

CONTRACT FOR PROVISION OF
MEDICAL SAFETY NET PROGRAM CLINIC SERVICES

BETWEEN
COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

JULY 1, 2024, THROUGH JUNE 30, 2027

THIS CONTRACT entered into this 1st day of July 2024 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and «UC_NAME»«UC_DBA», «CORP_STAT», (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

3 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
4 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

CLINIC: «LC_NAME»«LC_DBA»
«AUTH_SIG_NAME», «AUTH_SIG_TITLE»
«ADDRESS»
«CITY_STATE_ZIP»

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I. ACRONYMS

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

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

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

III. COMPLIANCE

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

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

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

- a. Designation of a Compliance Officer and/or compliance staff.
- 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. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

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. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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1 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
2 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
3 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
4 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
5 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
6 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
7 CONTRACTOR has elected to use its own).

8 2. An Ineligible Person shall be any individual or entity who:

9 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
10 and state health care programs; or

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

14 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
15 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
16 Contract.

17 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to
18 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
19 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of
20 California health programs and have not been excluded or debarred from participation in any federal or
21 state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible
22 Person in their employment or under contract.

23 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
24 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
25 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
26 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

33 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
34 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
35 Such individual or entity shall be immediately removed from participating in any activity associated with
36 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
37 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly

1 return any overpayments within forty-five (45) business days after the overpayment is verified by
2 ADMINISTRATOR.

3 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance
4 Training available to Covered Individuals.

5 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s
6 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
7 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
8 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

33 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

37 //

1 This includes compliance with federal and state health care program regulations and procedures or
2 instructions otherwise communicated by regulatory agencies including the Centers for Medicare and
3 Medicaid Services or their agents.

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

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

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

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

14 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
15 participate in the quality improvement activities developed in the implementation of the Quality
16 Management Program.

17 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
18 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
19 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
20 §1810.410.subds.(c)-(d).

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

27 28 **IV. CONFIDENTIALITY**

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

32 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors
33 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of
34 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
35 all information and records which may be obtained in the course of providing such services. This Contract
36 shall specify that it is effective irrespective of all subsequent resignations or terminations of
37 //

1 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
2 consultants, subcontractors, volunteers and interns.

3
4 **V. CONFLICT OF INTEREST**

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

12
13 **VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

14 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
15 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
16 CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to
17 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
18 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

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

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

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

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

34 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
35 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
36 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
37 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as

1 well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or
2 during the period of Contract performance. While CONTRACTOR must provide this information without
3 prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or
4 litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas
5 whenever requested by COUNTY.

7 **VII. DISPUTE RESOLUTION**

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

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

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

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

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

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

35 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

36 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
37 regarding the employment of aliens and others and to ensure that employees, subcontractors, and

1 consultants performing work under this Contract meet the citizenship or alien status requirements set forth
2 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and
3 consultants performing work hereunder, all verification and other documentation of employment
4 eligibility status required by federal or state statutes and regulations including, but not limited to, the
5 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
6 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
7 employees, subcontractors, and consultants for the period prescribed by the law.

8 9 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

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

18 19 **X. INDEMNIFICATION AND INSURANCE**

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

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

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

5 D. Prior to provision of services under this Contract, CONTRACTOR agrees to carry all required
6 insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements
7 required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been
8 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificate of Insurance, and
9 endorsements on deposit with COUNTY during the entire term of this Contract. In addition, all
10 subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain
11 insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

12 E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
13 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
14 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
15 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than
16 the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation
17 of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive
18 proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be
19 maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
20 representative(s) at any reasonable time

21 F. All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR
22 in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager,
23 or designee. The County reserves the right to require current audited financial reports from Contractor. If
24 Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising
25 from Contractor's services in accordance with the indemnity provision stated in this contract

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

28 H. QUALIFIED INSURER

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

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

35 I. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
36 limits and coverage as set forth below:

37 //

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability	\$1,000,000 per claims -made or occurrence \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence

J. REQUIRED COVERAGE FORMS

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

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

K. REQUIRED ENDORSEMENTS

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

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

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

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the certificate of insurance:

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

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

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

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

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

18 O. If CONTRACTOR's Professional Liability and Network Security & Privacy are "Claims -
19 Made" policies, CONTRACTOR shall agree to the following:

20 1) The retroactive date must be shown and must be before the date of the Contract or
21 the beginning of the Contract services.

