

1 CONTRACT FOR PROVISION OF  
 2 MEDICAL SAFETY NET PROGRAM HOSPITAL SERVICES  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 «UC\_NAME» «UC\_DBA»  
 7 JULY 1, 2024, THROUGH JUNE 30, 2027

8  
 9 THIS CONTRACT entered into this 1st day of July 2024 (effective date), is by and between the  
 10 COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and  
 11 «UC\_NAME»«UC\_DBA», «CORP\_STAT», (CONTRACTOR). COUNTY and CONTRACTOR may  
 12 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract  
 13 shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee  
 14 (“ADMINISTRATOR”).

15  
16 **WITNESSETH:**

17  
 18 WHEREAS, COUNTY, in order to meet its obligations under California Welfare & Institutions  
 19 Code 17000 (W&I 17000), COUNTY has established a Medical Safety Net (MSN) Program to provide  
 20 services which are medically necessary to protect life, prevent significant disability, or prevent serious  
 21 deterioration of health; and,

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

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

27 WHEREAS, CONTRACTOR, upon the terms and conditions set forth herein, is willing to provide  
 28 Hospital Services to persons covered by this Contract; and,

29 WHEREAS, COUNTY, as provided herein, desires to reimburse CONTRACTOR for providing  
 30 Hospital Services to persons covered by this Contract; and,

31 WHEREAS, the parties wish to provide equitable reimbursement of Services with a minimum of  
 32 administrative cost; and

33 WHEREAS, COUNTY has entered into separate contracts for reimbursement of hospitals,  
 34 physicians, and other medical providers for provision of MSN Program Services; and,

35 WHEREAS, the parties desire to state the respective rights and responsibilities of the parties related  
 36 to providing, claiming, and reimbursing Network Hospital Services.

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

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**REFERENCED CONTRACT PROVISIONS**

**Master Contract Term:** July 1, 2024, through June 30, 2027

Period One means the period July 1, 2024, through June 30, 2025

Period Two means the period July 1, 2025, through June 30, 2026

Period Three means the period July 1, 2026, through June 30, 2027

**Administrative/Claiming Responsibilities:**

Period One means the period July 1, 2024, through December 31, 2025

Period Two means the period July 1, 2025, through December 31, 2026

Period Three means the period July 1, 2026, through December 31, 2027

**Basis for Reimbursement:** Fee-For-Service

**Payment Method:** Payment in Arrears

**CONTRACTOR DUNS Number:** «UEI #»

**CONTRACTOR TAX ID Number:** «TAX\_ID\_»

**Notices to COUNTY and CONTRACTOR:**

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

HOSPITAL: «LC\_NAME»«LC\_DBA»  
Attn: «CONTACT\_1»«TITLE» «CONTACT\_2» «TITLE\_2»  
«ADDRESS» «ADDRESS\_2»  
«CITY STATE ZIP» «CITY STATE ZIP\_2»

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## I. ACRONYMS

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

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

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

## **II. ALTERATION OF TERMS**

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

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

## **III. COMPLIANCE**

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

27 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
 28 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
 29 General Compliance and Annual Provider Trainings.

30 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
 31 compliance program, code of conduct and any compliance related policies and procedures.  
 32 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
 33 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
 34 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.  
 35 These elements include:

- 36 a. Designation of a Compliance Officer and/or compliance staff.
- 37 b. Written standards, policies and/or procedures.

- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR'S proposed compliance program and code of conduct contain all required elements to ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

#### C. MEDI-CAL 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. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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



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

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

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

9 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
10 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the  
11 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
12 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
13 Compliance Paragraph prior to ADMINISTRATOR’s right to terminate this Contract on the basis of such  
14 default.

15  
16 **IV. CONFIDENTIALITY**

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

20 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
21 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of  
22 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
23 all information and records which may be obtained in the course of providing such services. This Contract  
24 shall specify that it is effective irrespective of all subsequent resignations or terminations of  
25 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
26 consultants, subcontractors, volunteers and interns.

27  
28 **V. CONFLICT OF INTEREST**

29 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
30 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
31 apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods  
32 and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to  
33 establishing rules and procedures preventing its employees, agents, and subcontractors from  
34 providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed  
35 to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

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## VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

1  
2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
3 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
4 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
6 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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, professional services provided by consultants, and medical services not provided directly by CONTRACTOR, including but not limited to dialysis.

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

**VII. DISPUTE RESOLUTION**

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

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1 1. CONTRACTOR shall submit to the COUNTY Purchasing Agent a written demand for a final  
2 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving  
3 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

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

9 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
10 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,  
11 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed  
12 diligently shall be considered a material breach of this Contract.

13 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
14 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision  
15 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
16 decision adverse to CONTRACTOR's contentions.

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

24  
25 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

26 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
27 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
28 consultants performing work under this Contract meet the citizenship or alien status requirements set forth  
29 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and  
30 consultants performing work hereunder, all verification and other documentation of employment  
31 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
32 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they  
33 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
34 employees, subcontractors, and consultants for the period prescribed by the law.

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1 **IX. FACILITIES, PAYMENTS, AND SERVICES**

2 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
3 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
4 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
5 minimum number and type of staff which meet applicable federal and state requirements, and which are  
6 necessary for the provision of the services hereunder.

7 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and  
8 administrative capabilities required to carry out its duties and responsibilities under this Contract and in  
9 accordance with all the applicable statutes and regulations pertaining to Medi-Cal Providers.

10  
11 **X. INDEMNIFICATION AND INSURANCE**

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

22 B. COUNTY agrees to indemnify, defend with counsel, and hold CONTRACTOR, its officers,  
23 employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands  
24 or liability of any kind or nature, including but not limited to personal injury or property damage, arising  
25 from or related to COUNTY's negligence or intentional misconduct in the performance of this Contract.  
26 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
27 because of the concurrent active negligence of COUNTY or INDEMNITEES, CONTRACTOR and  
28 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
29 a jury apportionment.

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

34 D. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
35 required insurance, or maintain a program of self-insurance, at CONTRACTOR's expense and to submit  
36 to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the  
37 insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such

1 insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during entire  
2 term of this Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR  
3 pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein  
4 for CONTRACTOR. This provision shall not be applicable to service agreements usually and customarily  
5 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, professional services  
6 provided by consultants, and medical services not provided directly by CONTRACTOR, including but  
7 not limited to dialysis. CONTRACTOR shall have policies and procedures that govern credentialing and  
8 medical staff privileges for hospitalists to access and utilize CONTRACTOR's facilities for the provision  
9 of services under this Contract. CONTRACTOR shall ensure that hospitalists adhere with  
10 CONTRACTOR's policies and procedures related to CONTRACTOR's credentialing and medical staff  
11 privilege requirements, which shall ensure hospitalists' limits of insurance are commensurate with  
12 hospitalists' level of exposure.

13 E. All SIRs shall be clearly stated on the COI. If CONTRACTOR is self-insured,  
14 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
15 Contract, agrees to all of the following:

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

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

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

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

27 G. QUALIFIED INSURER

28 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-  
29 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition  
30 of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

31 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
32 Risk Management retains the right to approve or reject a carrier after a review of the company's  
33 performance and financial ratings.

34 H. The policy or policies of insurance, or equivalent self-insurance, maintained by CONTRACTOR  
35 and/or in aggregate across CONTRACTOR's hospital health system shall provide the minimum limits  
36 and coverage as set forth below:

37 //

1 1. Professional/Medical Malpractice - maintain a Professional Liability (Medical Malpractice)  
2 insurance policy with minimum limits as follows:

3 CONTRACTOR providing Covered Services: \$10,000,000 per incident/  
4 \$10,000,000 aggregate.

5 2. Commercial General Liability/Commercial Automobile Liability – maintain a Commercial  
6 General Liability Insurance policy and a Commercial Automobile Liability Insurance policy with  
7 minimum limits as follows:

8 Commercial General Liability \$5,000,000 per occurrence/\$5,000,000 aggregate

9 Commercial Automobile Liability \$1,000,000 combined single limit each accident

10 3. Workers' Compensation Statutory

11 4. Employers' Liability Insurance \$1,000,000 per accident or disease

12 5. Network Security and Privacy Liability \$5,000,000 per claims made

13 6. Sexual Abuse and Molestation \$2,000,000 per occurrence

14 I. CONTRACTOR, at its sole cost and expense, shall maintain the above referenced policies as  
15 shall be necessary to insure itself, customers (including Members), employees, agents, and representatives  
16 against any claim or claims for damages arising by reason of:

17 1. personal injuries or death occasioned in connection with the performance of any Covered  
18 Services provided hereunder;

19 2. the use of any property and Facilities of the Hospital; and

20 3. activities performed in connection with the Contract.

