

AGREEMENT FOR PROVISION OF
PRIMARY HIV MEDICAL CARE PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON
BEHALF OF

UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER (UCIMC) and UC IRVINE
HEALTH PHYSICIANS & SURGEONS

~~MARCH~~ JULY 1, 2017 ~~2020~~ THROUGH ~~FEBRUARY 29, 2020~~ JUNE 30, 2023

THIS AGREEMENT entered into this 1st day of ~~March 2017, which~~ July 2020 (effective date ~~is~~
~~enumerated for purposes of reference only,~~) is by and between the COUNTY OF ORANGE, a political
subdivision of State of California (COUNTY), and THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ~~AS DESCRIBED IN ARTICLE~~ as described in Article IX, SECTION ~~Section 9 OF THE~~
~~CALIFORNIA CONSTITUTION, ON BEHALF OF~~ of the California Constitution, on behalf of
UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER (UCIMC) and UC IRVINE HEALTH
PHYSICIANS & SURGEONS (collectively "CONTRACTOR"). COUNTY and CONTRACTOR may
sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall
be administered by the County of Orange Health Care Agency ~~(("ADMINISTRATOR")~~).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
Primary HIV Medical Care Physician Services described herein to the residents of Orange County; and

WHEREAS, ~~COUNTY has a sole source Agreement with~~ CONTRACTOR who is uniquely qualified
with board certified infectious disease specialist physicians with specific expertise in HIV, with direct
linkages to the University of California, Irvine School of Medicine (UNIVERSITY), specialized
consultative care in an academic medical center, and serves as the federally funded Pacific AIDS
Education and Training Center co-located within the University; and

WHEREAS, COUNTY and CONTRACTOR have a Mutual Indemnification provision in this
Agreement as services provided under this Agreement are done through collaboration of the Health Care
Agency staff and University of California, Irvine Health Physicians & Surgeons at the 17th Street Clinic;
and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth;

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

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

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REFERENCED CONTRACT PROVISIONS

Term: ~~March~~ July 1, ~~2017~~ 2020 through ~~February 29, 2020~~ June 30, 2023

Period One means the period from ~~March~~ July 1, ~~2017~~ 2020 through ~~February 28, 2018~~ June 30, 2021

Period Two means the period from ~~March~~ July 1, ~~2018~~ 2021 through ~~February 28, 2019~~ June 30, 2022

Period ~~Two~~ Three means the period from ~~March~~ July 1, ~~2019~~ 2022 through ~~February 29, 2020~~ June 30, 2023

Maximum Obligation:

Period One ~~Maximum Obligation: \$150~~ Amount Not to Exceed: \$149,000

Period Two ~~Maximum Obligation: 150~~ Amount Not to Exceed: \$149,000

Period Three ~~Maximum Obligation: 150~~ Amount Not to Exceed: \$149,000

~~TOTAL CONTRACT~~ Total Amount Not to Exceed: \$447 ~~MAXIMUM OBLIGATION:~~
~~\$450,000~~

Basis for Reimbursement: Negotiated Rate and Fee-for-Service

Payment Method: ~~Monthly in~~ In Arrears

~~Contractor~~ CONTRACTOR DUNS Number:- 04-670-5849

~~Contractor Tax~~ CONTRACTOR TAX ID Number:- 95-2226406

| <u>CFDA#</u> | <u>FAIN#</u> | <u>Program/Service Title</u> | <u>Federal Funding Agency</u> | <u>Federal Award Date</u> | <u>Amount</u> | <u>R&D Award (Y/N)</u> |
|---------------|-------------------|--|---------------------------------|---------------------------|--------------------|----------------------------|
| <u>93.914</u> | <u>H89HA00019</u> | <u>HIV Emergency Relief Project Grants</u> | <u>HRSA-Ryan White Part A</u> | <u>1/27/2020</u> | <u>\$1,326,548</u> | <u>N</u> |
| <u>93.917</u> | <u>18-10880</u> | <u>Grants to States and Territories</u> | <u>CDPH – Ryan White Part B</u> | <u>3/12/2020</u> | <u>\$2,139,423</u> | <u>N</u> |
| <u>93.918</u> | <u>H76HA00146</u> | <u>Grants to Provide</u> | <u>HRSA-Ryan White Part C</u> | <u>12/4/2019</u> | <u>\$167,872</u> | <u>N</u> |

