COMMUNITY SUPPORTS SERVICES AGREEMENT

This Community Supports Services Agreement ("Agreement") is made and entered into by and between **KAISER FOUNDATION HEALTH PLAN, INC**., a California nonprofit public benefit corporation, for its Southern California Region ("KFHP" and "Health Plan"), and the County of Orange, on behalf of its Health Care Agency ("Provider"), and is effective as of date of execution ("Effective Date"). KFHP and Provider are each referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, KFHP is a licensed Medi-Cal managed care health plan that participates in the Community Supports program(formerly known as In Lieu of Services); and

WHEREAS, KFHP desires to arrange for the provision of Transitional Rent associated with the Community Supports program to individuals who are enrolled in or assigned to a KFHP Medi-Cal managed health care plan ("Members"), and Provider desires to provide Services (as defined below) to Members as a Community Supports Provider in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained and for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree to and covenant as follows:

AGREEMENT

ARTICLE I DEFINITIONS

1.01 **Authorization**: KFHP's approval for the provision of Community Supports Services to Members (i) by persons designated to provide such approval, (ii) pursuant to KFHP's utilization management and/or review programs, and (iii) in the manner specified (such as prior written approval in many instances), including in the Policies and Procedures and Exhibit A. Further, "Authorization" also means the document(s) or electronic documentation indicating KFHP's approval, as the context requires. "Authorized" means provided pursuant to and in compliance with an Authorization.

1.02 **Claim**: a request for payment for Community Supports rendered to a Member submitted in accordance with the terms of this Agreement.

1.03 **Clean Claim**: a Claim that can be processed without obtaining additional information from the provider of the service or from a third party. It includes a Claim with errors originating in a KFHP's or the Department of Health Care Services' claims system. It does not include a Claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.

1.04 **Complaint**: any verbal or written expression of a Member's dissatisfaction with a Community Supports Provider that is not amenable to prompt resolution upon receipt and requires follow-up and investigation (for example, a grievance).

1.05 **Community Supports (formerly In Lieu of Services)**: pursuant to 42 CFR 438.3(e)(2), Community Supports are services or settings that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan. Community Supports are optional for both the MCP and the Member and

must be approved by DHCS. DHCS has already pre-approved the list of Community Supports included in Section 2.01.*

1.06 **Community Supports Provider**: a contracted provider of DHCS-approved Community Supports. Community Supports Providers are entities with experience and expertise providing one or more of the Community Supports approved by DHCS.*

1.07 **Community Supports Provider Standard Terms and Conditions**: standard terms and conditions for Community Supports provider agreements issued by DHCS.

1.08 **Department of Health Care Services ("DHCS")**: the California State agency that administers the Medi-Cal program.

1.09 **DHCS-KFHP ECM and ILOS Contract**: the provisions in the Medi-Cal Contract(s) or the attachments thereto applicable to Community Supports.

1.10 **Enhanced Care Management ("ECM") Provider:** A provider of enhanced care management services.

1.11 **Facility(ies)**: Those facilities institutions, locations or any other sites used by Provider (or any Subcontractor) to provide Services to Members pursuant to this Agreement.

1.12 **Law**: local, state and federal law, regulation, rule, executive order, public health order, the California Medicaid State Plan or any waiver thereto, or guidance by the Centers for Medicare & Medicaid Services ("CMS") or by DHCS, as applicable, including, without limitation, the DHCS Community Supports requirements, DHCS Medi-Cal Provider Manual, and DHCS and All Plan Letters.

1.13 **Medi-Cal Contract**: the contract between KFHP and DHCS for services to Medical and related state assistance program beneficiaries.

1.14 **Member(s)**: an individual enrolled in KFHP under Medi-Cal Contract(s) between KFHP and DHCS.

1.15 **Official(s)**: (i) individuals who represent, in an official capacity, a local, state or federal government agency or regulatory body with jurisdiction over KFHP or Provider, (ii) representatives of any accreditation agency or organization (such as the National Committee for Quality Assurance ("NCQA")) or a peer review or professional organization applicable to KFHP, Provider or Subcontractor, (iii) such other officials entitled by Law or pursuant to the Medi-Cal Contract(s) with KFHP to monitor health care services to Members; and (iv) the designees of any of the above.

1.16 **Policies and Procedures**: manual(s), policies, procedures and guidelines applicable to Community Supports (ILOS) for KFHP's Southern California Region, including the Model of Care approved by DHCS and the policies and procedures described therein, as may be updated and supplemented by KFHP from time to time in accordance with applicable Law, that KFHP has identified or provided to Provider.

1.17 **Program Requirements**: (i) the Policies and Procedures; (ii) the Medi-Cal Contract(s); (iii) the Provider Manual and any other applicable policies, procedures, guidelines and formularies of KFHP, as amended and supplemented by KFHP from time to time, that KFHP has identified or provided

*Provisions marked with an asterisk are required terms from the DHCS Community Supports Provider Standard Terms and Conditions.

to Provider; (iv) all applicable Law, including licensure and certification requirements; (v) the applicable Membership Agreement; and (vi) NCQA and all other accreditation requirements imposed upon KFHP in order for KFHP to maintain accreditation, all as applied to Provider's provision of Services to Members.

1.18 **Provider Manual**: manual(s) of policies, procedures and guidelines applicable to the Southern California Region, including billing procedures, Authorization and referral policies and procedures, utilization management, quality assurance and improvement, Complaints, and other guidelines and criteria for providing health care services to Members, as updated and supplemented by KFHP from time to time in accordance with applicable Law, that KFHP has identified or provided to Provider.

1.19 **Records**: books, documents, contracts, subcontracts, and records prepared and/or maintained by a Party that relate to this Agreement whether in written or electronic format, including records of Services, Member billing and payment records, claims, financial and accounting records, policies and procedures, and other books and records that may be required by applicable Law.

1.20 **Services**: those Community Supports services identified Section 2.01 and Exhibit A of this Agreement.

1.21 **Staff**: those persons who, by way of ownership of, employment by, or contracts with Provider (or any Subcontractor) provide Services to Members pursuant to this Agreement.

1.22 **State Plan**: the plan governing the Medi-Cal program pursuant to 42 U.S.C. section 1396a, as approved by the federal CMS.

1.23 **State Plan Covered Services**: Medi-Cal health care services or settings that are covered under the State Plan.

1.24 **Subcontract**: a written agreement between Provider and its Subcontractor(s) and/or between two or more Subcontractors for the provision of Services to Members under this Agreement.

1.25 **Subcontractor:** any person or entity that provides or arranges for Services to Members pursuant to a direct or indirect agreement or other arrangement with Provider.

ARTICLE II OVERVIEW

2.01 General. Provider shall offer the following DHCS-Authorized Community Supports to Members (check as applicable): *

(a) ☐ Housing Transition Navigation Services

(b) ☐ Housing Deposits

(c) ☐ Housing Tenancy and Sustaining Services

(d) ☐ Short-Term Post-Hospitalization Housing

(e) ☐ Recuperative Care (Medical Respite)

(f) ☐ Respite Services

(g) ☐ Day Habilitation Programs

(h) ☐ Assisted Living Facilities, such as Residential Care Facilities for Elderly (RCFE) and Adult Residential Facilities (ARF)

(i) ☐ Community or Home Transition Services

(j) ☐ Personal Care and Homemaker Services

(k) ☐ Environmental Accessibility Adaptations (Home Modifications)

(l) ☐ Medically Tailored Meals/Medically Supported Food

(m) ☐ Sobering Centers

(n) ☐ Asthma Remediation

(o) ☒ Transitional Rent

ARTICLE III PROVIDER RESPONSIBILITIES

3.01 General. Provider shall provide the Services identified above and as further described in Exhibit A (attached to this Agreement and incorporated herein). Provider shall provide all Services in accordance with this Agreement, applicable Law and the Medi-Cal Contract, with best practices and industry standards for such Services. To the extent required by applicable Law, and in accordance with applicable Program Requirements, Provider shall maintain in full force and effect during the term of this Agreement all required licenses, certifications, permits, or credentials, or qualifications for itself, its Facilities and its employees, agents and Subcontractors providing the Services to Members. References to the responsibilities and obligations of Provider in this Agreement shall be interpreted to apply, as appropriate under the circumstances, (i) to all Staff and Facilities, and (ii) if Provider is providing any or all Services through a Subcontractor, to such Subcontractor (and its employees).

3.02 Community Supports Provider Requirements*

(a) Community Supports Providers, including, as applicable, Provider, for whom a state-level enrollment pathway exists shall enroll in Medi-Cal, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL22-013, or any successor All Plan Letter thereto.

i. If APL 22-013 does not apply to Provider, KFHP shall vet Provider, which may extend to individuals employed by or delivering services on behalf of Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

(b) Experience and training in the elected Community Supports.

i. Provider shall have sufficient experience and/or training in the provision of the Services.

ii. Provider shall have the capacity to provide the Services in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such Services, training or other factors identified by KFHP.