22 2) Insurance must be maintained, and evidence of insurance must be provided for at
23 least three (3) years after expiration or earlier termination of Contract services.

24 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a
25 retroactive date prior to the effective date of the contract services, Contractor must purchase an extended
26 reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract

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

29 Q. Insurance certificates should be forwarded to the department address listed in the Referenced
30 Contract Provisions section of this Contract upon execution of this Contract.

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

35 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
36 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY

37 //

1 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may
2 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
3 remedies.

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

7 U. SUBMISSION OF INSURANCE DOCUMENTS

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

9 a. Upon execution of this Contract.

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

11 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
12 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

18 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
19 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required
20 COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to
21 ADMINISTRATOR.

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

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

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

31 **XI. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of
33 the State of California, the Secretary of the United States Department of Health and Human Services, the
34 Comptroller General of the United States, or any other of their authorized representatives, shall to the
35 extent permissible under applicable law have access to any books, documents, and records, including but
36 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
37

1 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a
2 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
3 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
4 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided
5 pursuant to this Contract, and the premises in which they are provided.

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

10 C. AUDIT RESPONSE

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

16 D. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen
17 (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial,
18 programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such
19 operation or audit is reimbursed in whole or in part through this Contract.

20
21 **XII. LICENSES AND LAWS**

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

30 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

31 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
32 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
33 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
34 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of
35 the Contract and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall
36 constitute grounds for termination of the Contract.

37 //

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

3 1. CONTRACTOR shall comply with the applicable terms and conditions of the “Contract for
4 Low Income Health Program; Contract No. 11-15909-OR-10” between COUNTY and the California
5 Department of Health Care Services (“Department”). COUNTY shall provide CONTRACTOR with a
6 copy of any new or amended contract with Department as soon as it is available. CONTRACTOR shall
7 notify ADMINISTRATOR within thirty (30) calendar days of any inability of CONTRACTOR to comply
8 with the terms and conditions of COUNTY’s contract with Department.

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

14 3. CONTRACTOR shall not perform services required by this Contract in a facility listed on
15 the EPA List of Violating Facilities unless and until the EPA eliminates the name of such facility from
16 such listing.

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

19 D. CONTRACTOR attests, to the best of its knowledge, that all hospital-based physicians providing
20 services at CONTRACTOR, under this Contract, are and will continue to be as long as this Contract
21 remains in effect, the holders of currently valid licenses to practice medicine in the State of California and
22 are members in “good standing” of the medical staff of CONTRACTOR’s facility.

23 24 **XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

34 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
35 available social media sites) in support of the services described within this Contract, CONTRACTOR
36 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
37 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used

1 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall
2 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media
3 developed in support of the services described within this Contract. CONTRACTOR shall also include
4 any required funding statement information on social media when required by ADMINISTRATOR.

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

7
8 **XIV. MINIMUM WAGE LAWS**

9 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
10 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
11 or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
12 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
13 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing
14 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum
15 Wage.

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

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

23
24 **XV. NONDISCRIMINATION**

25 **A. EMPLOYMENT**

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

37 //

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

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

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

23 1. Denying a Client or potential Client any service, benefit, or accommodation.

24 2. Providing any service or benefit to a Client which is different or is provided in a different
25 manner or at a different time from that provided to other Clients.

26 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
27 others receiving any service or benefit.

28 4. Treating a Client differently from others in satisfying any admission requirement or
29 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
30 any service or benefit.

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

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

36 1. In those cases where the Client's complaint is filed initially with the OCR, the OCR may
37 //

1 proceed to investigate the Client's complaint, or the OCR may request COUNTY to conduct the
2 investigation.

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

6 D. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
7 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
8 the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.; as implemented in 29
9 CFR 1630), pertaining to the prohibition of discrimination against qualified persons with disabilities in
10 all programs or activities, as they exist now or may be hereafter amended together with succeeding
11 legislation.