| | | | | | | |
|--|--|---|--|--|--|--|
| | | Outpatient Early Intervention Services with Respect to HIV | | | | |
|--|--|---|--|--|--|--|

Notices to COUNTY and CONTRACTOR:COUNTY: County of OrangeHealth Care AgencyContract Services405 West 5th Street, Suite 600Santa Ana, CA 92701-4637CONTRACTOR: UC Irvine Health-Physicians & Surgeons333 City Boulevard Blvd. West, Suite 200Orange, CA -92868Attn: ~~Connie Wong~~ Nicole Lee Brown, Director, Contracting and Network

Development

E-mail: ~~connie.wong@uci.edu~~ nlbrown1@hs.uci.edu

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I. ACRONYMS

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

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|---------------|---------------------|---|
| A. | ARRA | American Recovery and Reinvestment Act |
| B. | ASA | American Society of Anesthesiologists |
| C. | ASRS | Alcohol and Drug Programs Reporting System |
| C. | D. CCC | California Civil Code |
| D. | E. CCR | California Code of Regulations |
| E. | CEO | County Executive Office |
| F. | CFR | Code of Federal Regulations |
| G. | CHPP | COUNTY HIPAA Policies and Procedures |
| H. | CHS | Correctional Health Services |
| I. | CT | Computed Tomography <u>COI</u> Certificate of Insurance |
| J. | D/MC | Drug/Medi-Cal |
| K. | DHCS | Department of Health Care Services |
| L. | DPFS | Drug Program Fiscal Systems |
| M. | DRS | Designated Record Set |
| N. | ePHI | Electronic Protected Health Information |
| O. | GAAP | Generally Accepted Accounting Principles |
| P. | HCA | Health Care Agency |
| Q. | Q. HHS | Health and Human Services |
| R. | P. HIPAA | Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 |
| S. | Q. HSC | California Health and Safety Code |
| T. | ISO | Insurance Services Office |
| U. | R. MHP | Mental Health Plan |
| V. | S. | MRI Magnetic Resonance Imaging |
| T. | MSI | Medical Services Initiative |
| U. | OCJS | Orange County Jail System |
| W. | V. OCPD | Orange County Probation Department |
| X. | W. OCR | Office for Civil Rights |
| Y. | X. OCSD | Orange County Sheriff's Department |
| Z. | Y. OIG | Office of Inspector General |
| AA. | Z. OMB | Office of Management and Budget |
| AB. | AA. OPM | Federal Office of Personnel Management |
| AC. | PA DSS | AB. PADSS Payment Application Data Security Standard |
| AD. | AC PC | State of California Penal Code |

~~AE.~~ ~~AD.~~ PCI DSS _____ Payment Card Industry Data Security Standard

~~AE.~~ ~~PHI~~ ~~Protected Health Information~~

AF. PHI _____ Protected Health Information

AG. PII _____ Personally Identifiable Information

~~AH.~~ ~~AG.~~ PRA _____ Public Record Act

~~AH.~~ ~~TAR~~ ~~Treatment Authorization Request~~

AI. ~~TB~~ ~~Tuberculosis~~ SIR _____ Self-Insured Retention

~~AJ.~~ ~~UCIMC~~ ~~University of California Irvine Medical Center~~

AJ. The HITECH Act _____ The Health Information Technology for Economic and Clinical Health

_____ Act, Public Law 111-005

AK. USC _____ United States Code

AL. WIC _____ State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS COMPLIANCE

Unless this Agreement is followed without interruption by another Agreement between the Parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the ~~relevant HCA~~ policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of Conduct

1 and access to General Compliance and Annual Provider Trainings.