(c) If Provider subcontracts with other entities to administer its functions of Community Supports described in Exhibit A, Provider shall ensure agreements with each entity bind each entity to applicable terms and conditions set forth herein.

ARTICLE IV PROVISION OF COMMUNITY SUPPORTS SERVICES

4.01 Delivery of Community Supports Services.*

(a) Provider shall deliver the Services in accordance with DHCS service definitions and requirements.

(b) Provider shall maintain staffing that allows for timely, high-quality service delivery of the Services.

(c) Provider shall:

i. Accept and act upon Member referrals from KFHP for Authorized Services, unless Provider is at pre-determined capacity;

ii. Conduct outreach to the referred Member for Authorized Services as soon as possible, including by making best efforts to conduct initial outreach within 24 to 72 hours of assignment, if applicable;

iii. Be responsive to incoming calls or other outreach from Members, including by maintaining a phone line that is staffed or able to record voicemail 24 hours a day, 7 days a week;

iv. Coordinate with other providers in the Member's care team, including ECM Providers, other Community Supports providers and KFHP;

v. Comply with cultural competency and linguistic requirements required by federal, state and local laws, this Agreement and the Medi-Cal Contract(s); and

vi. Comply with non-discrimination requirements set forth in state and federal law, this Agreement and the Medi-Cal Contracts.

(d) When state or federal law requires authorization for data sharing, Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information (PHI), and shall confirm it has obtained such authorization to KFHP.

i. Member authorization for Community Supports-related data sharing is not required for Provider to initiate delivery of Services unless such authorization is required by state or federal law. Provider will be reimbursed only for Services that are Authorized by KFHP. In the event of a Member requesting services not yet Authorized by KFHP, Provider shall send prior authorization request(s) to KFHP, unless a different agreement is in place.

4.02 Identification of Members who May Benefit from Community Supports. KFHP shall identify individuals who may benefit from Community Supports and for whom Community Supports will be a medically appropriate and cost-effective substitute for State Plan Covered Services.

4.03 Identification of Additional Community Supports. Provider is encouraged to identify additional Community Supports a Member may benefit from and send any additional request(s) for Community Supports to KFHP for authorization.*Requests for Community Supports. KFHP shall accept requests for Services from Members and on behalf of Members from providers and organizations that serve them, including community-based organizations.

4.04 Authorization. KFHP shall authorize Community Supports, and the provision of Services by Provider, for Members deemed eligible pursuant to the Policies and Procedures.

4.05 Timeliness. Provider shall comply with KFHP's Policies and Procedures regarding the timeliness of the provision of Services.

4.06 Transition Planning. If a Community Supports service is discontinued for any reason, Provider shall support transition planning for the Member into other programs or services that meet their needs.

4.07 Training. Provider and its Subcontractors shall participate in all mandatory Community Supports training and technical assistance provided or arranged by KFHP, as necessary.

4.08 Availability. Provider shall ensure that Services are available (i) during normal business hours, (ii) when medically indicated, on a prompt or same-day basis, and (iii) as otherwise specified herein or in the Policies and Procedures. Provider shall ensure that Services provided under this Agreement are readily available and accessible, provided in a prompt and efficient manner without delays in appointment scheduling and waiting times, and consistent with applicable recognized standards of practice and the Program Requirements.

4.09 Verification. Prior to the provision of Services, Provider shall verify, or cause to be verified (i) that a person seeking Services is in fact an eligible Member as of the date of provision of Services, and (ii) the Services (including the scope and duration of Services) are properly Authorized, where required, all in the manner described in this Agreement, the Policies and Procedures, and the Member's health plan identification card. Provider's receipt of an identification card issued by KFHP from a person claiming to be a Member is indicative but not conclusive of the person's status as a Member. If Provider is unable to verify (i) and (ii) listed above, Provider may nevertheless provide Services to the person if the person completes a financial responsibility form to the reasonable satisfaction of Provider and with appropriate disclosure to the Member; and KFHP shall only be financially responsible for Services provided to such person if it is subsequently determined that such Services were Authorized Services.

4.10 Provider Staffing. At all times, Provider shall have adequate staff to ensure its ability to carry out responsibilities for each assigned Member consistent with this Agreement, the Program Requirements, the Medi-Cal Contract(s) and any other related DHCS guidance. Provider shall immediately alert KFHP, by telephone or email, if it does not have sufficient staffing to provide the Services. Such notice shall describe specific actions Provider is taking, and the time period anticipated, to bring Provider back in compliance with this Section 4.11. KFHP's acceptance of any such notice does not preclude KFHP from exercising any rights in this Agreement in response to Provider's failure to comply with this Section 4.11, including, without limitation, termination under Section 10.02 (Termination).

ARTICLE V BILLING AND PAYMENT

5.01 Compensation. Subject to the terms of this Agreement, the Policies and Procedures, and applicable Law, KFHP shall pay Provider for the provision of Authorized Services to Members in accordance with this Article V and Exhibit B attached hereto and incorporated herein. Provider shall accept

such payment as payment in full for KFHP's financial obligations. Compensation for Authorized Services provided to Members is payable to Provider only if Provider has strictly satisfied its responsibilities herein and, to the extent authorization is required, the authorization has neither expired nor been terminated as of the date(s) of service. For any Services that require authorization, KFHP's obligation to compensate Provider for Services is commensurate with the scope and duration of the authorization.

5.02 Submission of Claims and Invoices to KFHP.

(a) Provider shall record, generate, and send a claim or invoice to KFHP for Services rendered.

ii. If Provider submits Claims for Services, Provider shall submit Clean Claims to KFHP using specifications based on national standards and code sets to be defined by DHCS.*

iii. In the event Provider is unable to submit Claims to KFHP using specifications based on national standards or DHCS-defined standard specifications and code sets, Provider shall submit invoices with minimum necessary data elements defined by DHCS, which includes information about the Member, the Services rendered, and Providers' information to support appropriate reimbursement by KFHP, that will allow KFHP to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS.*

(b) With respect to Claims for which KFHP is primary, Provider will submit Clean Claims or invoices to KFHP no later than one-hundred eighty (180) calendar days (or such longer timeframe that may be required by applicable Law) of providing the Services, as specified in Exhibit B. In the case of coordination of benefits Claims when KFHP is not primary, Provider will submit complete Clean Claims or invoices within one hundred eighty (180) calendar days following the date KFHP receives the primary payor's explanation of benefits. If Provider fails to comply with the submission timeframes, (i) Provider shall not, unless Provider has demonstrated good cause for the late submission to KFHP's satisfaction, be entitled to payment under this Agreement or otherwise, and KFHP shall have no obligation to pay for such requests for payment, and (ii) Provider shall be prohibited from billing the Member.

(c) As applicable, Provider will submit encounter data to KFHP no later than 12 months from the date of service. Provider shall submit relevant additional information as may be requested from time to time by KFHP.

5.03 Payment for Services.*

(a) Provider shall not receive payment from KFHP for the provision of any Services not Authorized by KFHP.

(b) Provider must have a system in place to accept payment from KFHP for Services rendered.

i. KFHP shall pay 90 percent of all Clean Claims and invoices within 30 days of receipt and 99 percent of Clean Claims and invoices within 90 days of receipt, or within such other time period permitted or required by applicable Law.

ii. KFHP will provide expedited payments for urgent Community Supports (e.g., recuperative care services for an individual who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment), pursuant to the Medi-Cal Contract and any other related DHCS guidance.

5.04 Authorization. Authorization is required for payment of Services. KFHP's obligation to compensate Provider is commensurate with the scope and duration of the Authorization. KFHP may terminate an Authorization prior to its expiration date, as specified in the Policies and Procedures. Compensation for Services provided to Members is payable to Provider only if the Community Supports Services are covered by an Authorization that has neither expired nor been terminated as of the date(s) of service, and Provider has strictly satisfied its responsibilities in Articles III, IV, VI and VII herein.

5.05 Denials. KFHP reserves the right to deny a Provider's Clean Claim or invoice for Services if Provider fails to submit it in accordance with this Article V. In addition, and without limitation, to the extent allowable under Law or the Medi-Cal Contracts, KFHP reserves the right to deny payment of a Clean Claim or invoice for Community Supports Services rendered (i) by Provider or any of its employees, agents, or Subcontractors in the event any of them fail to meet the applicable requirements set forth in Articles III, IV, VI or VII on the date(s) of service, (ii) to a Member by any staff, Facility or Subcontractor that is sanctioned under or debarred, suspended, precluded, excluded, or otherwise deemed ineligible from, or has opted out of participation in, Medicare or Medicaid, or (iii) in any manner or by any person prohibited by Law or by the Medi-Cal Contracts.

5.06 Right to Review/Audit and Recoup Overpayments.

(a) Prior or subsequent to payment, KFHP (or its designee) may review and/or audit any and all Claims/invoices, including Records related to such Claims/invoices, to ensure charges are billed, and supported for payment by KFHP, in accordance with this Agreement, the Policies and Procedures, and applicable Law. Except to the extent prohibited by Law, KFHP reserves the right to deny, reduce or otherwise adjust payment to Provider on Claims/invoices (or any portion thereof) that KFHP determines contain (i) coding errors or erroneous charges; (ii) charges and/or coding that are not payable in accordance with this Agreement, the Policies and Procedures, or applicable Law, or (iv) charges for services rendered that are not appropriate or inconsistent with the Member's care plan.