21 J. REQUIRED COVERAGE FORMS

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

24 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00  
25 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

26 K. REQUIRED ENDORSEMENTS

27 1. The Commercial General Liability policy shall contain the following endorsements, which  
28 shall accompany the Certificate of Insurance:

29 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as  
30 broad naming the County of Orange, its elected and appointed officials, officers, agents and employees  
31 as Additional Insureds, or provide blanket coverage, which shall state AS REQUIRED BY WRITTEN  
32 CONTRACT.

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

36 2. The Network Security and Privacy Liability policy shall contain the following endorsements  
37 which shall accompany the Certificate of Insurance:

1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials,  
2 officers, employees, and agents as Additional Insureds for its vicarious liability. A primary and non-  
3 contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-  
4 insurance maintained by the County shall be excess and non-contributing.

5 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
6 all rights of subrogation against the County of Orange, its elected and appointed officials,  
7 officers, agents and employees, or provide blanket coverage, which shall state AS REQUIRED BY  
8 WRITTEN CONTRACT.

9 M. All insurance policies required by this Contract shall waive all rights of subrogation against  
10 the County of Orange, its elected and appointed officials, officers, agents and employees when acting  
11 within the scope of their appointment or employment.

12 N. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy  
13 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the  
14 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach  
15 of CONTRACTOR's obligation hereunder and grounds for COUNTY to suspend or terminate this  
16 Contract.

17 O. If CONTRACTOR's Professional Liability and/or Network Security & Privacy are "Claims  
18 Made" policies, CONTRACTOR shall agree to the following:  
19 The retroactive date must be shown and must be before the date of the Contract or the beginning of the  
20 Contract services. Insurance must be maintained, and evidence of insurance must be provided for at least  
21 three (3) years after expiration or earlier termination of Contract services. If coverage is canceled or non-  
22 renewed, and not replaced with another claims-made policy form with a retroactive date prior to the  
23 effective date of the contract services, Contractor must purchase an extended reporting period for a  
24 minimum of three (3) years after expiration of earlier termination of the Contract.

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

27 Q. Insurance certificates should be forwarded to the department address listed under the  
28 Referenced Contract Provisions section of this Contract upon execution of this Contract.

29 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
30 insurance of any of the above insurance types throughout the term of this Contract which shall be mutually  
31 agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager  
32 as appropriate to adequately protect COUNTY.

33 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
34 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to  
35 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
36 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
37 all legal remedies.



1 T. The procuring of such required policy or policies of insurance shall not be construed to limit.  
2 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this  
3 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

4 U. SUBMISSION OF INSURANCE DOCUMENTS

5 1. The COI and endorsements shall be provided to COUNTY as follows:  
6 a. Upon execution of this Contract.  
7 b. No later than the expiration date for each policy.  
8 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
9 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

10 2. The COI and endorsements shall be provided to COUNTY at the address specified in the  
11 Referenced Contract Provisions of this Contract.

12 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
13 provisions stipulated in this Contract 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 contracts between COUNTY and CONTRACTOR until such time that the required  
17 COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to  
18 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 contracts between COUNTY and  
21 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
22 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

27 e. Hospital Association of Southern California may provide assistance to COUNTY in  
28 collecting, submitting and distributing and/or coordinating any notices which may be provided by  
29 ADMINISTRATOR, and which shall be applicable to all Contracting Hospitals and/or Contracting ED  
30 Hospitals. In such instances, notification to HASC shall be deemed as notification to CONTRACTOR.

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

34  
35 **XI. INSPECTIONS AND AUDITS**

36 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of  
37 the State of California, the Secretary of the United States Department of Health and Human Services, the

1 Comptroller General of the United States, or any other of their authorized representatives, shall to the  
2 extent permissible under applicable law have access to any books, documents, and records, including but  
3 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
4 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a  
5 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
6 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this  
7 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided  
8 pursuant to this Contract, and the premises in which they are provided.

9 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
10 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract  
11 and shall provide the above-mentioned persons adequate office space to conduct such evaluation or  
12 monitoring.

### 13 C. AUDIT RESPONSE

14 1. Following an audit report, in the event of non-compliance with applicable laws and regulations  
15 governing funds provided through this Contract, COUNTY may terminate this Contract provided for in  
16 the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective  
17 action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after  
18 receiving notice from ADMINISTRATOR.

19 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement  
20 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
21 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of  
22 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is  
23 not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
24 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
25 reimbursement due COUNTY.

## 26 **XII. LICENSES AND LAWS**

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

### 35 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

36 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
37

1 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
2 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
3 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of  
4 the Contract and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall  
5 constitute grounds for termination of the Contract.

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

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

### 12 13 **XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

20 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
21 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract  
22 must be approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

23 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
24 available social media sites) in support of the services described within this Contract, CONTRACTOR  
25 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon  
26 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used  
27 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall  
28 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media  
29 developed in support of the services described within this Contract. CONTRACTOR shall also include  
30 any required funding statement information on social media when required by ADMINISTRATOR.

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

### 33 34 **XIV. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
37 or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"

1 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
2 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
3 providing services pursuant to this Contract be paid no less than the greater of the federal or California  
4 Minimum Wage.

5 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
6 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
7 standards pursuant to providing services pursuant to this Contract.

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

## 12 **XV. NONDISCRIMINATION**

### 13 **A. EMPLOYMENT**

14 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in  
15 the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or  
16 applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical  
17 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
18 identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall  
19 warrant that the evaluation and treatment of employees and applicants for employment are free from  
20 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
21 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
22 including apprenticeship. There shall be posted in conspicuous places, available to employees and  
23 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
24 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity Clause.  
25

26 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
27 and its subcontractors shall state that all qualified applicants will receive consideration for employment  
28 without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental  
29 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
30 expression, age, sexual orientation, or military and veteran status. Such requirement shall be deemed  
31 fulfilled by use of the term EOE.

32 3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity  
33 Clause to each labor union or representative of workers with which CONTRACTOR has a collective  
34 bargaining agreement or other contract or understanding.

35 B. SERVICES, BENEFITS, AND FACILITIES –For all Clients with the same medical need or  
36 condition, CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits,  
37 or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry,

1 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
2 gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance  
3 with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of  
4 the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101);  
5 Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic  
6 Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent  
7 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
8 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
9 Nondiscrimination Paragraph, discrimination includes, but is not limited to the following based on one or  
10 more of the factors identified above:

- 11 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 12 2. Providing any service or benefit to a Client which is different or is provided in a different  
13 manner or at a different time from that provided to other Clients.
- 14 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
15 others receiving any service or benefit.
- 16 4. Treating a Client differently from others in satisfying any admission requirement or  
17 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
18 any service or benefit.
- 19 5. Assignment of times or places for the provision of services.

20 C. Complaint Process – CONTRACTOR shall establish procedures for advising all Clients through  
21 a written statement that CONTRACTOR Clients may file all complaints alleging discrimination in the  
22 delivery of services with CONTRACTOR ADMINISTRATOR, or the U.S. Department of Health and  
23 Human Services' OCR. CONTRACTOR statement shall advise Clients of the following:

- 24 1. In those cases where the Client's complaint is filed initially with the OCR, the OCR may  
25 proceed to investigate the Client's complaint, or the OCR may request COUNTY to conduct the  
26 investigation.
- 27 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
28 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal  
29 with the OCR.

30 D. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of  
31 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and  
32 the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.; as implemented in 29  
33 CFR 1630), pertaining to the prohibition of discrimination against qualified persons with disabilities in  
34 all programs or activities, as they exist now or may be hereafter amended together with succeeding  
35 legislation.

36 E. RETALIATION – Neither CONTRACTOR, nor its employees or agents, shall intimidate, coerce,  
37 or take adverse action against any person for the purpose of interfering with rights secured by federal or

1 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an  
2 investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or  
3 state law.

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

## 7 8 **XVI. NOTICES**

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

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

14 2. When faxed, transmission confirmed;

15 3. When sent by Email; or

16 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,  
17 or any other expedited delivery service

18 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this  
19 Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission  
20 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service  
21 or other expedited delivery service.

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

26 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by  
27 ADMINISTRATOR.