2 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code~~ provide
3 ADMINISTRATOR with proof of ~~Conduct or establish~~ its own, ~~provided~~ compliance program, code of
4 conduct and any compliance related policies and procedures. CONTRACTOR's ~~Compliance Program~~
5 ~~and Code of Conduct have been~~ compliance program, code of conduct and any related policies and
6 procedures shall be verified ~~to~~ by ADMINISTRATOR's Compliance Department to ensure they include
7 all required elements ~~by~~ ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~
8 ~~below~~ this Compliance Paragraph to this Agreement. These elements include:

- 9 a. Designation of a Compliance Officer and/or compliance staff.
- 10 b. Written standards, policies and/or procedures.
- 11 c. Compliance related training and/or education program and proof of completion.
- 12 d. Communication methods for reporting concerns to the Compliance Officer.
- 13 e. Methodology for conducting internal monitoring and auditing.
- 14 f. Methodology for detecting and correcting offenses.
- 15 g. Methodology/Procedure for enforcing disciplinary standards.

16 3. If CONTRACTOR ~~elects~~ does not provide proof of its own compliance program to ~~adhere to~~
17 ~~HCA's~~ ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's
18 Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR
19 within thirty (30) calendar days of ~~award~~ execution of this Agreement a signed acknowledgement that
20 CONTRACTOR ~~shall~~ will internally comply with ~~HCA's~~ ADMINISTRATOR's Compliance Program and
21 Code of Conduct.

22 4. If CONTRACTOR elects to have its own ~~Compliance Program and Code of~~
23 ~~Conduct~~ compliance program, code of conduct and any Compliance related policies and procedures
24 reviewed by ADMINISTRATOR, then ~~it~~ CONTRACTOR shall submit a copy of its ~~Compliance Program,~~
25 ~~Code~~ compliance program, code of ~~Conduct~~ conduct and all relevant policies and procedures to
26 ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement.
27 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable
28 time, which shall not exceed forty-five (45) calendar days, and determine if
29 ~~CONTRACTOR's~~ contractor's proposed compliance program and code of conduct contain all required
30 elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and
31 Code of Conduct ~~contains all required elements.~~ ADMINISTRATOR shall inform CONTRACTOR ~~shall~~
32 ~~take necessary action~~ of any missing required elements and CONTRACTOR shall revise its compliance
33 program and code of conduct to meet ~~said standards or shall be asked to acknowledge and agree to HCA's~~
34 ~~Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of~~
35 ~~Conduct does not contain all required elements.~~
36 ~~#~~ ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
37 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures. (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

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

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

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

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.

1 CONTRACTOR shall not hire or engage any Ineligible Person to provide services ~~as a Covered Individual~~
 2 relative to this Agreement.

3 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
 4 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
 5 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
 6 of California health programs and have not been excluded or debarred from participation in any federal
 7 or state health care programs, and to further represent to CONTRACTOR that they do not have any
 8 Ineligible Person in their employ or under contract.

9 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 10 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 11 CONTRACTOR shall notify ADMINISTRATOR immediately if ~~it becomes aware that~~ a Covered
 12 Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise
 13 becomes an Ineligible Person.

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

20 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 21 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
 22 Such individual or entity shall be immediately removed from participating in any activity associated with
 23 this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
 24 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly
 25 return any overpayments within forty-five (45) business days after the overpayment is verified by the
 26 ~~CONTRACTOR and~~ ADMINISTRATOR.

27 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance
 28 Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered Individuals.

29 ~~1. CONTRACTOR~~ 1. CONTRACTORS that have acknowledged to comply with
 30 ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all
 31 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1)
 32 designated representative to complete ~~all the General Compliance Trainings~~ Training when offered.
 33 ADMINISTRATOR may waive this requirement upon approval of CONTRACTOR's Compliance
 34 Program.