(b) Provider shall report to KFHP when it has identified an overpayment under this Agreement and shall return such overpayment to KFHP within sixty (60) calendar days after the date an overpayment is identified. In addition if any audit shows that Provider owes money to KFHP, then KFHP shall notify Provider, and Provider shall contest or refund such overpayment to KFHP within thirty (30) business days of KFHP's notice, unless a longer time period is required by applicable Law. If this Agreement expires or is terminated for any reason prior to KFHP's full recovery of such overpayment, the remaining amount shall become due and owing immediately upon the effective date of the expiration or termination. To the maximum extent permitted by applicable Law, KFHP is hereby authorized to offset and recoup the amount of any debt owed by Provider to KFHP, including any overpayment to Provider identified in an uncontested notice of overpayment sent in accordance with applicable Law or any Provider-reported overpayment that is not returned by Provider, whether or not such debt arises from payment for Services under this Agreement or otherwise, against any debt or money owed Provider, whether for Services under this Agreement or otherwise.

(c) Upon five (5) days' prior written notice from KFHP, Provider will provide KFHP's internal auditors (or such independent auditors and inspectors as KFHP may designate in writing and have agreed to abide by reasonable confidentiality provisions) with access and the right to make copies of Provider's books and records relating to Services provided under this Agreement to verify the accuracy of the Claims/invoices submitted to KFHP by Provider. Provider will cooperate with the inspection and will make available the records and related materials reasonably required to conduct the inspection available on a timely basis.

5.07 No Recourse against Members.

(a) Provider shall hold harmless the State of California, other Medi-Cal plans, Members and persons acting on a Medi-Cal Member's behalf, in the event KFHP cannot or will not pay for Services performed by Provider pursuant to the Agreement.

(b) Provider agrees to hold harmless Members if Medi-Cal Laws or Medi-Cal Contracts provide for insufficient funding to cover program benefits. Provider is prohibited from balance billing a Member. Notwithstanding anything to the contrary in this Agreement, Provider shall not submit a claim, bill, or demand, or otherwise seek or collect reimbursement for Services provided under this Agreement or for missed or canceled appointments from any Member or any person acting on behalf of any Member, except as expressly authorized by the Agreement, Law, or DHCS. Whenever KFHP receives notice of an improper charges to a Member, KFHP shall take immediate action.

(c) Provider understands and agrees that surcharges against Members are prohibited by Law, KFHP's government contracts, and membership agreements, and KFHP shall take appropriate action if surcharges are imposed. A surcharge is an additional fee that is charged to a Member for Services but is not expressly permitted under the applicable membership agreement or, where applicable, is not permitted by Law or an Official.

ARTICLE VI RECORDS AND CONFIDENTIALITY

6.01 Data Sharing to Support Community Supports**.***

(a) Consistent with federal, state and, if applicable, local privacy and confidentiality laws, as part of the referral process, Provider shall have access to:

i. Demographic and administrative information confirming the referred Member's eligibility and Authorization for the requested service;

ii. Appropriate administrative, clinical, and social service information Provider might need to effectively provide the requested service; and

iii. Billing information necessary to support Provider's ability to submit claims or invoices to KFHP.

6.02 Creation and Maintenance of Records. Provider shall keep, maintain, and make its records and documents available as are necessary to disclose fully the type and extent of Services provided to a Medi-Cal Member. In addition, Provider shall maintain such records and documents necessary to disclose how Provider discharged its obligations under this Agreement. These records and documents shall disclose the quantity of Services provided under this Agreement, the quality of those services, the manner and

amount of payment made for those services, the persons eligible to receive Services, the manner in which Provider administered its daily business, and the cost thereof.

6.03 Access to Records. To the extent permitted by Law and subject to reasonable request and notification, KFHP and their authorized agents shall have access to and may inspect the Records pertaining to Services under this Agreement, including for the purpose of (i) meeting legal, regulatory and accreditation requirements applicable to KFHP or (ii) addressing any inquiry from an Official.

(a) Pursuant to 42 CFR § 438.3(h), DHCS, CMS, the US Department of Health and Human Services ("DHHS") Office of the Inspector General, the Comptroller General, the Bureau of Medi-Cal Fraud, DMHC, and other authorized State agencies or their duly authorized representatives or designees, including DHCS' External Quality Review organization contractor, may, at any time, inspect and audit any of Provider's, or its Subcontractors, records or documents and may, at any time, inspect, evaluate and audit the premises, physical facilities, and equipment where Medi-Cal-related activities or work is conducted. The right to audit under this Section exists for 10 years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later.

(b) Provider shall make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under this Agreement (including all encounter data, description and date of service, and name of Medi-Cal Member), available for an audit, inspection, evaluation, examination, or copying as required by Law or Medi-Cal Contracts:

i. By DHCS, CMS, DMHC, the California Attorney General, DHHS Inspector General, the Comptroller General, Department of Justice ("DOJ"), or their designees, including DHCS's External Quality Review organization;

ii. At all reasonable times, at Provider's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping; and

iii. For the later of a term of at least 10 years from the final date of the Medi-Cal Contract period, the date of completion of any audit, or from the date the service was rendered, whichever is later.

6.04 Copies of Records and Other Information. To the extent permitted by Law and without charge, Provider shall promptly forward to KFHP (and its authorized agents) copies of Records pertaining to Services under this Agreement, including, without limitation, for the purpose of (i) meeting legal, regulatory and accreditation requirements applicable to KFHP or (ii) addressing any inquiry from an Official. Upon request and consistent with applicable Law, Provider shall transmit Records to KFHP by facsimile or other electronic means. Subject to reasonable request and notification, KFHP may arrange for copying of Records to which they are entitled under this Agreement through a copying service.

6.05 Reporting. Provider shall report all data, documentation, or other information to KFHP as required by KFHP or Officials, the Medi-Cal Contract(s) or Program Requirements, within the timeframe established by KFHP in its Policies and Procedures, or as otherwise required by Officials or applicable Law.

6.06 Secure Documentation Transmission. Provider shall use a care management documentation system or process that uses a secure method for transmitting data. Provider shall establish

and maintain security measures in accordance with applicable federal, state, and local privacy and security laws, generally accepted industry practices, and the specific privacy and security requirements set forth in this Agreement.

6.07 Certification of Accuracy of Data. Provider recognizes that KFHP is required to certify the accuracy, completeness and truthfulness of data that Officials request. Such data may include encounter data, payment data, and any other information provided to KFHP by its providers. Provider hereby represents and warrants that any such data submitted to KFHP by Provider shall be accurate, complete and truthful. Upon KFHP's request, Provider shall make such certification in the form and manner specified by KFHP in order to meet KFHP's legal, regulatory, accreditation and contractual requirements.

6.08 Confidentiality of Information.

(a) Confidential Information Defined. The Parties shall keep in strictest confidence and in compliance with all applicable Law: (i) any patient information, including a Member's name, address and health records (including mental health records); (iii) information concerning any matter relating to the business of the other, including the other's employees, products, services, membership, prices, operations, business systems, planning and finance, policies, procedures and practice guidelines; (iv) materials, data, data elements, records or other information obtained from the other during the course of or pursuant to this Agreement; and (v) any information learned while performing obligations under this Agreement, which if provided by the other, would be required to be kept confidential under this Agreement (collectively, "Confidential Information"). Subject to applicable Law and except as provided in Section 6.08(b) (Exceptions), neither Party shall disclose Confidential Information to a third party unless authorized in writing in advance by the other, provided however that patient information may be disclosed to the Member, the Member's AR, practitioners participating in the Member's care, and others as permitted by Law.

(b) Exceptions. The prohibitions on disclosure set forth in Section 6.08(a) (Confidential Information Defined) do not apply to information that (i) is required by Law or the Medi-Cal Contracts to be disclosed or to be provided to Officials, including disclosure pursuant to California Public Records Act (section 7920 et seq.); (ii) is required by accreditation organizations of KFHP or Provider; (iii) is disclosed in legal or government administrative proceedings; (iv) was publicly known at the time of the disclosure; (v) becomes publicly known through no fault of the disclosing Party after the disclosing Party's receipt of the Confidential Information; (vi) was developed by the disclosing Party independently of and without reference to any of the other Party's Confidential Information; (vii) is disclosed as necessary to enforce a Party's rights for coordination of benefits, liens, reimbursement or subrogation; or (viii) is disclosed as necessary to a Party's agents and affiliates to perform essential corporate activities as permitted by Law.

(c) If Provider makes the determination that it is required to disclose the terms of this Agreement pursuant to the California Public Records Act (section 7920 et seq.), it shall (a) notify KFHP prior to disclosure and (b) only disclose that portion of the terms of this Agreement that Provider has determined it is required to disclose (i.e. terms not covered by an applicable exemption from disclosure) and shall notify KFHP what is to be disclosed.