## 28 29 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

30 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of  
31 this Contract, prepare, maintain and manage records appropriate to the services provided and in  
32 accordance with this Contract and all applicable requirements.

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

36 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN  
37 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was

1 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

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

6 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
7 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
8 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with  
9 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

10 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards  
11 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in  
12 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent  
13 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state  
14 regulations and/or COUNTY policies.

15 C. CONTRACTOR's Client records shall be maintained in a secure manner. CONTRACTOR shall  
16 maintain Client records and must establish and implement written record management procedures.

17 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
18 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations  
19 and/or settlement of claims.

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

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

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

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

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

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

37 //

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

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

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

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

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

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

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

### **XVIII. RESEARCH AND PUBLICATION**

CONTRACTOR shall not utilize information and/or data received from COUNTY, as a result of this Contract for the purposes of personal publication.

### **XIX. SEVERABILITY**

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

### **XX. STATUS OF CONTRACTOR**

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its



1 employees, agents, consultants, or subcontractors as they relate to the services to be provided during the  
2 course and scope of their employment. Each party, its agents, employees, consultants, or subcontractors,  
3 shall not be entitled to any rights or privileges of the other party's employees and shall not be considered  
4 in any manner to be employees of the other party.

## 6 **XXI. TERM**

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

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

## 17 **XXII. TERMINATION**

18 A. Except as otherwise provided below, neither Party may terminate this Contract.

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

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

27 D. Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract  
28 immediately, upon written notice, on the occurrence of any of the following events:

- 29 1. The loss of CONTRACTOR of legal capacity.
- 30 2. Cessation of services
- 31 3. The delegation or assignment of CONTRACTOR's services, operation, or administration to  
32 another entity without prior written consent of COUNTY.
- 33 4. The following occurrence by any physician or licensed person employed or provided  
34 privileges by CONTRACTOR and providing services pursuant to this Contract:
  - 35 a. The neglect of any required duty.
  - 36 b. The continued incapacity to perform duties.
  - 37 c. Unethical conduct or malpractice

1 d. COUNTY may waive termination under this subparagraph XXIV.D.4 if  
2 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted  
3 pursuant to this Contract.

4 5. The loss of accreditation or any license required by the License and Laws Paragraph of this  
5 Contract.

6 6. EMERGENCY DEPARTMENT CLOSURE/LOSS OF LICENSE

7 a. CONTRACTOR shall give COUNTY thirty (30) calendar days prior written notice and  
8 shall terminate this Contract in the event that CONTRACTOR loses its general acute care license, or no  
9 longer intends to operate at least a Basic Emergency Service, without any cure period, notwithstanding  
10 any other prior or subsequent provisions of this Contract. Such notice shall include the date that operation  
11 of its Emergency Service will cease. Payments to CONTRACTOR shall continue for services provided  
12 up to the date of termination. CONTRACTOR terminating for such reason shall pay back any funds as  
13 may be required pursuant to this Contract.

14 b. In the event that CONTRACTOR ceases to operate at least a Basic Emergency Service  
15 at any time during this Contract, for reasons other than those specified in Subparagraph XXIV.D.4 above,  
16 and CONTRACTOR fails to notify COUNTY of said action, COUNTY shall immediately terminate this  
17 Contract. Payments to CONTRACTOR shall continue for services provided up to the date of termination  
18 and CONTRACTOR shall pay back any funds as may be required pursuant to this Contract.

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

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

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

36 H. CONTINGENT FUNDING

37 1. Any obligation of COUNTY under this Contract is contingent upon the following:

1 a. The continued availability of federal, state and county funds for reimbursement of  
2 COUNTY's expenditures, and

3 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
4 approved by the Board of Supervisors.

5 2. In the event such funding is subsequently reduced, resulting in COUNTY's inability to  
6 reimburse CONTRACTOR in accordance with Exhibit A and B to this Contract, or terminated, COUNTY  
7 may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice to  
8 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced funding which impacts  
9 COUNTY's ability to reimburse CONTRACTOR in accordance with Exhibit B to the Contract, or  
10 terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms and may  
11 terminate the Contract prior to the effective date of the renegotiated Contract.

12 I. AMENDMENT

13 1. In the event of a formal amendment to this Contract (Amendment) which requires formal  
14 execution by both COUNTY and CONTRACTOR, CONTRACTOR shall return a fully  
15 executed Amendment to ADMINISTRATOR within forty-five (45) calendar days of  
16 ADMINISTRATOR's delivery to CONTRACTOR of said Amendment.

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

23 J. In the event this Contract is terminated by either Party as allowed herein, CONTRACTOR shall  
24 do the following:

25 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is  
26 consistent with recognized standards of quality of care and prudent business practice.

27 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
28 performance.

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

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

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

36 //

37 //

1 K. The rights and remedies of COUNTY and CONTRACTOR provided in this Termination  
2 Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or  
3 under this Contract.

4  
5 **XXIII. THIRD PARTY BENEFICIARY**

6 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,  
7 but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

8  
9 **XXIV. WAIVER OF DEFAULT OR BREACH**

10 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
11 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
12 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default  
13 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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

3  
4 [PROVIDER LEGAL NAME]

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

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17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 PURCHASING AGENT/DESIGNEE

22  
23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27 DocuSigned by:  
28 BY: Brittany McLean DATED: 3/8/2024  
29 71CFE638662E411...  
30 DEPUTY

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

1 EXHIBIT A  
 2 TO CONTRACT WITH PROVISION OF  
 3 MEDICAL SAFETY NET PROGRAM NETWORK HOSPITAL SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 UC\_NAME»  
 8 JULY 1, 2024, THROUGH JUNE 30, 2027

9  
10 **I. PREAMBLE**

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

16  
17 **II. COMMON TERMS AND DEFINITIONS**

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

20 1. “All Providers” or “Providers” means Contracting Hospitals and Other Providers of Medical  
21 Services for the MSN Program.

22 2. “Allowable Costs” means a maximum of one-hundred percent (100%) of CONTRACTOR’s  
23 actual cost according to the most recent Hospital Annual Financial Data Report issued by the Office of  
24 Statewide Health Planning and Development.

25 3. “APR-DRG” means All Patient Refined Diagnostic Related Groups and is based on the  
26 statistical system of classifying any inpatient stay into groups for the purposes of payment. The DRG  
27 classification system divides possible diagnoses into major body systems and then subdivides them into  
28 groups for purposes of payment. APR-DRG includes a more detailed DRG breakdown for non-Medicare  
29 patients and also measures severity of illness and risk of mortality.

30 4. “CalOptima” means the local agency created by COUNTY to contract with the Medical  
31 program.

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

36 6. “Consultation” means the rendering by a specialty physician of an opinion or advice, or  
37 prescribing treatment by telephone, when determined to be medically necessary by the on-duty emergency

1 department physician and specialty physician, as appropriate. Such Consultation includes review of the  
2 MSN Patient's medical record and may include the examination and treatment of the MSN Patient in  
3 person, when appropriate, by a specialty physician who is qualified to give an opinion or render treatment  
4 necessary to stabilize the MSN Patient.

5 7. "Continuously" means without interruption, twenty-four (24) hours per day, throughout the  
6 term of this Contract.

7 8. "Contracting ED Hospital" means a hospital that has executed a Contract for Provision of  
8 Emergency and Stabilization Hospital Services for the MSN Program with COUNTY.

9 9. "Contracting Hospital" means collectively, both Contracting Network Hospitals and  
10 Contracting ED Hospitals.

11 10. "Contracting Network Hospital" means a hospital that has executed a contract for Provision  
12 of Network Hospital Services for the MSN Program with COUNTY that is the same as this Contract.

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

17 12. "Emergency Services" means Basic Emergency Medical Services, or Comprehensive  
18 Emergency Medical Services, as provided for in Title 22, Sections 70411 et seq.

19 13. "Emergency and Stabilization Hospital Services" means those specific Hospital Services that  
20 are reimbursable to Contracting Hospitals as set forth in Paragraph IV of this Exhibit A to the Contract  
21 and further defined as follows:

22 a. "Emergency Services" means lawfully provided medical screening, examination, and  
23 evaluation by a physician, or other physician-supervised personnel in a hospital to determine if an  
24 emergency medical condition exists, and includes treatment necessary to relieve the condition; provided,  
25 however, such treatment shall be within the capabilities required of CONTRACTOR as a condition of its  
26 emergency medical services permit, on file with the Office of Statewide Health Planning and  
27 Development, and may include, but not be limited to laboratory, pharmacy, and ancillary services.