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

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

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

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

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

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

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

3. ~~D. MEDICAL~~ Such training will be made available to each Covered Individual annually.

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

//

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

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

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

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

V. ~~Confidentiality~~ **CONFIDENTIALITY**

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are Clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding specific Clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

C. As CONTRACTOR is a public institution, COUNTY understands and agrees that CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to releasing such information.

VI. ~~Delegation, Assignment,~~ CONFLICT OF INTEREST

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

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

2. Have 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.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. 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 Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

37 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY

determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.

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

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

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

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

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

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

IX. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ **DISPUTE RESOLUTION**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, not to exceed 30 days after written notice of such dispute is given by one party hereto to other party, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or

1 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
 2 decision.

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

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

12 C. Any decision of COUNTY to agree to a negotiated settlement shall be expressly identified as
 13 such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If
 14 COUNTY fails to agree to a negotiated settlement within ninety (90) calendar days after receipt of
 15 CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
 16 If the dispute cannot be resolved pursuant to the procedures outlined above, the parties may pursue any
 17 remedy available to them at law or in equity.

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

24 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

25
 26 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 27 regarding the employment of aliens and others and to ensure that employees performing work under this
 28 Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations.
 29 CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other
 30 documentation of employment eligibility status required by federal or state statutes and regulations
 31 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as
 32 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
 33 documentation for all covered employees for the period prescribed by the law.

34 **XI. ~~Facilities, Payments and Services.~~ EXPENDITURE AND REVENUE REPORT**

35
 36 A. No later than sixty (60) calendar days following termination of this Agreement, CONTRACTOR
 37 shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure Report for the

preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of this Agreement.

XII. FACILITIES, PAYMENTS AND SERVICES

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

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation. The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIII. INDEMNIFICATION AND INSURANCE **. INDEMNIFICATION AND INSURANCE**

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

~~B.~~ COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement, but only in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or resulting from the negligent or intentional acts or omissions of COUNTY, its

officers, employees, or agents. If judgement is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

~~D.~~ Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance, or maintain a program of self-insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage or ~~maintain equivalent~~ a program of self-insurance during the entire term of this Agreement. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance ~~or equivalent self-insurance~~ subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

~~D. E.~~ All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. ~~If no SIRs or deductibles apply, indicate this on the COI.~~ If CONTRACTOR is self-insured, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with ~~a 0 by the appropriate line of coverage.~~ counsel approved by Board of Supervisors against same; which shall not be unreasonable withheld; and

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

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

~~E.~~ ~~F.~~ If ~~CONTRATOR~~CONTRACTOR fails to maintain insurance, or a program of self-insurance, acceptable to COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

~~G.~~ F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u> | <u>Minimum Limits*</u> |
|---|--|
| Commercial General Liability | \$ <u>1</u> ,000,000 per occurrence \$ <u>2</u> ,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | <u>\$1,000,000 per claims made</u> |
| Professional Liability Insurance | \$ <u>1</u> ,000,000 per claims made \$ <u>3</u> ,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

~~* Limits of insurance can be satisfied with a combination of self insurance, primary, and excess/umbrella insurance.~~

~~I~~ H. REQUIRED COVERAGE FORMS ~~IF NOT SELF-INSURED~~

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

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

~~J~~ I. REQUIRED ENDORSEMENTS –

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

~~1~~ a. An Additional Insured endorsement using ISO form CG ~~2010 or CG-2033~~ 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds,* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

~~2~~ b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~K~~ 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:

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

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

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

~~L~~ K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees; or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

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

M. ~~Contractor shall~~ CONTRACTOR will reasonable efforts to notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium. ~~— and~~

provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.

N. If CONTRACTOR's Professional Liability ~~policy~~ and Network Security and Privacy Liability policies are ~~is a "claims-made" policy~~ "Claims -Made" policies, CONTRACTOR shall agree to maintain ~~professional liability~~ coverage for two (2) years following the completion of the Agreement.