6.09 HIPAA. Provider understands and agrees that this Agreement and certain data exchanged hereunder may be subject to Laws governing the privacy of health records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), the Health Information Technology and Economic and Clinical Health Act (42 USC 300(j)), and all implementing regulations (collectively, "HIPAA"), 42 C.F.R. Part 2 regulations, and the California Confidentiality of Medical Information Act ("CMIA"). Provider will comply with all such Laws governing the privacy of health records. If Provider is or becomes a "Covered Entity" as defined by HIPAA, Provider shall comply with all relevant HIPAA requirements.

6.10 Provider Directory. Consistent with the Policies and Procedures, Provider shall be responsible for reporting any information about Provider or its Subcontractors necessary for KFHP to maintain an accurate and up to date provider directory.

ARTICLE VII QUALITY AND COMPLIANCE OVERSIGHT

7.01 Community Supports Quality and Oversight.*

(a) Provider acknowledges KFHP will conduct oversight of its delivery of Community Supports to ensure the quality of services rendered and ongoing compliance with all legal and contractual obligations both KFHP and Provider have, including, but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

7.02 General Compliance. Provider represents and warrants that it is currently, and for the term of the Agreement shall remain, in compliance with all applicable Law. Provider shall cooperate with KFHP in maintaining KFHP's compliance with applicable Program Requirements for provision of Services to Medi-Cal Members under this Agreement, and when required to maintain KFHP's licenses, comply with the relevant provisions of such Law. KFHP acknowledges that it is subject to applicable Law, as monitored and enforced by relevant Officials.

7.03 Quality and Oversight.

(a) Provider acknowledges that KFHP is required by Law and accreditation to monitor and oversee the Services. KFHP will perform ongoing monitoring and oversight, which may include audits, evaluations and/or corrective actions. Provider shall participate in all business meetings and committees deemed necessary by KFHP to discuss quality and operational issues, including, without limitation, access to Services, Service capacity, minimum Member projections, patient satisfaction, utilization and payment issues.

(b) Provider shall respond to all KFHP requests for information and documentation related to the Services provided under this Agreement to permit ongoing monitoring of the Services.

(c) Provider shall meet quality management and quality improvement Policies and Procedures established by KFHP that KFHP has identified or provided to Provider. If required by DHCS or Law, Provider shall maintain a quality improvement program that, at all times during the term of this Agreement, meets all state and federal licensing, accreditation and certification requirements applicable to Provider.

(d) Provider shall investigate and respond promptly to issues regarding quality of care, accessibility and other Complaints related to Services. Provider shall use best efforts to remedy promptly any unsatisfactory condition related to the care of Members by a Provider or a Provider, as determined by KFHP or any Official.

(e) In addition to any right that KFHP has to terminate this Agreement as provided in Section 10.02 (Termination), below, KFHP reserves the right to suspend and/or revoke the provision of Services by Provider if KFHP or any governmental authority (including CMS or DHCS) determines that the Services have not been carried out in a satisfactory manner. In the event of such suspension or revocation KFHP shall provide written notice to Provider of the effective date of such suspension or revocation.

(f) As an alternative to termination, suspension or revocation, if at any time KFHP determines that Provider or any Subcontractor is not in compliance with all applicable Program Requirements or that Services have not been carried out in a satisfactory manner, then KFHP may, at its sole discretion, implement a quarterly monitoring process until Provider, or any Subcontractor, as applicable, demonstrates improvement over three (3) consecutive quarters, or place Provider under a Corrective Action Plan (CAP) until such time as Provider or such Subcontractor, as applicable, complies with the terms of this Agreement. Any such CAP shall detail the deficiencies; list specific steps, tasks and activities to bring Provider into compliance; and a timeline for completion of corrective action to achieve compliance with performance requirements. Provider understands and agrees that KFHP may be required to provide a copy of the CAP, if requested, to governmental agencies or accreditation organizations to which KFHP is subject. In addition to fulfillment of the terms of any CAP, Provider agrees to cooperate with KFHP in resolving any quality of care issues identified through the credentialing or vetting process. If Provider fails to comply with the CAP or the terms of this Agreement, KFHP may terminate this Agreement consistent with Section 10.02 below.

7.04 Medicaid Compliance. Provider represents and warrants that, together with any Subcontractors, it is currently, and for the term of the Agreement shall remain, where applicable (i) if applicable, enrolled in and certified by the Medicare and/or Medi-Cal Programs; (ii) not identified on the CMS Preclusion List; (iii) in compliance with all applicable Laws and CMS instructions necessary for participation in the Medicaid programs; and (iv) in compliance with the terms set forth in Exhibit C, attached hereto and incorporated herein. Provider shall comply with the applicable Laws, Policies and Procedures regarding identifying, referring and treatment of special Medi-Cal Member populations. Any provision required to be in this Agreement by the Laws governing the Medi-Cal/Medicaid program shall bind the Parties, whether or not provided in this Agreement.

7.05 Reasonable Possibility of Fraud. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. While under investigation upon a credible allegation of fraud, KFHP may suspend payments under this Agreement, suspend or exclude the participation of a practitioner or Facility under this Agreement or terminate this Agreement. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct KFHP to terminate this Agreement due to fraud.

7.06 Debarment and Suspension. Provider agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 CFR § 3017, 45 CFR § 76, 40 CFR § 32, 34 CFR § 85. Provider represents and warrants that, to the best of its knowledge, for itself and its subcontractors, it (i) is not currently, and for the term of the Agreement shall not be, sanctioned under or debarred, proposed for debarment, declared ineligible, suspended, precluded or excluded from, or opted out of, any federal program, including Medicare or Medicaid, or identified in a federal list of precluded or excluded entities or individuals, including lists maintained by CMS, the General Services Administration, Office of Inspector General, Department of Health and Human Services, or Office of Foreign Assets Control; (ii) has not within

a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated herein; (iii) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and (iv) shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (*i.e.*, 48 CFR § 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State of California.

7.07 Nondiscrimination. Provider shall provide Services to Members without discrimination on the basis of race, ethnicity, color, gender, sex, creed, religion, national origin, age, physical or mental disability, genetic information, veteran's status, marital status, sexual orientation, gender identity, gender expression (including gender related appearance and behavior), income, source of payment, health status (including medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, and conditions arising out of acts of domestic violence), status as a Member or as a participant in a publicly financed program, whether a Member has filed a Complaint, whether a Member has executed an advance directive, or other status protected by applicable Laws. Provider shall make Services available to all classes of Members, in the same manner, in accordance with the same standards, and with the same availability, as to Provider's other clients. Provider shall not refuse to provide Services to Members participating in a publicly financed health care program.

ARTICLE VIII SUBCONTRACTS

8.01 Subcontracts. Provider may not subcontract for the performance of any of the Services specified in Exhibit A without the prior written consent of KFHP. Provider shall obligate its Subcontractors to comply with a subcontract that is substantially the same as this Agreement such that all relevant provisions set forth in this Agreement that would apply to Provider if Provider were providing the Services directly, including, without limitation, the requirements in Sections 6.02 and 6.03 above, the Policies and Procedures, the terms in the Community Supports Provider Standard Terms and Conditions, as applicable. Provider shall maintain and make available to DHCS, upon request, copies of all Provider's Subcontracts and ensure that all such Subcontracts are in writing.

8.02 Subcontractor Oversight. If KFHP consents to any subcontract:

(a) KFHP shall maintain and be responsible for oversight of compliance with all Contract provisions and Services, regardless of the number of layers of subcontracting.

(b) KFHP will evaluate the prospective Subcontractor's ability to perform services.

ARTICLE IX NOTICE

9.01 Provider's Responsibility to Notify KFHP. Provider shall provide notice to KFHP in accordance with Section 9.02 (Procedure for Giving Notice) under all applicable circumstances, including:

(a) Notice of Complaints. Provider shall promptly notify KFHP of receipt of any Complaints from or on behalf of Members within one business day, and will notify KFHP of the following that have not been, in the reasonable judgment of Provider, resolved within two (2) business days: (i) Complaints to Provider regarding discrimination against

Members, including discrimination prohibited under this Agreement; (ii) contact by an attorney regarding any Complaint; (iii) any Complaints of an alleged violation of HIPAA made to Provider by Members; and (iv) any Complaints which, by Law or the Medi-Cal Contracts must be addressed by KFHP.

(b) Notice of Changes in Subcontract. Provider shall notify KFHP within thirty (30) calendar days after Provider and any Subcontractor make a material change to their subcontract that may impact Community Supports Services provided to Members.

