIC and/or Intermediary, on behalf of CLINIC, may request an extension from~~
 22 ~~ADMINISTRATOR. CLINIC and/or Intermediary shall be specific as to the reason for the requested~~
 23 ~~extension. Approval of the extension by ADMINISTRATOR shall not be unreasonably withheld~~
 24 ~~provided that CLINIC and/or Intermediary can demonstrate a good faith effort to submit claims~~
 25 ~~electronically.~~

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

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

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

35 a. September 30, 2014 for Period One.

36 b. September 30, 2015 for Period Two

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

1. ~~October 31st, 2014~~ for Period One ~~and Period Two, and April 30th for Period Three.~~

2. ~~October 31, 2015 for Period Two~~

C. The Intermediary ~~shall~~should reimburse all approved claims as soon as possible, and in no event later than ~~thirty (30)~~sixty (60) calendar days following the end of the month in which the claim was approved, ~~unless otherwise approved by ADMINISTRATOR.~~

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

1. ~~November 30, 2014 for Period One~~

2. ~~November 30, 2015 for Period Two~~

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

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

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

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

4. ~~Dental Services~~ Any payment for the above Clinic Claims occurring after Final Settlement shall be deemed "Exception Claims" and shall be paid from Exception Funding as provided ~~during FY 2011-12, FY 2012-13, and FY 2013-14 shall be null and void after November 30th for Period One and Period Two, and May 31st for Period Three respectively~~ for in COUNTY's agreement with the Intermediary.

~~E~~ F. In order for Clinic Claims to be considered for any Final Settlement adjustment as provided herein, CONTRACTOR must submit all Claims to Intermediary, whether or not, due to CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for the Interim Payment, as specified in Paragraph VI of this Exhibit B to the Agreement.

G. Unless otherwise directed by ADMINISTRATOR, all Clinic claims shall be submitted to:
Advanced Medical Management, Inc.
P.O. Box 30248
Long Beach, California 90853

IV. CLAIM DENIAL/APPEAL

~~A. CLINIC and its respective patients~~ A. CONTRACTOR 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~~CONTRACTOR may resubmit denied claims to the Intermediary; provided, however, ~~CLINIC~~CONTRACTOR 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~~ D. CONTRACTOR may appeal claims denied by the Intermediary to the Intermediary in accordance with procedures set forth by ADMINISTRATOR in the ~~MSIMSN Provider Manual and MSI Patient Handbook.~~ Such appeal shall be made, in writing using the appeal form required by the Intermediary, no later than thirty (30) calendar 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) calendar days.

2. If the appeal is subsequently denied by the Intermediary, ~~CLINIC or its respective patients~~CONTRACTOR, within thirty (30) calendar 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~~CONTRACTOR shall have no right to further review of the claim.

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

1. November 15th, 2014 for Period One ~~and Period Two, and May 15th~~

2. November 15, 2015 for Period ~~Three~~ Two

V. THIRD PARTY, PRIMARY OR OTHER INSURANCE CLAIMS

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

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

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

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

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

D. ~~CLINIC~~CONTRACTOR shall report to the Intermediary any payments received from a third

1 party, primary or other insurance covered claims.

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

5 //

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

9 G. Provider Refunds Of Claims Covered By Other Payments

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

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

33 3. For purposes of computing the amount of reimbursement due from
34 ~~CLINIC~~ CONTRACTOR, after Final Settlement ~~for each period of the Agreement~~, the services provided
35 an ~~Eligible Person~~ Enrollee shall be valued at the percentage of reimbursement for the applicable contract
36 period, less any co-payments or other fees.

37 #

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

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

18 ~~6. Any references to third party settlements above shall not apply to services provided to MSI~~
 19 ~~Eligibles who are also claimable to Department for LIHP Funding. Third party settlements shall not be~~
 20 ~~pursued for services provided to MSI Eligibles who are also claimable to Department for LIHP Funding.~~

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22 //

23 VI.

24 **~~VII. RECOVERY ACCOUNTS~~**

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

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

34 **~~VIII. INTERIM PAYMENTS TO CONTRACTING CLINICS~~**

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

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

~~C. Upon approval of Clinic Claims, with the exception of Clinic Claims for Dental Services dental services, the Intermediary shall make interim reimbursements an Interim Payment 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%

~~one hundred percent (100%) of the Statewide Medi-Cal rate, less required co-payments to be collected by CONTRACTOR. ADMINISTRATOR may.~~ ~~2. ADMINISTRATOR, at its sole discretion, may modify the percentage of the interim reimbursement to Contracting Clinics specified in subparagraph C.1. above, this percentage at any time during the term of the Agreement.~~

~~DB. 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~~
- ~~b. Meeting the access requirements as specified in the STCs, specifically providing Primary care appointments within thirty (30) business days of the request~~
- ~~c. Chronic disease management~~
- ~~d. Preventive Measures~~
- ~~e. Clinic Connect adoption and usage~~
- ~~f. Number of new and renewing application performed by CLINIC's CMATs~~

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

for dental services shall be reimbursed at most recent version of ~~E. Claims for Dental Services shall be reimbursed:~~

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

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

~~3. Reimbursement shall be limited to one thousand dollars (\$1,000) per MSI Eligible per Fiscal Year, which may be modified by ADMINISTRATOR, less required co-payments to be collected by CONTRACTOR, and shall not be subject to Final Settlement.~~

~~4. In~~ 1. If a reduction in MSN Funding is anticipated to impact COUNTY'S obligations to make the Interim Payment to CONTRACTOR as specified above, COUNTY shall provide written notice to CONTRACTOR.