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

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

20 **XVI. NOTICES**

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

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

26 2. When faxed, transmission confirmed;

27 3. When sent by Email; or

28 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
29 or any other expedited delivery service
30

31 B. Formal Notices, such as Termination Notices or notices modifying terms and conditions of this
32 Contract, as allowed pursuant to this Contract, shall be effective:

33 1. When written and deposited in the United States mail, first class postage prepaid, certified
34 mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions of this
35 Contract or as otherwise directed by ADMINISTRATOR; or

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

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

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

7 E. For purposes of this Contract, CONTRACTOR agrees that the Coalition of Community Health
8 Centers (Coalition) may act as a representative of all Contracting Hospitals for the purpose of distributing
9 and/or coordinating any notices which may be provided by ADMINISTRATOR and which shall be
10 applicable to all Contracting Clinics. In such instances, notification to Coalition shall be deemed as
11 notification to CONTRACTOR.

12
13 **XVII. NOTIFICATION OF DEATH**

14 A. Upon becoming aware of the death of any person served pursuant to this Contract,
15 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

22 2. WRITTEN NOTIFICATION

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

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

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

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

35 //
36 //
37 //

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

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

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

9
10 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

24 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
25 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
26 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
27 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

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

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

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

- 14 1. The medical records and billing records about individuals maintained by or for a covered
15 health care provider;
- 16 2. The enrollment, payment, claims adjudication, and case or medical management record
17 systems maintained by or for a health plan; or
- 18 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 22 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
23 or site visit.
- 24 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 25 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
26 requested.

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

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

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

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XX. RESEARCH AND PUBLICATION

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

XXI. 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.

XXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. 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 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXIII. TERM

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

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

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XXIV. TERMINATION

1
2 A. Except as otherwise provided below, neither Party may terminate this Contract.

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

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

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

13 1. The loss of CONTRACTOR of legal capacity.

14 2. Cessation of services

15 3. The delegation or assignment of CONTRACTOR's services, operation, or administration to
16 another entity without prior written consent of COUNTY.

17 4. The following occurrence by any physician or licensed person employed or provided
18 privileges by CONTRACTOR and providing services pursuant to this Contract:

19 a. The neglect of any required duty.

20 b. The continued incapacity to perform duties.

21 c. Unethical conduct or malpractice

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

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

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

34 F. If state law or a court of competent jurisdiction determines that MSN Enrollees are fully covered
35 by the State Medi-Cal Program, or any other State program, all obligations and rights related to such
36 persons under this Contract shall be suspended while such court order is effective, or CONTRACTOR
37 and COUNTY shall have the right to terminate this Contract upon ten (10) calendar days prior written

1 notice given the other Parties and without any cure period, notwithstanding any other prior or subsequent
2 provisions of this Contract.

3 G. CONTINGENT FUNDING

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

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

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

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

16 H. AMENDMENT

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

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

27 I. In the event this Contract is terminated by either Party as allowed herein, CONTRACTOR shall
28 do the following:

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

31 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
32 performance.

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

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

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

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

6
7 **XXV. THIRD PARTY BENEFICIARY**

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

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

12 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
13 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
14 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default
15 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: _____

14
15
16
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:
Brittany McLean
28 BY: _____ DATED: 3/11/2024
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29 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 CLINIC 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 Clinics and Other Providers of Medical
21 Services for the MSN Program.

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

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

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

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

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

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

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

9 9. "Contracting Clinic" means a clinic that has executed a Contract for Clinic Services for the
10 MSN Program with COUNTY that is the same as this Contract.

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

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

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

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

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

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

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

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

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

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

7 18. "MSN" means the Medical Safety Net Program which is COUNTY's Program responsible
8 for its California Welfare & Institutions Code (W&I) 17000 obligations.

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

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

13 21. "MSN Patient" means a person who is either a MSN Enrollee or MSN Pending.

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

16 23. "MSN Program Services" means

17 a. All medical and administrative services for which reimbursement is authorized by the
18 Contract and all other agreements for the MSN Program, and;

19 b. Administrative services provided directly by COUNTY for which costs are directly
20 incurred by COUNTY.

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

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

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

27 28 **III. CLINIC OBLIGATIONS**

29 A. CONTRACTOR, billing for Clinic Services for which reimbursement is provided through the
30 Contract, shall provide Clinic Services to persons covered by the Contract presenting for treatment.

31 1. By all appropriate means available, CONTRACTOR shall assure that it meets licensing
32 requirements, including physician staffing, to provide Clinic Services to Enrollees under the Contract.

33 2. For persons presenting at CONTRACTOR, MSN Eligibility shall be verified electronically.

34 a. CONTRACTOR shall designate staff members to serve as Certified MSN Application
35 Technicians (CMAT) to screen its patients for current Medi-Cal, Covered California or MSN eligibility.