(c) Notice of Changes in Provider Status. Provider has an affirmative obligation to be aware of and shall notify KFHP in writing, within five (5) business days of Provider's knowledge of the pending occurrence of any of the following events and promptly after the occurrence of any of the following events: (i) any incident that may affect any license, certification, or accreditation held by Provider or any Facility or that may materially affect performance of its/their obligations under this Agreement, or that may be reasonably be interpreted as negatively affecting KFHP's reputation or operations; (ii) any change in Provider's operations (including termination, suspension or interruption of any Services) that will materially affect the manner in which it provides Services to Members or that will result in cessation or suspension of any Services; (iii) any unusual occurrence that affects any Member receiving Services (including a Member's death or serious physical or psychological injury or risk thereof), or that is required to be reported to any governmental or regulatory body or to an accreditation organization; (iv) any change in legal status, tax identification number, Medicare or Medicaid number; (vi) any material change in ownership, control, name, or location; and (vii) any other event or circumstance that materially impairs Provider's ability to provide Services to Members as required by this Agreement, including Provider's inability to provide Services at a Facility at which KFHP expects Provider to provide Services.

(d) Notice of Pending Actions. Provider shall promptly provide written notification to KFHP (i) of the initiation of any legal action, accreditation organization action, or, regulatory or governmental action that has more than a minimal likelihood of materially affecting Provider's ability to perform its obligations under this Agreement; (ii) of an investigation regarding sanction under or debarment, exclusion or suspension from any federal program, including Medicare or Medicaid; (iii) any inquiry or formal action, proceeding, or investigation is initiated against Provider or any Facility by an accreditation organization; (iv) Provider or any Facility is the subject of any legal or governmental action concerning qualifications or ability to perform Services; (v) any professional liability claim filed or asserted regarding Services provided to Members by or on behalf of Provider; and (vi) the initiation of any legal action related to Services filed by a Member against Provider or a Facility.

(e) Notice of Changes in Insurance. Provider shall provide KFHP at least thirty (30) days' prior written notice before Provider's insurance coverage is cancelled, terminated, not renewed, modified or expired. Provider shall or shall require that its insurance carrier notify KFHP at the time of any material change in insurance carrier, limits or deductibles to the extent that such change may impact Provider's compliance with the terms of the Agreement.

(f) Notice of Condition for Termination, Suspension or Exclusion. Provider has an affirmative obligation to be aware of and shall notify KFHP in writing, within five (5) business days of Provider's knowledge of the pending occurrence of, and promptly after

the occurrence of any condition evoking cause for termination of the Agreement in subsections (b), (c) or (e) of Section 10.02 (Termination), or for suspension or exclusion of participation of a Subcontractor or Facility in Section 10.03(b) (Suspension or Exclusion Without Notice Period).

9.02 Procedure for Giving Notice. Unless otherwise stated elsewhere in this Agreement, all notices required or permitted under this Agreement shall be in writing, personally delivered or sent by confirmed fax, sent by USPS or a commercial service with confirmed delivery, or certified mail (return receipt requested), and shall be deemed given upon the date of the actual receipt. Notices shall be addressed as follows (or to such other address as may be furnished in accordance herewith):

If to KFHP:
Regional Counsel for KFHP on behalf of its Southern California Region:
393 E. Walnut Street
Pasadena, CA 91188

If to Provider: County of Orange, Health Care Agency
Attn: Procurement & Contract Services
405 W. 5th St. Ste #600
Santa Ana, CA 92701

ARTICLE X TERM AND TERMINATION

10.01 Term. The Term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with this Article X, shall continue until December 31, 2028 (the "Initial Term"). The Initial Term, and any Renewal Terms, shall be referred to collectively as the "Term."

10.02 Termination. This Agreement may be terminated prior to the expiration of the Term as follows:

(a) By a Party, for any reason or no reason, upon ninety (90) days' prior written notice to the other Party, provided that such termination is effective after the expiration of the Initial Term;

(b) By a Party, upon written notice to the other Party, if a Party has materially breached its obligations under this Agreement and that breach either cannot be cured, or if it can be cured, the breaching Party has failed to cure that breach within thirty (30) days after having received written notice from the non-breaching Party, which notice shall fully describe the alleged breach that must be cured;

(c) By a Party, upon written notice to the other Party, if the Party terminating this Agreement is required to do so by competent regulatory authority (including DHCS) or must do so to remain in compliance with applicable Law;

(d) By KFHP, upon written notice to Provider, if KFHP ceases offering the Community Supports identified in section 2.01; or

(e) By written mutual agreement of the Parties.

(f) Notwithstanding subsection (b) above, in certain circumstances, KFHP may cancel, terminate, or suspend this Agreement, in whole or in part, immediately, and Provider may be declared ineligible for further federal and state contracts, with written

notice. KFHP may so cancel, terminate, or suspend immediately if: (i) any Official revokes, suspends, restricts or fails to renew any license, certificate, permit, credential, privilege, accreditation or certification required for the provision of Services under this Agreement (each an "Essential Permit" and collectively, "Essential Permits") for Provider, its Staff and Facilities; (ii) Provider, or any of its Staff or Subcontractors is sanctioned under or is debarred, suspended, precluded or excluded from or opts out of any federal program (including Medicare or Medicaid) or is identified in a federal list of excluded entities or excluded individuals, including lists or maintained by the General Services Administration, Office of Inspector General, Department of Health and Human Services, or Office of Foreign Assets Control; or (iii) Provider demonstrates conduct (through act or omission) that threatens the health, safety or privacy of a Member, as determined by KFHP in good faith; or (iv) Provider files a petition in or for bankruptcy, reorganization or an arrangement with creditors, makes a general assignment for the benefit of creditors; is adjudged bankrupt, unable to pay debts as they come due; has a trustee, receiver or other custodian appointed on its behalf; or has a case or proceeding commenced against it under any bankruptcy or insolvency Law; (v) Provider undergoes dissolution, merger or consolidation, the sale of all or substantially all of its assets or a direct or indirect change of control, ownership or legal structure; or (vi) Provider does not comply with the requirements of the provisions of this Agreement or with any federal rules, regulations, or orders which are referenced herein.

10.03 Suspension or Exclusion of Participation.

(a) Suspension or Exclusion With Notice Period. In accordance with applicable Law, KFHP may, at any time and for any reason or no reason, suspend or exclude the participation of any of Provider's Staff, Facilities or Subcontractors providing Services under this Agreement (without terminating the Agreement) by giving at least ninety (90) day prior written notice to Provider, unless patient care or safety requires less or no notice.

(b) Suspension or Exclusion Without Notice Period. In accordance with applicable Law, KFHP may immediately suspend or exclude the participation of any of Provider's Staff, Facilities or Subcontractors providing Services under this Agreement (without terminating the Agreement), as specified in a written notice, if: (i) any Official revokes, suspends, restricts or fails to renew any Essential Permit; (ii) any of Provider's Staff, Facilities or Subcontractors demonstrates conduct (through act or omission) likely to result in revocation, suspension, restriction or nonrenewal of an Essential Permit, as determined by KFHP in good faith, including misrepresentation or falsification of information submitted in support of an Essential Permit; (iii) any of Provider's Staff, Subcontractors or Facilities is sanctioned under or debarred, precluded, suspended, or excluded from or opts out of any federal program (including Medicare or Medicaid) or identified in a federal list of excluded entities or individuals, including lists maintained by the General Services Administration, Office of Inspector General, Department of Health and Human Services, or Office of Foreign Assets Control or is identified on Medi-Cal's Suspended and Ineligible Provider List; (iv) criminal charges are filed against any of Provider's Staff or Subcontractors for any act involving professional misconduct or moral turpitude; (v) Provider, its Staff, Facilities or Subcontractors fails to comply with or rectify noncompliance with any material provision of this Agreement within a time period acceptable to KFHP; (vi) any Staff, Facility or Subcontractor fails to adequately provide or becomes incapable of adequately providing Services; or (vii) Provider, its Staff, Facilities or Subcontractors demonstrates conduct (through act or omission) that threatens the health, safety or privacy of a Member, as determined by KFHP in good faith.

10.04 Survival. Articles VI, VII, VIII, IX, X, XI, and XII as well as any other provisions of this Agreement that, by their terms are intended to survive, shall survive the expiration or termination (regardless of the cause giving rise to termination) of this Agreement and shall continue to be binding on the Parties and their respective heirs, successors or permitted assigns.

ARTICLE XI DISPUTE RESOLUTION

11.01 Dispute Resolution. If a disagreement or dispute between the Parties arises out of or in relation to this Agreement (the "Dispute") that cannot be resolved informally by the Parties, then each Party (each, a "Disputing Party" and, collectively, the "Disputing Parties") agrees to comply with the procedures set forth in this Article XI (collectively, the "Dispute Resolution Procedures"). Except as provided in Section 11.03 herein, the Dispute Resolution Procedures shall be invoked by a Party, before such Party pursues any other available remedy, by such Party giving written notice to the other Party of the Dispute. Following receipt of such notice, the Disputing Parties shall, for a period of thirty (30) days after notice of the Dispute (or such other period mutually agreed by the Disputing Parties), attempt in good faith to negotiate a resolution of the Dispute (the "Initial Negotiation"). Unless earlier settled or otherwise agreed by the Disputing Parties, the Initial Negotiation will include no less than two in-person meetings between the authorized representatives of the Disputing Parties, who shall have authority to settle the matter.