2. In order for any Clinic Claims to be considered for any Final Settlement adjustment as provided herein, CONTRACTOR must submit all Claims to the Intermediary, whether or not due to CONTRACTOR's collection of the co-payments from the MSN Enrollees, the Claims are eligible for the Interim Payment.

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

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

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

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

- 7 1) \$45 for laboratory services (including blood draw if lab samples are sent off site)
- 8 2) \$65 for radiology services

9 2. Regardless of the number of services or visits provided in a single day, only one (1) co-
10 payment may be collected per day.

11
12 **VII. PAYMENTS FOR OUTPATIENT PHARMACY SERVICES**

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

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

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

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

27
28 **IX. FINAL SETTLEMENT**

29 A. ~~The Intermediary shall complete~~ Prior to final reimbursement to All Providers ~~for each period of~~
30 ~~the 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 ~~complete each step of Preliminary Final Settlement to ensure timely completion of Final Settlement.~~

1 Throughout the Preliminary Final Settlement process, ADMINISTRATOR shall determine the amount
 2 of MSI Base Funding, LIHP funds, and any other funding that shall be allocated to each Account based
 3 on actual claims paid for MSI Eligibles to All Providers in order to calculate any Final Settlement
 4 reimbursement above the Interim Payment to All Providers.

5 1. Based on results of the Preliminary C. Final Settlement to Contracting Clinics — The
 6 Intermediary shall utilize the following procedures to compute amounts due to CLINIC through Final
 7 Settlement:

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

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

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

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

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

26 ~~E. Supplemental Final Settlement for prior MSI Agreement periods:~~

27 ~~1. If Department allocates additional Coverage Initiative Funding to COUNTY in excess of its~~
 28 ~~allocation for Program Year (PY) 2008-09 and/or PY 2009-10 based on claims previously submitted to~~
 29 ~~Department (or resubmitted at Department's request) for services provided in PY 2008-09 and/or PY~~
 30 ~~2009-10, ADMINISTRATOR, at its sole discretion, shall direct the Intermediary to either: determine if~~
 31 ~~Final Settlement shall occur.~~

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

34 ~~b. Allocate additional funding for any contract period from July 1, 2011 through~~
 35 ~~December 31, 2013 as specified herein, in which Final Settlement has been completed or remains in~~
 36 ~~process.~~

37 2. If such funds are allocated ADMINISTRATOR determines that Final Settlement shall occur,

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.

3. ADMINSTRATOR shall make its best efforts to calculate Final Settlement for physicians, certain Clinic services and Hospitals eligible for Final Settlement at the same percentage rates of CalOptima reimbursement rates.

4. The results of Preliminary Final Settlement should be communicated to all Contracting Clinics on or about December 15 of each Period. Such notice shall include notification to CONTRACTOR of any Medi-Cal coverage, third party settlement, primary or other insurance coverage that has been identified by Recovery Services and not yet paid by CONTRACTOR. Any amounts due CONTRACTOR shall be reduced by any outstanding amounts owed COUNTY.

B. Unless otherwise extended, in whole or in part, by ADMINISTRATOR, Final Settlement shall be accomplished no later than

1. December 31, 2014 for Period One.

2. December 31, 2015 for Period Two.

C. Final Settlement to Contracting Clinics - The Intermediary shall utilize the following procedures to compute amounts due to CONTRACTOR for Clinic Services through Final Settlement. Final Settlement shall be based upon claims submitted and approved in accordance with the Agreement. In order for any Clinic Claims to be considered for any Final Settlement adjustment as provided herein, CONTRACTOR must submit all Claims to Intermediary, whether or not due to CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for the Interim Payment, as specified in Paragraph VI of this Exhibit B to the Agreement.

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

//

2. Step 2: If determined by the Preliminary Final Settlement, Intermediary shall calculate the amount of funding required to reimburse each Contracting Clinic a proportionate share of the MSN Funding specified by ADMINISTRATOR at an amount not to exceed Allowable Charges based on the formula below:

$$\begin{array}{l} \text{Contracting} \\ \text{Clinic} = \\ \text{Share} \end{array} = \frac{\text{Total Agreement Period interim} \\ \text{payments to Contracting Clinics}}{\text{Total Agreement Period interim} \\ \text{payments for all Clinic Claims}} \times \frac{\text{Funds} \\ \text{Specified by} \\ \text{ADMINISTRATOR}}$$

3. The difference between the Interim Payments and the amount calculated shall be paid Contracting Clinics as Final Settlement.

4. Settlement Limitation

a. For Period One, the total interim payments shall be adjusted for recovery of any third-party insurance, voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed charges less required co-payments or Allowable Charges less required co-payments, whichever is less.

b. For Period Two, the total interim payments shall be adjusted for other insurance, voided claims and refunds. If the Measure H Obligation is in effect, there is no limitation on Final Settlement reimbursement for these services. If the Measure H Obligation is not in effect, no Contracting Clinic shall be reimbursed more than billed charges less required co-payments or Allowable Charges less required co-payments, whichever is less.

D. All Funds in accounts maintained by the Intermediary relating to the term of the Agreement, which funds are remaining after Final Settlement, and all other payments required by the Agreement have been made, shall be, in whole or in part, returned to COUNTY by the Intermediary or used to complete a Supplemental Final Settlement for services provided prior to January 1, 2014, as directed by ADMINISTRATOR, at ADMINISTRATOR's sole discretion.

~~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.~~

IX. SATISFACTION OF CLAIMS

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

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