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

~~P. Throughout the term of this AGREEMENT and upon written mutual agreement between COUNTY and CONTRACTOR, the insurance minimum limits and coverage as set forth in Subparagraph VIII.H. above may be increased or decreased.~~ Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

~~SU.~~ SUBMISSION OF INSURANCE DOCUMENTS

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

- Prior to ~~, or at the time of, execution~~ start date of this Agreement.
- No later than the expiration date for each policy.
- Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance ~~types~~ requirements as set forth in the Coverage Subparagraph ~~H. of this Agreement~~ above.

2. The COI and endorsements shall be provided to the COUNTY at the address as ~~referenced~~ specified in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

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

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

c. ~~Notwithstanding~~ If CONTRACTOR is assessed a late penalty, the ~~above, endorsements amount~~ shall ~~not be required in the case of self insurance~~ deducted from CONTRACTOR's monthly invoice.

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

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

~~///~~

XIV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records (provided such disclosure is permitted under HIPAA, as defined in subject to Article ~~XXI~~, Paragraph ~~CD~~ of this Agreement, and all other applicable privacy laws and regulations), of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times, upon prior written notice, inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

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

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

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

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

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

~~XV. Licenses and Laws~~ **LICENSES AND LAWS**

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in

1 writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
 2 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
 3 cause for termination of this Agreement..

4 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

5 ~~1.~~ 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
 6 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
 7 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
 8 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of
 9 the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY
 10 shall constitute grounds for termination of the Agreement.

11 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of
 12 the award of this Agreement:

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

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

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

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

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

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

31 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
 32 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
 33 requirements shall include, but not be limited to, the following:

34 1. ARRA of 2009.

35 2. Code of Federal Regulations, Title 42, Public Health.

36 3. The Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October
 37 30, 2009).

4. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)

5. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-

~~2. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable;~~

~~3. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.~~

~~4. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.~~

~~5. 45 CFR Part 76, Drug Free Work Place.~~

~~6. CCR, Title 22, Division 6, Community Care Licensing Division.~~

~~7. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).~~

~~8. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.~~

~~9. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).~~

~~10. 42 CFR, Public Health, H&SC 121025~~

~~11. ARRA of 2009.~~

~~12. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009).~~

D. The ~~parties~~Parties acknowledge that each is a Covered Entity, as defined by the Health Insurance Portability and Accountability Act, as amended, and the regulations promulgated thereunder (collectively “HIPAA”~~);~~”) and is responsible for complying with said regulations for purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own purposes. Except as otherwise limited by said ~~regulations~~regulation or law, CONTRACTOR shall provide to COUNTY, and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CONTRACTOR as specified in this Agreement, only if such use or disclosure would not violate the Privacy Rule if done by CONTRACTOR or the Minimum Necessary policies and procedures of CONTRACTOR as required and/or defined by HIPAA.

E. CONTRACTOR attests that all CONTRACTOR physicians providing services under this Agreement are and will continue to be as long as this Agreement remains in effect, the holders of currently valid licenses to practice medicine in the State of California and are members in good standing of the medical staff of CONTRACTOR’s facility.

~~XVI. Literature, Advertisements.~~ **LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR

before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks, presently existing or later established, of the other party nor its employees in any advertisement, press release or publicity with reference to this Agreement without the prior written approval of the other party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself g as a contracted provider of Public Health Medical Services for the residents of Orange County as provided in Subparagraph A. above. ADMINISTRATOR may include reference to Public Health Medical Services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds. Any advertisement through radio, television broadcast, or the internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

XVII. MAXIMUM OBLIGATION ~~Maximum obligation~~

A. The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this Agreement, ~~and the separate Maximum Obligations for each period under this Agreement, are~~ is as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of ~~Period One~~ funding for this Agreement.