28 b. "Medically Stable" means when an acute care MSN Patient is able to reasonably sustain  
29 a transport in an Emergency Medical Technician I (EMT I) staffed ambulance, with no expected increase  
30 in morbidity or mortality, as determined by the treating physician.

31 c. "Post Stabilization Services" means medically necessary Hospital Services provided by  
32 CONTRACTOR after the MSN Patient is considered to be Medically Stable following an Emergency  
33 Medical Condition, which may include, but not be limited to continued hospitalization and/or Outpatient  
34 Hospital Services.

35 d. "Stabilization Services" means Hospital Services provided in an emergency department  
36 and/or an inpatient setting to a MSN Patient, admitted through CONTRACTOR's Emergency  
37 Department, up to the point the MSN Patient is considered to be Medically Stable for transport.

1 14. "Fiscal Year" means the period from July 1 through June 30.

2 15. "Funds" means any payments, transfers, or deposits made by COUNTY, and any refunds,  
3 repayments, adjustments, earned interest or other payments made by, or recovered from, Contracting  
4 Hospital, Other Providers, patient, third-party, or other entity as the result of any duty arising pursuant to  
5 this Exhibit A and Exhibit B of this Contract.

6 16. "HASC" means the Hospital Association of Southern California authorized by  
7 CONTRACTOR, in accordance with the Contract to act as a representative of all Contracting ED  
8 Hospitals and Contracting Hospitals.

9 17. "Hospital" for purposes of this Contract, means a general acute care facility licensed by the  
10 State of California that is located in the County of Orange or is Long Beach Memorial Medical Center.

11 18. "Hospital Claim" means a claim submitted by a Contracting Network Hospital for  
12 reimbursement of Hospital Services.

13 19. "Hospital Service(s)" or "Network Hospital Service(s)" means medically necessary  
14 emergency, inpatient, and outpatient services provided in a Hospital, including, but not limited to,  
15 laboratory, pharmacy and ancillary services as well as any other services as defined herein.

16 20. "Inappropriate Enrollee Referral" means a patient referral by any Hospital to another Hospital,  
17 in a manner not specifically identified or provided for in this Contract, when the referring Hospital had,  
18 or should have had, the personnel, facilities, equipment, and expertise to treat the patient within the scope  
19 of the said Hospital's licensure; excepting, however, unforeseen and/or unpreventable circumstances as  
20 documented in the patient's medical record.

21 21. "Intermediary" means the organization, under a separate agreement, and any amendments  
22 thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing all  
23 providers in accordance with this Contract and other specified agreements for the MSN Program.

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

27 23. "Medical Service(s)" means a medical service necessary to protect life, prevent significant  
28 disability, or prevent serious deterioration of health. Guidelines for Reimbursable Medical Services are  
29 set forth in Paragraph IV of this Exhibit A to the Contract and in the MSN Provider Manual.

30 24. "MSN Program" means the County's Program responsible for its California Welfare &  
31 Institutions Code (W&I) 17000 obligations, which at the execution of this Contract will be known as the  
32 Medical Safety Net Program.

33 25. "MSN Funding" means the amount of funds identified by COUNTY for reimbursement of all  
34 MSN Program Services, including those specified in this Exhibit A to the Contract.

35 26. "MSN Enrollee," or "Enrollee" means a person meeting the eligibility criteria set by  
36 ADMINISTRATOR in order to meet its obligations under W&I 17000 and whose application has been  
37 accepted and approved, resulting in enrollment in the MSN Program.



- 1 27. "MSN Patient" means a person who is either a MSN Enrollee or MSN Pending.
- 2 28. "MSN Pending" means a person believed to meet the eligibility requirements for enrollment  
3 into the MSN Program whose MSN Program application has been submitted but not yet approved.
- 4 29. "MSN Program Services" means
- 5 a. All medical and administrative services for which reimbursement is authorized by the  
6 Contract and all other agreements for the MSN Program, and;
- 7 b. Administrative services provided directly by COUNTY for which costs are directly  
8 incurred by COUNTY.
- 9 30. "Non-Contract Hospital" means any Hospital that is neither a Contracting ED Hospital nor a  
10 Contracting Network Hospital.
- 11 31. "Other Provider" means a Contracting ED Hospital, Non-Contract Hospital, physician,  
12 osteopath, podiatrist, dentist, clinic, ambulance operator, home health services provider, pharmacy, or  
13 supplier for durable medical equipment.
- 14 32. "Outpatient Hospital Services" means, for the purposes of this Contract, medical or surgical  
15 care performed at a Hospital for which there is no expectation of being admitted as an inpatient.
- 16 33. "Post Stabilization Services" – See definition for Emergency and Stabilization Services
- 17 34. "Recovery Account" means a separate account for monies recovered by Intermediary from  
18 Contracting Hospital, Other Providers, or third-party payers.
- 19 35. "Recuperative Care" or "Recuperative Care Day" means post-hospital room and board  
20 provided by a community-based provider to MSN Patients transitioning out of CONTRACTOR's acute  
21 care facility. Additional health care services may be arranged by the CCU to be provided by a home health  
22 care and/or durable medical equipment providers, which services shall be reimbursed separately by the  
23 MSN Program.
- 24 36. "Skilled Nursing Facility (SNF)" means a health facility or distinct part of a hospital which  
25 provides, under a separate agreement with COUNTY, continuous skilled nursing and supportive care to  
26 MSN Enrollees in lieu of acute hospitalization.
- 27 37. "Special Permit Medical Service" means a burn center service, cardiovascular surgery service,  
28 radiation therapy service, trauma center service, renal transplant center service, acute psychiatric service,  
29 or a service provided by a hospital with a special rehabilitation unit licensed in accordance with  
30 appropriate laws and, if applicable, with Section 70351 et seq. of Title 22.  
31 Special Permit Medical Services shall also include such types or kinds of transfers as may be approved in  
32 writing by ADMINISTRATOR.
- 33 38. "Special Permit Transfer" means a MSN Patient, who needs a Special Permit Medical Service  
34 that is not available from a Hospital, which another Hospital elects to accept for treatment.
- 35 39. "Stabilization Services" – see definition for Emergency and Stabilization Services
- 36 40. "Transfer Patient" means a person accepted by CONTRACTOR, or transferred by a hospital  
37 to another hospital or health facility without prior approval of ADMINISTRATOR.

1 41. "Trauma Hospital" means a Hospital that is designated to treat severe physical trauma as a  
2 result of the specialized training of its staff and the availability of appropriate diagnostic and treatment  
3 tools.

4 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common  
5 Terms and Definitions Paragraph of this Exhibit A to the Contract.

### 6 7 **III. HOSPITAL OBLIGATIONS**

8 A. CONTRACTOR shall continuously provide MSN Network Hospital Services to persons meeting  
9 eligibility criteria and presenting for treatment through CONTRACTOR's Emergency Department.

10 Such MSN Network Hospital Services shall include, but not be limited to, inpatient, outpatient,  
11 ancillary, laboratory, and pharmaceutical services provided by CONTRACTOR or its subcontractors, in  
12 accordance with applicable law.

13 B. CONTRACTOR shall not allow or cause available MSN Network Hospital Services to be reduced  
14 below the licensure level and associated scope available at commencement of this Contract, unless, due  
15 to circumstances beyond CONTRACTOR's control, CONTRACTOR lacks appropriate facilities and/or  
16 personnel qualified to provide MSN Network Hospital Services. Such a reduction shall be a breach of this  
17 Contract and may be cause for termination.

18 C. By all appropriate means available, CONTRACTOR shall assure that it meets licensing  
19 requirements, including physician staffing and physician support of its Emergency Service, to provide  
20 Hospital Services to MSN Patients under this Contract.

21 D. CONTRACTOR shall continuously maintain and provide Emergency Services.

22 1. CONTRACTOR shall comply with the Emergency Medical Treatment and Active Labor Act,  
23 (specifically 42 CFR 413.65), herein referred to as EMTALA, as it exists now or may hereafter be  
24 amended.

25 2. Said regulations require that CONTRACTOR provide Emergency Services to persons  
26 covered by this Contract who present anywhere on CONTRACTOR's campus and request Emergency  
27 Services, or who would appear to a reasonably prudent person to be in need of medical attention.