11.02 Binding Arbitration.

(a) Arbitration Demand. If the Parties cannot reach agreement pursuant to Section 11.01 above, then the Parties agree that the Dispute shall be submitted to binding arbitration in **Orange County,** California. Notice of the Party's demand to arbitrate the Dispute shall be given as set forth in Section 9.02 (Procedure for Giving Notice) and must be received by the other parties to the dispute within 365 calendar days after the notice of dispute was sent pursuant to section 11.01. The arbitration shall be conducted in **Orange County,** California. The construction, validity and performance of all arbitrations conducted pursuant to this Agreement shall be governed by the Law of the State of California, including California Code of Civil Procedure Section 1280 et seq., and specifically Section 1283.05, and Section 2 of the Federal Arbitration Act. The Parties shall have the right to conduct discovery in accordance with California Code of Civil Procedure Section 1283.05.

(b) Administration of Arbitration. A Party may initiate confidential arbitration by providing a written arbitration demand as specified in Section 11.02(a) above. Upon tender of the demand, the Parties shall use their best efforts to agree on an Alternative Dispute Resolution ("ADR") organization. If the Parties to the Dispute cannot agree on an ADR organization to administer the confidential arbitration within thirty (30) Calendar Days from the date on which the demand was tendered, the Dispute shall be administered by JAMS in accordance with the JAMS rules applicable to commercial arbitrations (the "JAMS Comprehensive Arbitration Rules and Procedures" or its successor, referred to as "JAMS Rules"), except that this Agreement shall control in instances where it conflicts with the JAMS Rules. The Parties prefer that the arbitrator ("Arbitrator") be a retired judge of the California Superior, Appellate or Supreme Court or of a United States court sitting in California. If the Parties are unable to agree on the Arbitrator, the Arbitrator shall be selected pursuant to the rules of the ADR organization to which they have mutually agreed or, if there is no such agreement, the JAMS Comprehensive Arbitration Rule 15; provided, however, that nothing stated in this section 11.02 (Binding Arbitration) shall prevent a Party from disqualifying an Arbitrator based on a conflict of interest. The Parties shall be responsible for their own attorney's fees and costs incurred in preparing for and attending the arbitration. The Parties shall share equally the fees of the Arbitrator. The Parties agree

that any and all proper Parties may be joined in the arbitration, but the Parties agree to proceed with arbitration of all Disputes between them even if other Parties refuse to participate. The Parties agree that in no event shall a Member be considered a proper party for purposes of this Agreement, and the Arbitrator shall not have the power to join a Member as a party.

(c) Arbitrator's Decision. The Arbitrator shall issue a written reasoned decision setting forth the Parties' contentions, findings of fact and conclusions of law applying California and applicable federal Law (the "Decision") within thirty (30) Calendar Days of the conclusion of the arbitration of each Dispute. The Arbitrator's final Decision shall be conclusive and binding, and it may be confirmed thereafter as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California Code of Civil Procedure Section 1281 et seq. By agreeing to binding arbitration as set forth in Section 11.02 (Binding Arbitration), the Parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a Dispute between them were determined by litigation in a court, including the right to a jury trial, attorneys' fees and certain rights of appeal.

11.03 Injunctive Relief Available. Notwithstanding anything to the contrary provided in this Article XI, and without prejudice to the above procedures, either Party may at any time, in connection with any Dispute, apply to a court of competent jurisdiction for temporary injunctive or other provisional judicial relief if in such Party's sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the Dispute is otherwise resolved in accordance with this Article XI.

11.04 Disputes Between a Member and Provider. Provider shall cooperate with KFHP in identifying, processing and resolving all Complaints. Provider shall comply with the resolution of any such Complaints by KFHP. All decisions regarding covered benefits for Members are reserved to KFHP, and Provider shall refer Members who have inquiries or disputes regarding covered benefits to KFHP for response and resolution. In addition, upon request by a Member expressing a desire to file a Complaint, Provider shall promptly provide the Member with KFHP's grievance form and a description of the grievance procedures.

ARTICLE XII INSURANCE AND INDEMNIFICATION

12.01 Provider Insurance. Provider shall maintain or cause to be maintained insurance coverage and comply with the terms set forth in Exhibit C attached hereto.

12.02 Provider Indemnification. Provider shall indemnify, defend with counsel approved by KFHP (in consultation with KFHP in-house counsel) and hold harmless KFHP, Kaiser Foundation Hospitals, the regional Permanente Medical Group and all other persons or organizations cooperating in the conduct of the Kaiser Permanente medical care program, and each of their respective officers, directors, partners, shareholders, agents and employees to the extent allowed by Law, from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by Provider, its officers, partners, employees, Subcontractors or agents.

12.03 KFHP Indemnification. KFHP shall indemnify, defend with counsel approved by Provider, and hold harmless Provider, its officers, directors, partners, shareholders, agents and employees to the extent allowed by Law, from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is

commenced), judgments or obligations, actions or causes of action whatsoever, to the extent arising from or in connection with any acts, failures to act or the performance of or failure to perform obligations hereunder by KFHP, its officers, partners, employees, or agents.

12.04 Cooperation of the Parties. The Parties shall cooperate with each other in the investigation and disposition of any claims arising out of or relating to this Agreement, provided that nothing shall require either Party to cooperate to its own legal detriment, disclose any documents, records or communications that are protected from disclosure under the peer review privilege, the attorney-client privilege, the attorney work-product doctrine or other rules governing such privileged materials.

ARTICLE XIII MISCELLANEOUS

13.01 Non-Exclusivity. Unless otherwise specified in Exhibit A, this is not an exclusive Agreement; Provider and KFHP may enter into similar agreements with other parties; and KFHP reserves the right to arrange for any Services for Members from any other provider.

13.02 No Volume Guarantee. KFHP does not represent, warrant or covenant any minimum volume of Members that will be referred to Provider under this Agreement.

13.03 Assignment and Delegation. Except as otherwise provided in this Agreement, Provider will not assign this Agreement, or any rights hereunder, or subcontract or delegate any of its duties and obligations under this Agreement without the prior written consent of KFHP. Any material change of ownership or control of Provider or Provider's assets will be deemed an assignment. In any event, all obligations of Provider under this Agreement will be enforceable against any permitted successors and assigns. In the event of a sale, lease or other transfer of Provider's ownership or control, Provider shall, unless KFHP objects, ensure that the buyer, lessee or transferee agrees to enter into a services agreement with KFHP pursuant to which such buyer, lessee or transferee will provide Services to Members under the same terms and conditions and for the same rates as KFH is obligated to pay to Provider for such Services hereunder. No transfer of the duties or obligations under this Agreement, nor the change of ownership or transfer of assets shall be deemed to modify, reduce, or limit Provider's duty to either obligate any successor or assignee to provide all Services at the designated Facilities pursuant to the terms and conditions of this Agreement, or to continue performing the full duties and obligations of this Agreement. Further, any succession or assignment without KFHP's express written consent will not relieve or otherwise affect the liability of the predecessor or assignor, who will remain jointly and severally liable with the successor or assignee. Provider understands and agrees that KFHP may assign this Agreement and its duties under this Agreement and delegate its rights under this Agreement to any Kaiser Permanente entity or affiliate.

13.04 Statutory and Other References. Any reference to a statute, regulation, executive order, government agency or regulatory body, accreditation standard, or accreditation organization refers to the statute, regulation, executive order, government agency or regulatory body, accreditation standard, or accreditation organization as amended from time to time, and to any successor statute, regulation, executive order, government agency or regulatory body, accreditation standard, or accreditation organization.

13.05 Independent Contractor. Each of KFHP and Provider enters into this Agreement, and shall remain throughout the Term of this Agreement, as an independent contractor of the other. Nothing in this Agreement is intended to create nor shall it be construed to create between KFHP and Provider a relationship of principal, agent, employee, partnership, joint venture or association. Neither KFHP nor Provider has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other. No individual through whom any Party performs any obligation under this Agreement shall be entitled to or shall receive from the other Party any compensation for employment, employee welfare and pension benefits, fringe benefits, or workers' compensation, life or disability insurance or any other benefits of employment, in connection with such performance. Provider

represents and warrants on behalf of itself and its Facilities and Staff that each is solely obligated for the timely payment of wages, proper classification of its workers, workers' compensation insurance, employee benefits, any payroll-related taxes and any other employment-related liability for its workers.

13.06 Expenses. Except as otherwise expressly set forth in this Agreement, each Party shall take all actions and pay all of its own expenses necessary to fully perform all of its obligations under this Agreement.

13.07 Amendment.

(a) Amendment by Mutual Consent. Except as otherwise set forth in this Agreement, amendments to this Agreement may be adopted by mutual consent in a written amendment signed by the Parties.