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

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

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

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

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

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

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

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

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

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

30 b. In the event that CONTRACTOR is determined by ADMINISTRATOR to have
31 discriminated in the provision of Clinic Services on the basis of the patient's status as an MSN Patient,
32 ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties for each occurrence
33 against CONTRACTOR, which may include, but not be limited to, one or more the following:

- 34 1) A reduction in payment related to the episode of care from any payment due
35 CONTRACTOR, including the Measure H Obligation.
- 36 2) Withholding of any payment due CONTRACTOR pending satisfactory compliance.

37 //

1 3) Termination of CONTRACTOR as a Contracting Clinic at the sole discretion of
2 ADMINISTRATOR.

3 4. Any administrative duty or obligation to be performed pursuant to the Contract on a weekend
4 or holiday may be performed on the next regular business day.

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

7 1. Comply with all requirements set forth herein, including, but not limited to, Exhibit A and
8 Exhibit B of the Contract.

9 2. Comply with all provisions of the MSN Provider Manual as it exists now or may hereafter
10 be amended which is available at <https://www.ochealthinfo.com/services/providers/msn-providers> .

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

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

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

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

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

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

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

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

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

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

14 2. ADMINISTRATOR may direct Intermediary to withhold or delay payment due any
15 CONTRACTOR for failure to comply with the terms of the Contract.

16 D. CONTRACTOR shall assist in the appropriate redirection of persons requiring non-emergency
17 medical care from hospital emergency departments to Contracting Clinics.

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

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

24 E. Follow-Up Care

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

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

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

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

34 G. CONTRACTOR shall assist COUNTY and the Intermediary in the conduct of any appeal
35 hearings conducted by COUNTY or the Intermediary for which CONTRACTOR receives
36 reimbursement for services provided to MSN Patients.

37 //

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

7 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
8 with respect to any person who has received services under the terms of the Contract. Further,
9 CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or
10 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

11 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Clinic
12 Obligations Paragraph of this Exhibit A to the Contract.

13
14 **IV. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES**

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

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

- 23 1. Necessary treatment after a hospital or emergency department visit
- 24 2. Treatment to ameliorate a chronic medical condition
- 25 3. Specialty physician services as necessary

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 PAYMENTS**

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

32 1. Payment by the Intermediary to CONTRACTOR for Clinic Services shall be contingent upon
33 ADMINISTRATOR’s receipt or confirmation of receipt of a fully executed Contract from
34 CONTRACTOR.

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

37 //

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

3 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Funding
4 Payments Paragraph of this Exhibit A to the Contract.

6 VI. COUNTY OBLIGATIONS

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

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

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

16 2. Perform concurrent and retrospective utilization review of the medical appropriateness, level
17 of care, and utilization of all services provided to MSN Patients by all COUNTY contracted providers.

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

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

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

32 VII. COMMITTEES/GROUPS

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

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

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

37 2. Physician(s) from the private sector, hospital and clinic communities

- 3. A minimum of one additional representative from the MSN Program
- 4. Representative from the Care Coordination Unit, who may also be one of the representatives from the MSN Program specified in B.3 above.
- 5. Pharmacy Consultant
- C. The MPC shall adopt and follow rules as it deems necessary to carry out its responsibilities.
- D. The duties of the MPC shall include, but not be limited to, the following:
 - 1. Prospective and retrospective review of services rendered and their medical appropriateness.
 - 2. Review of procedures, treatments, and therapies, consistent with MSN Program benefits, for inclusion in, or deletion from, the MSN Program’s scope of covered services.
 - 3. Review of medical policy as it relates to patient treatment and community standards of care.
 - 4. Approval of modifications, deletions, and additions to the list of services for which COUNTY contracted providers will be recommended to seek pre-authorization from COUNTY’s CCU.
 - 5. Review and ruling on any appeals brought before the MPC.
 - 6. Enlisting the expertise of specialists when indicated.
- E. Decisions of the MPC shall be binding and final.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Committees/Groups 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 CLINIC 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 Clinic 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 Clinic 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 Clinic
26 Services provided to Enrollees shall be:

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

- 29 a. Claims for Clinic Services covered by a court order.
- 30 b. Claims for Clinic Services if eligibility for a person is established by COUNTY after the
31 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

c. September 30, 2027 for Period Three.