28 a. "Campus" means the physical area immediately adjacent to CONTRACTOR's main  
29 buildings, other areas and structures that are not strictly contiguous to the main buildings but are located  
30 within two hundred and fifty (250) yards of the main buildings, and any other areas, determined on an  
31 individual case basis, by the Centers for Medicare and Medicaid Services regional office, to be part of  
32 CONTRACTOR's campus.

33 E. For persons presenting at CONTRACTOR's facility, MSN Eligibility shall be verified  
34 electronically.

35 F. CONTRACTOR shall designate and maintain sufficient staff to serve as Certified MSN  
36 Application Technicians (CMAT)

37 1. To screen patients for current Medi-Cal, Covered California, or MSN eligibility, and

1           2. To expeditiously obtain and screen information and complete MSN Program applications as  
2 required by this Contract.

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

5           a. Refer patients who appear to be Medi-Cal eligible to COUNTY's Social Services  
6 Agency.

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

10           c. Submit MSN applications, as specified by ADMINISTRATOR, to the "Application  
11 Processor," which, at execution of this Contract, shall be NetChemistry, but may be changed upon thirty  
12 (30) calendar day's written notice by ADMINISTRATOR.

13           G. CONTRACTOR shall provide Hospital Services in the same manner to MSN Patients as it  
14 provides Hospital Services to all other patients with the same medical need or condition and shall not  
15 discriminate against said MSN Patients in any manner, including: admission practices, disregard to place  
16 of residency within Orange County, timely access to care and services considering the urgency of the  
17 service needed, placement in special wings or rooms, or provision of special or separate meals.

18           1. ADMINISTRATOR shall notify CONTRACTOR and investigate allegations of  
19 discrimination in the provision of services on the basis of the patient's status as an MSN Patient, including  
20 but not limited to denial of care based on the MSN Patient's place of residence.

21           2. In the event that CONTRACTOR is determined by ADMINISTRATOR to have  
22 discriminated in the provision of MSN Network Hospital Services on the basis of the patient's status as  
23 an MSN Patient, ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties  
24 for each occurrence against CONTRACTOR, which may include but is not limited to one (1) or more of  
25 the following:

26           a. Denial of the Hospital Claim associated with the Hospital Services

27           b. If the Hospital Claim associated with the Hospital Services has been paid, withhold of  
28 any future reimbursement for Hospital Claims up to the amount of the subject Hospital Claim.

29           c. If the discrimination in Hospital Services results in services being provided by another  
30 Hospital, any payment by COUNTY to any other Hospital for services that should have been provided by  
31 CONTRACTOR shall be deducted from any amount due CONTRACTOR.

32           d. Termination of this Contract; provided however, CONTRACTOR at its sole discretion  
33 may become a Contracting ED Hospital.

34           H. CONTRACTOR shall provide interpreters, as needed by persons seeking MSN Network Hospital  
35 Services, in accordance with applicable law.

36           I. As a condition of reimbursement for Hospital Services provided by CONTRACTOR to all  
37 persons covered by this Contract, CONTRACTOR shall:

1 1. Return a fully executed Contract, along with a completed Rate Certification Form as required  
2 in Paragraph VI.A. of Exhibit B of this Contract, to ADMINISTRATOR within forty-five (45) calendar  
3 days of ADMINISTRATOR's delivery of Contract to CONTRACTOR.

4 a. If CONTRACTOR does not return a fully executed Contract and a completed Rate  
5 Certification Form, in accordance with Paragraph VI.B of Exhibit B to this Contract, to  
6 ADMINISTRATOR within the specified timeframe, reimbursement for services provided to MSN  
7 Enrollees shall be made at Non-Contract Hospital rates as set forth in Exhibit B of this Contract until such  
8 time the executed Contract is received. In such instances, reimbursement at Contracting Network Hospital  
9 rates shall be effective upon receipt of the executed Contract and shall not be retroactive.

10 b. Any Hospital that does not become a Contracting ED Hospital or Contracting Network  
11 Hospital and elects to provide any Hospital Services to any MSN Patient shall be reimbursed by COUNTY  
12 at Non-Contract Hospital rates.

13 J. CONTRACTOR shall complete online registration with Intermediary for the MSN program and  
14 provide all requested information. CONTRACTOR shall ensure that it includes in the registration process  
15 all employees, agents, or contractors who provide services on behalf of CONTRACTOR and for which  
16 services CONTRACTOR will submit a Claim to Intermediary. Claims for such services shall be processed  
17 and reimbursed by Intermediary in accordance with Exhibit B to this Contract.

18 K. CONTRACTOR shall comply with all requirements set forth herein, including, but not  
19 limited to, Exhibit A and Exhibit B of this Contract, and with all provisions of the MSN Provider  
20 Manual as it exists now or may hereafter be amended which is available at  
21 <https://www.ochealthinfo.com/services/providers/msn-providers>

22 L. CONTRACTOR must notify COUNTY's CCU within twenty-four (24) hours of verifying a MSN  
23 Enrollee admission.

24 1. The CCU shall be available five (5) days per week during normal business hours, excluding  
25 COUNTY holidays. Any obligation of CONTRACTOR to communicate with the CCU, pursuant to this  
26 Contract, that falls outside the CCU's hours of operation may be performed on the next regular business  
27 day.

28 2. CONTRACTOR shall notify the CCU within twenty-four (24) hours of verifying an MSN  
29 Enrollee admission via telephone, fax transmission or other reporting mechanism as established by  
30 ADMINISTRATOR.

31 3. CONTRACTOR must send MSN Enrollee information to the CCU for concurrent review  
32 within twenty-four (24) hours of the MSN Enrollee's admission to CONTRACTOR.

33 4. CONTRACTOR shall assist the CCU in the evaluation of the MSN Enrollee's medical  
34 stability and need for the MSN Enrollee's continued hospitalization. The parties agree that the CCU  
35 cannot authorize any transfers, admissions to lower level of care or other referrals for patients who are  
36 MSN Pending.

37 //

1 5. If the patient is MSN Pending, and the patient is later determined to be an MSN Enrollee,  
2 reimbursement to CONTRACTOR shall be at Contracting Network Hospital rates as specified in  
3 Paragraph VI of Exhibit B to this Contract.

4 6. If CONTRACTOR determines that an MSN Enrollee admitted to CONTRACTOR’s facility  
5 no longer meets the criteria for acute care and requires discharge to a lower level of care program,  
6 CONTRACTOR shall notify the CCU within twenty-four (24) hours of that determination to arrange for  
7 the transfer of the MSN Enrollee to a lower level of care, which may include Recuperative Care.

8 7. CONTRACTOR shall notify the CCU if an MSN Enrollee will be transferred to Recuperative  
9 Care.

10 a. CONTRACTOR shall make arrangements to transfer the MSN Enrollee to a provider of  
11 Recuperative Care.

12 b. CONTRACTOR shall be responsible for reimbursement to the Recuperative Care  
13 provider. COUNTY shall reimburse CONTRACTOR for the actual cost of Recuperative Care Days as  
14 specified in Exhibit B to this Contract, up to ten (10) calendar days. CONTRACTOR must obtain  
15 authorization from the CCU for reimbursement of days provided after ten (10) calendar days.

16 c. Use of a Recuperative Care provider shall be at the discretion of CONTRACTOR.

17 8. CONTRACTOR shall send MSN Enrollee discharge information within seventy-two (72)  
18 hours of discharge to the CCU. CONTRACTOR’s failure to meet this requirement may result in denial of  
19 patient days if the patient remained in CONTRACTOR’s facility post-stabilization without documentation  
20 of continued medical necessity for the stay. If the timeline for the transfer of information occurs on a  
21 weekend or holiday, CONTRACTOR may send the information to the CCU on the next business day.

22 9. CONTRACTOR shall accept the transfer of MSN Enrollees initially receiving Emergency  
23 and Stabilization Services at Contracting ED Hospital or Non-Contract Hospital. CONTRACTOR shall  
24 not be obligated by this Contract to accept the transfer of MSN Pending.

25 10. In addition to Emergency and Stabilization Services, CONTRACTOR agrees to provide all  
26 services determined to be medically necessary to MSN Enrollees and within CONTRACTOR’s scope of  
27 licensure. “Medically necessary” shall mean Hospital Services, including Outpatient Hospital Services,  
28 provided to a patient for the purpose of evaluating, diagnosing, or treating an illness, injury, disease, or  
29 its symptoms and that are:

30 a. In accordance with generally accepted standards of medical practice.