(b) Change in Legal or Regulatory Requirements. Notwithstanding any other provision of this Agreement, if KFHP reasonably determines that a modification of this Agreement (or the Policies and Procedures) is necessary to cause it to conform with Law, or the requirements imposed upon KFHP by an accrediting or regulatory agency, or in order for KFHP to participate in health plans/programs sponsored, funded or administered by a government entity (a "Legally Required Modification"), then KFHP shall give Provider written notice of the proposed Legally Required Modification and the date on which it is to go into effect, which shall not be less than forty-five (45) Business Days following the date of the notice, unless a different period is required by Law or Officials, and the Legally Required Modification shall be effective on that date specified in the notice. If a material modification that is not a Legally Required Modification (a "Non-Legally Required Modification") is proposed to the Policies and Procedures, KFHP shall give Provider forty-five (45) Business Days' notice of the modification and, if the Parties do not mutually agree upon the modification, Provider may terminate this Agreement in accordance with Section 10.02(a).

13.08 Binding on Assigns; No Assignability. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns; provided that, except as expressly provided herein, no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party hereto. Except as expressly set forth herein, neither this Agreement nor any provision hereof shall be construed so as to confer any right or benefit upon any person other than the Parties to this Agreement and their respective successors and permitted assigns.

13.09 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to the principles of California law with respect to conflicts of law, as well as the applicable contractual requirements imposed on KFHP by the Medi-Cal program. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts with venue in **Orange County,** California in any action, suit or proceeding arising under this Agreement (including, without limitation, actions, suits and proceedings in connection with the enforcement of any judgment) to the extent such action, suit or proceeding in court is permitted by Article XI. The Parties waive any objection based on forum non conveniens, jurisdiction or venue to the bringing of any action, suit or proceeding in accordance with this section.

13.10 Legally Required Provisions. Any provision required to be in this Agreement by any Law, including, without limitation, the Knox-Keene Act, or the Medi-Cal Contract(s) shall be deemed to be included in this Agreement as if fully set forth herein and shall bind the Parties, whether or not explicitly provided in this Agreement.

13.11 Public Statements or Releases. Unless otherwise required by law or regulation or court or administrative order, the Parties each agree that no Party will make, issue or release any public announcement, statement or acknowledgment of the existence of, or reveal the details or status of this Agreement and/or negotiations leading to this Agreement without first obtaining the consent of the other Party, which consent may be withheld in the sole discretion of a Party.

13.12 Use of Name. Each Party reserves to itself the right to, and the control of the use of, its names, symbols, trademarks and service marks, presently existing or hereafter established, and no Party shall use another Party's names, symbols, trademarks or service marks in any advertising or promotional materials or communication of any type or otherwise without the latter Party's prior written consent. Notwithstanding the foregoing, Provider consents to KFHP's use of its name, address and telephone number in lists of practitioners and facilities and other marketing materials that KFHP may publish from time to time during the term of this Agreement.

13.13 Construction of Agreement. This Agreement shall not be construed more strictly against one Party than against the other Party merely because it may have been prepared by counsel for one of the Parties, it being recognized that each Party has contributed substantially and materially to the preparation of this Agreement. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice. Where the context so indicates, a word in the singular form shall include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., including but not limited to and for example), when used as part of a phrase, including one or more specific items, are not words of limitation and are not to be construed as being limited to only the listed items.

13.14 Headings. The headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provisions hereof.

13.15 Enforceability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

13.16 Severability. If any provision is determined invalid, void or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect.

13.17 Waiver. A failure of any Party to exercise any provision of this Agreement shall not be deemed a waiver. Any waiver of any provision of this Agreement shall be in writing and signed by the Party against whom the waiver is sought to be enforced. Any such waiver shall not operate or be construed as a waiver of any other provision of this Agreement or a future waiver of the same provision.

13.18 Remedies Cumulative. The rights and remedies provided for in this Agreement shall not be exclusive and are in addition to any other rights and remedies that exist in law or equity, all of which are hereby expressly reserved by each Party.

13.19 Entire Agreement. Except with respect to Delegated Activities that are described in a separate writing, this Agreement, including any Exhibits and subexhibits hereto (each of which is expressly incorporated by reference), and all applicable Policies and Procedures, constitutes the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein, and there are no restrictions, promises, representations, warranties, covenants, or undertakings with respect to the subject matter hereof or thereof, other than those expressly set forth or referred to herein. This Agreement

supersedes all prior agreements, letters of intent, memoranda, and understandings between the Parties hereto with respect to the subject matter hereof.

13.20 Order of Precedence. In the event of any inconsistency or conflict between any of the writings described in section 13.19, the descending order of precedence shall be: (1) all exhibits and subexhibits to this Agreement; (2) this Agreement, exclusive of exhibits and subexhibits, and (3) applicable Policies and Procedures.

13.21 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature duly affixed to this Agreement and delivered by facsimile transmission or in PDF format shall be deemed to have the same legal effect as the actual signature of the person signing this Agreement. Any Party receiving delivery of a facsimile or PDF copy of the signed Agreement may rely on such as having actually been signed.

(signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Community Supports Services Agreement to be executed by their respective duly authorized representatives.

KAISER FOUNDATION HEALTH PLAN, INC., for its Southern California Region

By: _____

Name: Celia Williams

Title: Executive Director, Medicaid Care Delivery and Operations

Date: _____

COUNTY OF ORANGE, HEALTH CARE AGENCY

By: _____

Name: Dr. Veronica Kelley

Title: Agency Director

Date: _____

TIN: 95-60000928

Approved As To Form
HCA Counsel
County of Orange, California

Signed by:
Brittany Mclean
71CFE638662E411...

By: _____
Deputy

Date: April 30, 2026

EXHIBIT A

ADDITIONAL TERMS FOR COMMUNITY SUPPORTS SERVICES

The following additional terms apply to Provider's provision of Community Supports Services identified as being provided by Provider in Section 2.01 of the Agreement ("Services").

1. **Definitions**. The following terms supplement Article 1 (Definitions) of the Agreement.

   1.1. "**Lead Care Manager**" means a Member's designated care manager by KFHP.

   1.2. "**Policy Guide**" means the Medi-Cal Community Supports Policy Guide Volume 1 and Volume 2 issued by the California Department of Health Care Services (DHCS) in April 2025, as may be amended by DHCS from time to time. The Parties agree that current Policy Guide and any amendments thereto shall be incorporated as if fully stated herein.

   1.3. **"KP Community Supports Procedure Manual"** shall constitute a Policy and Procedure created by KFHP and includes, but is not limited to, a statement of work and workflows. KFHP may update and implement changes to the KP Community Supports Procedure Manual in accordance with Section 13.07(b) of the Agreement.

   1.4. The following terms shall have the meaning as described in the Policy Guide: Housing First, Harm Reduction, Progressive Engagement, Motivational Interviewing, and Trauma-Informed Care.

   1.5. For purposes of this Exhibit A, "Law" includes any public health order or other order by the California Department of Public Health.

2. **Authorized Provider**. Provider agrees that it meets the conditions for being a permissible provider type for each of the Services, as such conditions are defined in the Policy Guide.

3. **Services to be Provided**. Provider agrees to provide the full scope of services described in the Policy Guide to individuals identified in the Policy Guide, and the KP Community Supports Procedure Manual, as eligible for the Services. The applicable restrictions/limitations in the Policy Guide shall apply to the scope of Provider's Services performed under this Agreement.

4. **Additional Responsibilities**. The following terms clarify the responsibilities described in the Agreement and the Policy Guide and relating to the Provider's Services performed under the Agreement.

   4.1. Provider shall provide the Services utilizing best practices for Members who are experiencing homelessness and/or who have complex health, disability, and/or behavioral health conditions, including Housing First, Harm Reduction, Progressive Engagement, Motivational Interviewing, and Trauma-Informed Care.

   4.2. Provider will comply with any operational policies, workflows, or other Policies and Procedures regarding the provision of any Services.

   4.3. **Transitional Rent**.

      4.3.1. All expenditures related to transitional rent must be pre-approved by KFHP.

5. **Compliance**. The following terms supplement Article VII (Quality and Compliance Oversight) of the Agreement.

5.1. **General.** Provider represents and warrants that it is currently and for the term of this Agreement shall remain (a) appropriately licensed and otherwise permitted to provide the Services, without additional oversight by any officials with jurisdiction (or other parties at the direction of any such officials); (b) in compliance with all applicable Law, professional codes of ethics or standards of practice; and (c) in compliance with all operational protocols (including, without limitation, specific Laws and guidance related to infection prevention and controls, and vaccination) for communicable diseases and infections, as required by Law.

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EXHIBIT B

BILLING AND COMPENSATION

In accordance with the provisions of Article V (Billing and Payment) and this Exhibit B, Provider shall be paid for Services rendered to Members. This Exhibit B sets forth additional terms related to billing instructions and compensation rates/ payment terms for Services provided under this Agreement.

I. RATE SCHEDULE AND BILLABLE CODES/MODIFIERS

1. **Rates for Services.** KFHP shall pay Provider for Services provided to Members at the lesser of billed charges or the applicable rate set forth in the table below.