B. If claims are received by the deadline stated in III.A.3., the Intermediary should initially approve or deny all claims no later than

- 1. October 31, 2025 for Period One.
- 2. October 31, 2026 for Period Two.
- 3. October 31, 2027 for Period Three.

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

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

- 1. November 30, 2025 for Period One.
- 2. November 30, 2026 for Period Two.
- 3. November 30, 2027 for Period Three.

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

- 1. The Notice of Action establishing MSN eligibility was generated after June 30 of the applicable Period.
- 2. More information is requested by ADMINISTRATOR and/or Intermediary to further consider an appeal.
- 3. ADMINISTRATOR and/or Intermediary discover any irregularities in claims payment or denial.
- 4. Any payment for the above Clinic Claims occurring after December 31 shall be deemed "Exception Claims" and shall be paid from Exception Funding as provided for in COUNTY's agreement with the Intermediary.

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

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

Advanced Medical Management, Inc.
 5000 Airport Plaza Drive, Suite 150
 Long Beach, CA 90815-1250

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

IV. CLAIM DENIAL/APPEAL

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

B. Notice shall be deemed effective:

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

3 2. When Faxed, transmission confirmed; or

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

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

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

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

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

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

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

22 1. November 30, 2025 for Period One.

23 2. November 30, 2026 for Period Two.

24 3. November 30, 2027 for Period Three.

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

27
28 **V. THIRD PARTY PRIMARY OR OTHER INSURANCE CLAIMS**

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

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

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

36 B. CONTRACTOR shall determine that a claim is not covered, in whole or in part, under any other
37 //

1 state or federal medical care program or under any other contractual or legal entitlement including, but
2 not limited to, coverage defined in W&I Section 10020.

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

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

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

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

13 G. Provider Refunds Of Claims Covered By Other Payments

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

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

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

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

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

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

10
11 **VI. PAYMENTS TO CONTRACTING CLINICS**

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

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

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

18 1 CONTRACTOR shall collect a sixty-dollar (\$60) co-payment from MSN Enrollees for each
19 clinic visit.

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

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

- 26 1) \$45 for laboratory services (including blood draw if lab samples are sent off site)
- 27 2) \$65 for radiology services

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

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

32
33 **VII. PAYMENTS FOR OUTPATIENT PHARMACY SERVICES**

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

37 //

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

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

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

8
9 **VIII. MEASURE H OBLIGATION**

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

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

- 17 1. December 31, 2025 for Period One.
- 18 2. December 31, 2026 for Period Two.
- 19 3. December 31, 2027 for Period Three.

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

22 1. Step 1: All Contracting Clinics Claims shall be calculated at percentages specified in this
23 Exhibit B to the Contract for Clinic Services and at rates specified in this Exhibit B to the Contract for
24 dental services, less required co-payments. The total reimbursement shall be adjusted for other insurance,
25 voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed charges less
26 required co-payments or Allowable Charges less required co-payments, whichever is less.

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

29 3. Step 3: If the total of all payments made after completion of Step 1 through Step 2 are less
30 than the Measure H Obligation, additional reimbursement to meet the Measure H Obligation shall be
31 determined for Eligible Clinics. “Eligible Clinics” shall mean those clinics identified by
32 ADMINISTRATOR that:

- 33 a. Are either a Contracting Clinic or have an LOA to provide services for the MSN
34 Program; and,
- 35 b. Have executed an agreement with COUNTY to provide community clinic services
36 funded by Tobacco Settlement Revenue (“TSR Agreement”); and,

37 //

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

3 1) TSR Agreement services provided during Fiscal Year 2024-25 shall be used for
4 Period One calculations.

5 2) TSR Agreement services provided during Fiscal Year 2025-26 shall be used for
6 Period Two calculations.

7 3) TSR Agreement services provided during Fiscal Year 2026-27 shall be used for
8 Period Three calculations

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

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

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

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

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

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

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

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

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

33 34 **IX. SATISFACTION OF CLAIMS**

35 A. Acceptance by CONTRACTOR of payments made by Intermediary in accordance with the
36 Contract shall be deemed satisfaction in full of any COUNTY obligation to CONTRACTOR with respect
37 to those claims for Clinic Services for which payment has been made by COUNTY, notwithstanding

1 CONTRACTOR’s right to appeal any denied claim, as provided for in Paragraph IV. of this Exhibit B to
2 the Contract and CONTRACTOR’s right to pursue co-payments due from MSN Patients.

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

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