31 b. Clinically appropriate in terms of type, frequency, extent, site and duration, and  
32 considered effective for the MSN Patient’s illness, injury or disease;

33 c. Not primarily for the convenience of the MSN Enrollee, CONTRACTOR, or Physician  
34 and not more costly than an alternative service or sequence of services at least as likely to produce  
35 equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that MSN Enrollee’s illness,  
36 injury, or disease; and

37 //

1 d. Within the scope of the MSN Program in accordance with this Contract and the MS  
2 Provider Manual.

3 11. All referrals to another Contracting Network Hospital shall be coordinated through the CCU.  
4 CONTRACTOR shall not make Inappropriate Enrollee Referrals to another Contracting Network  
5 Hospital.

6 a. ADMINISTRATOR shall notify all involved parties and investigate allegations of  
7 Inappropriate Enrollee Referrals in accordance with procedures contained in the most current MSN  
8 Provider Manual. ADMINISTRATOR may request that the Medical Policy Committee (MPC) assist with  
9 the investigation of any inappropriate Enrollee referral.

10 b. In the event that CONTRACTOR is determined by ADMINISTRATOR to have made  
11 an Inappropriate Enrollee Referral, ADMINISTRATOR shall advise the Intermediary to levy appropriate  
12 financial penalties for each occurrence against CONTRACTOR, which may include, but not be limited  
13 to, one or more of the following:

14 1) Denial of the Hospital Claim associated with the Hospital Services

15 2) If the Hospital Claim associated with the Hospital Services has been paid, withhold  
16 any future reimbursement for Hospital Claims up to the amount of the subject Hospital Claim

17 3) Termination of this Contract; provided however, CONTRACTOR at its sole  
18 discretion may request to become a Contracting ED Hospital.

19 12. Special Permit Transfer

20 a. If CONTRACTOR has an MSN Enrollee, who is Medically Stable as defined under  
21 EMTALA, that requires Special Permit Medical Services, CONTRACTOR shall contact the CCU to  
22 request the transfer of said MSN Enrollee to, at the discretion of ADMINISTRATOR, a Contracting  
23 Hospital or other facility capable of providing said services.

24 1) If transfer can be arranged, in accordance with applicable law, the CCU shall make  
25 necessary arrangements as soon as possible.

26 2) CONTRACTOR shall cooperate with and assist the CCU and Contracting Hospital  
27 or other facility accepting the MSN Enrollee.

28 b. ADMINISTRATOR may negotiate, as reimbursement for accepting a Medically Stable  
29 MSN Enrollee, as defined under EMTALA, Special Permit Transfer, rates appropriate for securing care,  
30 as mutually agreed upon, in writing, between the other facility and ADMINISTRATOR.

31 L. Any Hospital Service, including Recuperative Care, provided by CONTRACTOR to MSN  
32 Pending who subsequently become MSN Enrollees shall be reimbursed in accordance with MSN  
33 Program guidelines as specified herein and in the MSN Provider Manual.

34 M. Reimbursement provided through this Contract shall be payment of last resort.

35 1. CONTRACTOR shall bill and attempt collection of Medi-Cal, any type of third-party  
36 settlement, primary coverage, or other insurance covered claims to the full extent of such coverage and,  
37 //

1 upon submission of any Hospital Claim, shall submit to the Intermediary, proper documentation  
2 demonstrating compliance with this requirement.

3 2. Acceptance by CONTRACTOR of reimbursement made by Intermediary for services  
4 provided in accordance with this Contract shall be deemed satisfaction in full, with respect to the services  
5 for which payment was made, except as follows:

6 a. Collection of co-payments established by the MSN Program for Hospital Services  
7 Nothing herein shall prevent CONTRACTOR from pursuing co-payment reimbursement from any MSN  
8 Enrollee. Nothing in this paragraph shall prohibit CONTRACTOR from applying any uncollected  
9 portion of an MSN Enrollee's co-payments amounts toward CONTRACTOR's charity care and bad debt  
10 write-off policy.

11 b. All required co-payments shall be deducted, by Intermediary, from reimbursement due  
12 CONTRACTOR; provided, however, if a co-payment is to be waived in accordance with this Contract,  
13 these amounts shall not be deducted by Intermediary from reimbursement due CONTRACTOR.

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

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

25 N. CONTRACTOR shall assist COUNTY and Intermediary in the conduct of any appeal hearings  
26 conducted by COUNTY or Intermediary in accordance with this Contract.

27 O. Any administrative duty or obligation to be performed by CONTRACTOR pursuant to this  
28 Contract on a weekend or holiday may be performed on the next regular business day.

29 P. CONTRACTOR shall make its best efforts to provide services pursuant to this Contract in a  
30 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
31 shall be in compliance with current Joint Commission Requirements Related to the Provision of Culturally  
32 and Linguistically Appropriate Health Care. If CONTRACTOR is not accredited by The Joint  
33 Commission, CONTRACTOR shall maintain documentation of such efforts which may include, but not  
34 be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment  
35 and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate;  
36 and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are  
37 physically challenged.

1 Q. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with  
2 respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this  
3 Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote,  
4 directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or  
5 religious belief.

6 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Hospital  
7 Obligations Paragraph of this Exhibit A to the Contract.

8  
9 **IV. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES**

10 A. Medical Services reimbursable through the MSN Program means those services that are medically  
11 necessary to protect life, prevent significant disability, or prevent serious deterioration of health.  
12 Reimbursable and non-reimbursable services include those covered in the MSN Provider Manual as  
13 approved by the Medical Policy Committee (MPC).

14 B. The scope of Medical Services to be provided by CONTRACTOR may include, but are not limited  
15 to the following:

16 1. Acute hospital inpatient services, including room and board, diagnostic and therapeutic  
17 ancillary services, laboratory, therapy services, anesthesia services, pharmacy services, and other acute  
18 hospital inpatient services necessary to the care of the patient.

19 2. Emergency Services including ancillary services, laboratory, therapy services, anesthesia  
20 services, pharmacy services, diagnostic and therapeutic services.

21 3. Outpatient Hospital Services including hospital based surgical center services, ancillary  
22 services, laboratory, therapy services, anesthesia services, pharmacy services and other services as may  
23 be authorized by ADMINISTRATOR.

24 4. Blood and blood derivatives.

25 5. Prosthetic and medical supplies.

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

28  
29 **V. FUNDING AND PAYMENTS**

30 A. COUNTY shall pay the Intermediary an amount sufficient to reimburse Hospital Claims in  
31 accordance with Exhibit B to this Contract.

32 1. Payment by the Intermediary to CONTRACTOR for Hospital Services shall be contingent  
33 upon ADMINISTRATOR's receipt or confirmation of receipt of a fully executed Contract and Rate  
34 Certification Form from CONTRACTOR in accordance with Paragraph VI.B of Exhibit B to the Contract  
35 for Period One. Payment by the Intermediary to CONTRACTOR for Period Two, and Period Three shall  
36 be contingent upon receipt of an updated Rate Certification Form in accordance with subparagraph VI.B  
37 of Exhibit B to this Contract.



1 2. Any Hospital that does not become a Contracting ED Hospital or Contracting Network  
2 Hospital and elects to provide any Hospital Services to any MSN Enrollee shall be reimbursed by  
3 COUNTY at the Non-Contract Hospital rates.

4 B. Sub-Acute Services – COUNTY shall pay the Intermediary the amount necessary to cover  
5 reimbursement for Sub-Acute Services in accordance with letter(s) of agreement as may be negotiated by  
6 ADMINISTRATOR for such services. These services may include, but are not limited to, Sub-Acute and  
7 Skilled Nursing Facility Services.

8 C. Special Permit Transfer – COUNTY shall pay Intermediary the amount necessary to cover  
9 reimbursement for Special Permit Transfer Services as allowed in subparagraph III.K.12 of this Exhibit  
10 A to the Contract. This Contract shall not obligate CONTRACTOR to accept a transfer from, nor to  
11 provide compensation to, any other health care facility, subject to requirements of applicable law.

12 D. COUNTY shall not reimburse CONTRACTOR for services provided to Transfer Patients.

13 E. ADMINISTRATOR may withhold or delay any payment due CONTRACTOR for failure to  
14 comply with any of the terms of this Contract.