HCPCS Code	Modifier(1)	Service	Type of Service	Payable Billing Units	Rate
H0044	U6	Transitional Rent	Supported Housing; per month	Actual amount	Actual cost, up to the DHCS allowable amount for the unit size occupied (1)
H0043	U2	Transitional Rent	Supported Housing; per diem	Actual amount	Actual cost, up to reimbursable ceiling (1)

(1) KFHP will retain 10% and pass through 90% of the standard administrative fee provided by DHCS for KFHP's Southern California Region, as such fee may be adjusted by DHCS. The administrative fee will apply to the first month a Member receives Transitional Rent in a permanent setting, regardless of whether they previously received Transitional Rent in an interim setting. This higher administrative fee may only be claimed once per Member. The pass-through administrative fee amounts as of the Effective Date are shown in the table below.

Region G		
Counties	**Orange, San Diego**	
Administrative Fee Paid to Transitional Rent Provider	Standard administrative fee, per month	$219.20
	Administrative fee for the first month that a Member is	$1,574.56

	placed in a permanent setting	

2. **Periodic Updates.** The table above sets forth the Healthcare Common Procedure Coding System (HCPCS) codes and modifiers established by DHCS for Community Supports Services, as well as the billing units for Services. The Parties acknowledge that any codes and ranges of codes set forth in this Exhibit B are subject to change or additions, as updates are made by DHCS. Successor or replacement codes shall be substituted for any codes and ranges of codes set forth herein, so long as the Services described by the replacement codes remain substantially similar to those of the superseded codes. Provider will bill consistent with all applicable regulations, DHCS guidance and industry standards.

II. PAYMENT OF COMPENSATION.

1. **General Provisions.** For each type of Community Support Services, Provider is eligible for payment for Services provided to a Member in a given calendar month provided (i) the Member had active Medi-Cal coverage for at least some portion of the month in which Services were provided ("Threshold Coverage"), and (ii) Provider rendered a minimum of one service unit of an Authorized Service, billed with the applicable code(s)/modifiers set forth in the table above (a "Threshold Service"). Provider is ineligible to receive payment if Provider has not provided the Threshold Service to a Member in a given month, even if the Member has an active Authorization for Services.

Notwithstanding anything herein, payment may be denied, reduced and/or adjusted by KFHP as permitted under the Agreement, including, without limitation, in the event Provider fails to submit Clean Claims in accordance with Article V, the Policies and Procedures and this Exhibit B.

III. BILLING PROCEDURES

1. Claims for Services provided to Members shall be submitted to KFHP as Clean Claims, and within the time frames specified in Article V of the Agreement. Each Clean Claim must include all codes for Transitional Rent Services provided to a single Member in the calendar month on a single Claim form or invoice.

2. Clean Claims shall include the following information, as applicable:

   a. Correct Form: All professional claims should be submitted using preprinted red OCR CMS-1500 or the EDI 837P file, and all facility claims should be submitted using preprinted red OCR UB-04 or EDI 837I file based on CMS guidelines. Alternately, Provider may submit an invoice with a minimum set of data elements specified by KFHP's Policies and Procedures. Upon request by KFHP, Provider shall include visit notes in sufficient detail to support the charges and any other information requested by KFHP.

   b. Standard Coding: All fields should be completed using industry standard coding, including the use of ICD-10 code sets.

   c. Applicable Attachments: Attachments should be included in the submission when circumstances require additional information.

d. Completed Field Elements for CMS-1500 or UB-04: All applicable data elements of billing forms, including correct loops and segments on electronic submissions, should be completed. In addition, depending on the claim, additional information may be necessary if requested by KFHP.

e. A claim is not considered to be clean or payable if one or more of the following exists:
   i) The format used in the completion or submission of the claim is missing required fields or codes are not active
   ii) The eligibility of a Member cannot be verified
   iii) The service from and to dates are missing
   iv) The rendering Provider information is missing, and/or the applicable NPI is missing
   v) The billing Provider is missing, and/or the applicable NPI is missing
   vi) The diagnosis is missing or invalid
   vii) The place of service is missing or invalid, and/or the applicable NPI is missing
   viii) The procedures/services are missing or invalid
   ix) The amount billed is missing or invalid
   x) The number of units/quantity is missing or invalid
   xi) The type of bill, when applicable, is missing or invalid
   xii) The responsibility of another payor for all or part of the claim is not included or sent with the claim
   xiii) Other coverage has not been verified
   xiv) Additional information is required for processing such as coordination of benefit information or medical notes (these will be requested upon denial or pending of claim)
   xv) The claim was submitted fraudulently

NOTE: Failure to include all information may result in a delay in claim processing and/or denial of payment and may be returned for any missing information. A claim missing any of the required information will not be considered a Clean Claim.

For further information and instruction on completing claims forms, Provider should refer to the CMS website (www.cms.hhs.gov), where manuals for completing both the CMS-1500 and UB-04 can be found in the "Regulations and Guidance/Manuals" section.

3. Clean Claims as 837P/I submissions shall be submitted through a recognized clearinghouse to KFHP. Paper Clean Claims containing the required data elements for Services provided to Members to shall be mailed to:

Kaiser Foundation Health Plan, Inc.
Kaiser Permanente Claims Administration
P.O. Box 7004
Downey, CA 90242-7004

Clean Claims submitted as invoices meeting the minimum data set requirements consistent with Section III.2.a above and the Policies and Procedures, and not submitted using a standard CMS billing form, shall be submitted by Provider to KFHP as set forth in the Policies and Procedures, or as otherwise directed by KFHP. Provider shall email a copy of each invoice to KP-NLE@kp.org .

4. On a monthly basis, Provider shall submit an invoice to KFHP at the address specified above for reimbursement of Services provided to Members during the previous month. The invoice shall include all details necessary for KFHP to prepare DHCS reporting, including Member-identifying information and which Services were provided to each Member during that month."

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EXHIBIT C

INSURANCE REQUIREMENTS

Provider Insurance – insurance lines checked are required.

Provider shall maintain policies of insurance, or self-insurance programs expressly approved by Health Plan, equivalent to or in excess of the amounts specified below to insure Provider and each Subcontractor or person through whom Provider provides Services to Members under this Agreement against any claims for damages arising out of, in connection with, and/or resulting from any acts, failures to act or the performance of or failure to perform obligations under this Agreement.

a) ☒ **Workers Compensation insurance** – providing workers compensation benefits, as required by the Labor Code of the jurisdiction where Services are to be provided, and for which Provider is responsible.

b) ☒ **Employers Liability insurance** – with limits not less than $1,000,000 per occurrence.

c) ☒ **Commercial General Liability insurance** – on the most current Insurance Services Office (ISO) occurrence Policy, or equivalent, providing coverage for bodily injury, property damage, personal injury, and advertising injury, including contractual liability and products/completed operations liability coverage with limits not less than:

$1,000,000 Each Occurrence
$3,000,000 General Aggregate
$3,000,000 Products/Completed Operations Aggregate

d) ☐ **Business Auto Policy (BAP) Liability insurance** – coverage shown as symbol #1, "any" auto, with a combined single limit not less than $1,000,000.

e) ☐ **Umbrella/Excess Liability insurance** – in excess of (b), (c), and (d), with limits not less than:

$5,000,000 Each Occurrence
$5,000,000 General Aggregate

f) ☐ **Sexual Misconduct Liability insurance** – with limits of not less than $1,000,000 providing coverage for sexual assault, sexual abuse, molestation, sexual exploitation, sexual misconduct, sexual injury, and illicit conduct of a sexual nature.

g) ☒ **All-Risk Property insurance** – covering real and personal property of (Provider, and use of any property, facility or location to provide Services under the Agreement, at full replacement cost in the event of damage, loss, or theft.

h) ☒ **Professional Liability insurance** – covering actual or alleged claims resulting from Services rendered under this Agreement with limits not less than $1,000,000 each claim and $3,000,000 in the aggregate.

i) ☐ **Crime insurance** – covering loss of assets resulting directly from employee dishonesty, theft, fraud with limits not less than $1,000,000.

j) ☒ **Cyber Liability insurance** – privacy liability, data breach, and media liability with limits of not less than $2,000,000 per claim and $5,000,000 in aggregate.

Other Terms and Conditions

1. Commercial insurance policies must be issued by insurance carriers with an A.M. Best rating of A-, VIII, or better, or equivalent.
2. The following parties to be added as Additional Insureds under the Commercial General Liability coverage: Kaiser Foundation Health Plan, Inc. (the "Additional Insureds").
3. The Commercial General Liability coverage must provide separation of insureds or severability of interest provisions (cross liability coverage), except with respect to policy limits.
4. The Commercial General Liability coverage shall include no third-party-over action exclusions or similar endorsements or limitations.
5. Coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not.
6. Any and all self-insured retentions (SIRs) and deductibles shall be the sole responsibility of the Provider and shall not apply to Health Plan.
7. Significant deductibles and SIRs are subject to review by Health Plan, and documentation of financial strength may be required.
8. A waiver of subrogation for property insurance in favor of Health Plan is required for property coverage.
9. A waiver of subrogation for workers compensation in favor of Health Plan is required.
10. Provider shall provide the Health Plan with at least 30 days' notice if any of the required policies are cancelled or not renewed in accordance with the notice provisions of the Agreement.
11. Provider shall furnish Health Plan with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of Services under this Agreement, and thereafter at renewal of such coverages.