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

17  
18 **VI. COUNTY OBLIGATIONS**

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

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

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

28 2. Perform concurrent and retrospective utilization review of the medical appropriateness, level  
29 of care, and utilization of all services provided to MSN Patients by All Providers. The parties understand  
30 that the CCU shall use the latest available version of the Milliman Continuum Of Care Criteria, or other  
31 appropriate criteria as approved by ADMINISTRATOR, as its guideline for such utilization review.  
32 ADMINISTRATOR acknowledges that CONTRACTOR may use Interqual criteria for similar purposes  
33 within its own operations and with understanding:

34 a. Prior to recommendation of any adjustment in the level of care or denial of any inpatient  
35 day provided by CONTRACTOR that does not meet continuum of care criteria used by the CCU, the  
36 CCU shall notify CONTRACTOR of a pending recommendation within two (2) business days of such  
37 determination.

1 b. CONTRACTOR shall have the opportunity to provide written justification, within two  
2 (2) business days after receiving written notice of recommendation, to the CCU which justification may  
3 include the application of Interqual criteria and/or other supporting information, as CONTRACTOR  
4 deems necessary.

5 c. If the CCU subsequently recommends the adjustment and/or denial of the inpatient day,  
6 CONTRACTOR shall have the right to appeal the decision to the Medical Policy Committee, as  
7 established by ADMINISTRATOR.

8 d. Intermediary shall reimburse hospital based on the determination of the CCU or Medical  
9 Policy Committee as appropriate.

10 3. Communicate with CONTRACTOR regarding diversions, patient transfers, admissions, and  
11 discharge planning.

12 4. Assist in coordinating the transitions of MSN Patients to appropriate outpatient care, lower  
13 levels of care or other needed services through COUNTY contracted providers for skilled nursing  
14 facilities, durable medical equipment, pharmacy services and home health care.

15 C. When needed services are not available through any Contracting Network Hospital,  
16 ADMINISTRATOR may negotiate separate Letters of Contract with rates appropriate for securing care  
17 for the provision of such services with other Contracting ED Hospitals, or Non-Contract Hospitals,  
18 including those that may not be located in Orange County.

19 D. If an MSN Enrollee requires acute psychiatric care, ADMINISTRATOR will make every  
20 reasonable best effort to facilitate the transfer of the MSN Enrollee to a hospital or health care facility that  
21 is operated by or has contracted with COUNTY to provide such acute psychiatric treatment.

22 E. Except as provided herein with respect to discrimination of care to MSN Patients, COUNTY shall  
23 neither have, nor exercise, any control or direction over the methods by which CONTRACTOR shall  
24 perform its obligations under this Contract. The standards of medical care and professional duties of  
25 CONTRACTOR's employees providing Hospital Services under this Contract shall be determined, as  
26 applicable, by CONTRACTOR's Board of Directors and the standards of care in the community in which  
27 CONTRACTOR is located and all applicable provisions of law and other rules and  
28 regulations of any and all governmental authorities relating to licensure and regulation of  
29 CONTRACTOR.

30 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
31 COUNTY Obligations Paragraph of this Exhibit A to the Contract.

### 32 **VII. COMMITTEES/GROUPS**

34 A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR which shall meet bi-  
35 annually and may meet less frequently as determined by ADMINISTRATOR.

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

37 1. Medical Director who shall serve as Chairperson of the Committee



1 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports  
2 Paragraph of this Exhibit A to the Contract.  
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1 EXHIBIT B  
 2 TO CONTRACT OF PROVISION OF  
 3 MEDICAL SAFETY NET PROGRAM HOSPITAL SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_NAME» «UC\_DBA»  
 8 JULY 1, 2024 THROUGH JUNE 30, 2027

9  
10 **CLAIMS AND DISBURSEMENTS**

11 **I. PREAMBLE**

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

18  
19 **II. SATISFACTION OF COUNTY OBLIGATION**

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

23  
24 **III. CONDITIONS OF REIMBURSEMENT**

25 A. As a condition of reimbursement through the Contract, all claims for reimbursement of Hospital  
26 Services provided to Enrollees shall be:

27 1. Claims for Hospital Services provided during each Period of the Contract, as enumerated in  
28 the Referenced Contract Provision of the Contract, except for:

- 29 a. Claims for Hospital Services covered by a court order.
- 30 b. Claims for Hospital Services if eligibility for a person is established by COUNTY after  
31 the claims submission deadline for the applicable contract period.

32 2. Submitted electronically and completed in accordance with the Contract. Paper claims shall  
33 not be accepted without prior authorization of ADMINISTRATOR.

34 3. Initially received by the Intermediary no later than ninety (90) calendar days following the  
35 date of service; provided, however, that claims shall be received no later than

- 36 a. September 30, 2025 for Period One.
- 37 b. September 30, 2026 for Period Two

- 1                   c. September 30, 2027 for Period Three.
- 2       B. Intermediary should initially approve or deny all claims no later than
- 3           1. October 31, 2025 for Period One.
- 4           2. October 31, 2026 for Period Two.
- 5           3. October 31, 2027 for Period Three.
- 6       C. The Intermediary should reimburse all approved claims as soon as possible, and in no event later
- 7 than sixty (60) calendar days following the end of the month in which the claim was approved, unless
- 8 otherwise approved by ADMINISTRATOR.
- 9       D. Except as otherwise specified in this paragraph, any unapproved claims for Hospital Services
- 10 shall be void after
- 11           1. November 30, 2025 for Period One.
- 12           2. November 30, 2026 for Period Two.
- 13           3. November 30, 2027 for Period Three.
- 14       E. Exceptions to the above timelines may be allowed under the following conditions, which may be
- 15 modified by ADMINISTRATOR at its sole discretion:
- 16           1. The Notice of Action establishing MSN eligibility was generated after June 30 of the
- 17 applicable Period.
- 18           2. More information is requested by ADMINISTRATOR and/or Intermediary to further
- 19 consider an appeal.
- 20           3. ADMINISTRATOR and/or Intermediary discover any irregularities in claims payment or
- 21 denial.
- 22           4. Any payment for the above Hospital Claims occurring after December 31 shall be deemed
- 23 "Exception Claims" and shall be paid from Exception Funding as provided for in COUNTY's agreement
- 24 with the Intermediary.
- 25       F. CONTRACTOR must submit all Claims to Intermediary, whether or not, due to
- 26 CONTRACTOR's collection of the co-payment from the MSN Patient. The Hospital Claims are eligible
- 27 for reimbursement as specified in Paragraph VI of this Exhibit B to the Contract.
- 28       G. Unless otherwise directed by ADMINISTRATOR, all Hospital claims shall be submitted to:
- 29           Advanced Medical Management, Inc.
- 30           Attention: MSN Program
- 31           P.O. Box 3689
- 32           Long Beach, CA 90853
- 33       H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
- 34 Conditions of Reimbursement Paragraph of this Exhibit B to the Contract.
- 35 //
- 36 //
- 37 //

**IV. CLAIM DENIAL/APPEAL**

A. CONTRACTOR shall be notified, in writing, of the reason for any denial of 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. CONTRACTOR may resubmit denied claims to the Intermediary; provided, however, CONTRACTOR shall complete any necessary corrective action, and resubmit the claim no later than thirty (30) calendar days after notification of denial.

D. CONTRACTOR may appeal claims denied by the Intermediary to the Intermediary in accordance with procedures set forth by ADMINISTRATOR in the MSN Provider Manual and as set forth by Intermediary on the back of the Explanation of Benefits (EOB) form. 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, 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 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 30, 2025 for Period One.
- 2. November 30, 2026 for Period Two.
- 3. November 30, 2027 for Period Three.

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

**V. THIRD PARTY PRIMARY OR OTHER INSURANCE CLAIMS**

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

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

//

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

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

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

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

10          E. The Contract shall not allow for reimbursement of deductibles or co-payments required by an  
11 Enrollee's third party, primary or other insurance coverage. ADMINISTRATOR shall also not reimburse  
12 co-payments required by the MSN Program.

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

16          G. Provider Refunds Of Claims Covered By Other Payments

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

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



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

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

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

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

**VI. PAYMENTS TO CONTRACTING NETWORK HOSPITALS**

**A. Hospital Claims for Emergency Services and Outpatient Hospital Services**

1. Upon approval of Hospital Claims for Emergency Services not resulting in an inpatient admission and Outpatient Hospital Services, the Intermediary shall make reimbursements for these claims at the following specified percentage of APR-DRGs or the CalOptima Medi-Cal fee-for-service rates, less the required co-payments to be collected by CONTRACTOR.

Service	Contracting Hospitals	Contracting ED Hospitals	Non-Contracting Hospitals
Medical	100%	75%	45%

2. Required co-payments to be collected by CONTRACTOR for these services are as follows:

a. For emergency department visits, CONTRACTOR shall collect a three hundred dollar (\$300) co-payment from MSN Enrollees; provided, however, if the MSN Enrollee is admitted directly from the Emergency Room to CONTRACTOR’s facility or lower level of care, including Recuperative Care, the co-payment for the emergency department visit shall be waived.

b. For Outpatient Hospital Services, including hospital based surgical center services and physical and occupational therapy services as may be authorized by the CCU as Post Stabilization Services, CONTRACTOR shall collect a twenty dollar (\$20) co-payment per visit; provided, however CONTRACTOR’s co-payment shall be waived if there is a corresponding professional co-payment due from the MSN Enrollee.

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

//

1 d. CONTRACTOR shall also attempt to collect co-payments from MSN Pending who  
2 subsequently become MSN Enrollees.

3 3. Inpatient Hospital services, including Emergency and Stabilization Services, which result in  
4 the admission of an MSN Enrollee shall be reimbursed as specified in subparagraph B below.  
5 CONTRACTOR shall not be separately reimbursed for Emergency and Stabilization Services for MSN  
6 Enrollees directly admitted to CONTRACTOR's facility, as such reimbursement shall be deemed to be  
7 included in the reimbursement for inpatient care.

8 B. Hospital Claims for Inpatient Services

9 1. Reimbursement to CONTRACTOR for inpatient services shall be contingent upon  
10 ADMINISTRATOR's receipt of CONTRACTOR's Rate Certification Form. CONTRACTOR must  
11 reflect on the Rate Certification Form the payment mechanism that is in effect between CONTRACTOR  
12 and CalOptima at the time the Rate Certification Form is completed as follows:

13 a. For Period One, ADMINISTRATOR shall distribute, concurrently with this Contract for  
14 signature, a Rate Certification Form which must be completed and returned in accordance with  
15 subparagraph III.I.1. of Exhibit A to this Contract.

16 b. For Period Two and Period Three, ADMINISTRATOR shall distribute a Rate  
17 Certification Form prior to the start of each Period. CONTRACTOR shall return the completed Rate  
18 Certification Form to ADMINISTRATOR within forty-five (45) calendar days of ADMINISTRATOR's  
19 delivery to CONTRACTOR.

20 c. On the Rate Certification Form, CONTRACTOR shall certify if it contracts with  
21 CalOptima, and if so, that it contracts with CalOptima for one of the following reimbursement methods,  
22 as applicable to the Period:

23 1) On a fee-for-service basis: CONTRACTOR shall provide the Traditional  
24 CalOptima rate that is in effect as of July 1 of each period. ADMINISTRATOR shall direct the  
25 Intermediary to reimburse CONTRACTOR at one hundred percent (100%) of the Traditional CalOptima  
26 rate after ADMINISTRATOR validates the rate with CalOptima. Regardless of any subsequent  
27 negotiations between CONTRACTOR and CalOptima for reimbursement of services provided during any  
28 Period, the rate that is in effect as of the completion of the Rate Certification Form for each Period shall  
29 be the rate paid by the MSN Program for each Period.

30 2) Based on Diagnostic Related Groups (DRGs): ADMINISTRATOR shall direct the  
31 Intermediary to reimburse CONTRACTOR at one hundred percent (100%) of DRGs after  
32 ADMINISTRATOR validates the reimbursement method with CalOptima. Regardless of any subsequent  
33 negotiations between CONTRACTOR and CalOptima for reimbursement of services provided during  
34 each Period, the rate that is in effect as of the completion of the Rate Certification Form shall be the rate  
35 paid by the MSN Program for each Period.

36 3) If CONTRACTOR's Rate Certification Form is not received by the deadlines  
37 specified for each Period, ADMINISTRATOR shall direct the Intermediary to reimburse CONTRACTOR

1 at the last certified rate that ADMINISTRATOR has on file for CONTRACTOR. If no certified rate is on  
2 file for CONTRACTOR, one hundred percent (100%) of the Non-Contract Hospital Rate shall be used.  
3 In such instances, any change in the reimbursement rate to CONTRACTOR shall be effective upon receipt  
4 of Rate Certification Form and shall not be retroactive to the beginning of the applicable Period.

5 2. Reimbursement to Contracting ED Hospitals shall be made at seventy-five percent (75%) of  
6 the rates or method provided on the Rate Certification Form.

7 3. Any Hospital that does not become a Contracting ED Hospital or Contracting Network  
8 Hospital and elects to provide any Hospital Services to any MSN Patient shall be reimbursed by COUNTY  
9 at a rate equal to forty-five percent (45%) of APR-DRG, or the Non-Contract Hospital's most recent  
10 CalOptima negotiated per-diem rate, dependent upon information made available to the Intermediary or  
11 ADMINISTRATOR by the Non-Contract Hospital.

12 4. For all approved Hospital Claims for Inpatient Services, which may include Stabilization  
13 Services and Post Stabilization Services, the Intermediary shall deduct the amount of the required co-  
14 payments to be collected by CONTRACTOR from reimbursement due for these claims. Hospitals shall  
15 not be reimbursed for the day an MSN Enrollee is discharged unless the MSN Enrollee's admission and  
16 discharge occur on the same day.

17 a. If an MSN Enrollee requires admission to CONTRACTOR's facility, CONTRACTOR  
18 shall collect a flat three hundred dollar (\$300) co-payment for the admission, regardless of the MSN  
19 Patient's length of stay.

20 b. Transfers from Contracting ED Hospitals and Non-Contract Hospitals

21 1) If the transfer is directly from the emergency department of a Contracting ED  
22 Hospital or a Non-Contract Hospital, CONTRACTOR shall collect a flat three hundred dollar (\$300) co-  
23 payment for the admission, regardless of the MSN Patient's length of stay.

24 2) If the MSN Patient was admitted to a Contracting ED Hospital or Non-Contract  
25 Hospital and, following inpatient Stabilization Services, is being admitted to CONTRACTOR's facility,  
26 the co-payment shall be waived.

27 c. CONTRACTOR shall also attempt to collect co-payments from MSN Pending who  
28 subsequently become MSN Enrollees.

29 C. Implant Devices – This shall apply only to those Hospitals not reimbursed based on DRGs. DRG  
30 reimbursement is understood to include reimbursement of implants as applicable.

31 1. "Implant Device" means a medical device manufactured to replace a missing biological  
32 structure, support a damaged biological structure, or enhance an existing biological structure which are  
33 allowed in accordance with the MSN Provider Manual or as may be authorized by ADMINISTRATOR,  
34 which authorization may be provided through the CCU.

35 2. CONTRACTOR and Contracting ED Hospitals shall be paid one hundred percent (100%) of  
36 the invoiced cost for Implant Devices. CONTRACTOR must submit a copy of its invoice for the Implant  
37 Device with the Claim to the Intermediary in order to receive reimbursement.

3. Non-Contract Hospitals shall be paid seventy percent (70%) of the invoiced cost for Implant Devices Non-Contract Hospitals must submit a copy of its invoice for the Implant Device with the Claim to the Intermediary in order to receive reimbursement.

D. Recuperative Care

1. Hospital Claims for Recuperative Care shall be reimbursed at two hundred and twenty dollars (\$220) per day.

2. Non-Contract Hospitals shall not be reimbursed for Recuperative Care.

E. Reimbursement Limitations

1. For Emergency Services and Outpatient Hospital Services - No Contracting Network Hospital shall be reimbursed more than one hundred percent (100%) of CalOptima fee-for-service rates or Allowable Costs, less the required co-payments, whichever is less.

2. For inpatient Hospital Services – No Contracting Network Hospital shall be paid more than one hundred percent (100%) of the equivalent CalOptima reimbursement, or Allowable Costs, less applicable co-payments, whichever is less.

3. “Allowable Costs” means a maximum of one hundred percent (100%) of CONTRACTOR’s actual costs according to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development.

F. All Funds in accounts maintained by the Intermediary relating to the term of this Contract, which funds are remaining after December 31 following each Fiscal Year, and all other payments required by this Contract have been made, shall be, in whole or in part, returned to COUNTY by the Intermediary or rolled over to a subsequent Period as directed by ADMINISTRATOR.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments to Contracting Network Hospitals Paragraph of this Exhibit B to the Contract.

**VII. PAYMENTS FOR OUTPATIENT PHARMACY SERVICES**

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

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

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

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

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**VIII. SATISFACTION OF CLAIMS**

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

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

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