XVIII. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its ~~contractors or other persons~~ Covered Individuals providing services pursuant to this Agreement ~~on behalf of~~ be paid no less than the greater of the federal or California Minimum Wage.

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

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

XIX. ~~Nondiscrimination~~NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall attest require in its subcontracts that ~~the evaluation and treatment of~~ subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees ~~and/or~~ applicants for employment ~~are free from discrimination~~ in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; ~~layoff or termination~~; rate of pay or other forms of compensation; and selection for training, including apprenticeship. ~~There shall be posted~~

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

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

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

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

advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

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

1. Denying a Client or potential Client any service, benefit, or accommodation.
2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

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

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

E. Upon a finding of discrimination by the United States Equal Employment Opportunity Commission, State Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhaustion of any and all appeals, this Agreement may be cancelled, terminated or suspended in

whole or in part and CONTRACTOR may be declared ineligible for future contracts involving federal, state, or county funds.

XX. ~~Notices~~NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

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XXI. ~~Notification of Death~~NOTIFICATION OF DEATH

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

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

1.—TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2.—WRITTEN NOTIFICATION

a.—NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via

encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

b. ~~TERMINAL ILLNESS~~ – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

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

~~XXII. Records Management and Maintenance.~~ **NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards

to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and/or state regulations ~~and/or CHPP~~. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

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

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

E. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient.

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

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

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

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

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

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

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

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

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

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

requested.

~~HJ.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus email or fax,~~ upon ~~the~~ discovery of a Breach of ~~unsecured PHI~~ privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

~~J.~~

XXIV. RESEARCH AND PUBLICATION

CONTRACTOR shall ~~retain all participant, client,~~ not utilize information and/or ~~patient medical records~~ data received from COUNTY, or arising out of, or developed, as a result of this Agreement for ~~seven (7) years following discharge of the participant, client~~ purpose of personal or professional research, or for publication.

XXV. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge a fee to Clients to whom services are provided pursuant to this Agreement, their estates and/or ~~patient,~~ responsible relatives, in accordance with the ~~exception of non-emancipated minors for whom records must~~ fee system designated by ADMINISTRATOR. This fee shall be ~~kept for at least one (1) year after such minors have reached~~ based upon the ~~age of eighteen (18) years, or~~ person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for ~~seven (7) years after the last date of service, whichever is longer~~ which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

~~K.~~ CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

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

~~N.~~ CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,

~~billings, and revenues available at one (1) location within the limits of the County of Orange.~~

~~O. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.~~

~~P. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

~~Q. If CONTRACTOR is a public institution, COUNTY understands and agrees that CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, CONTRACTOR shall notify COUNTY. CONTRACTOR shall make best efforts to notify COUNTY no less than three (3) business days prior to releasing such information.~~

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XXVI. ~~Severability~~SEVERABILITY

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

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XXVII. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of

1 Directors or governing body.

2 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
3 for expenses or services.

4 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
5 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
6 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7 7. Paying an individual salary or compensation for services at a rate in excess of the current
8 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
9 may be found at www.opm.gov.

10 8. Severance pay for separating employees.

11 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
12 codes and obtaining all necessary building permits for any associated construction.

13 10. Purchasing or improving land, including constructing or permanently improving any building
14 or facility, except for tenant improvements.

15 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
16 (matching).

17 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
18 unless no nonprofit entity is able and willing to provide such services.

19 13. Supplanting current funding for existing services.

20 14. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
21 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or
22 license and registration fees; payment of local or state personal property taxes (for residential property,
23 private automobiles, or any other personal property against which taxes may levied). This restriction does
24 not apply to vehicles operated by organizations for program purposes.

25 15. To meet professional licensure or program licensure requirements.

26 16. Providing inpatient hospital services or purchasing major medical equipment.

27 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
28 shall not use the funds provided by means of this Agreement for the following purposes:

29 1. Funding travel or training (excluding mileage or parking).

30 2. Making phone calls outside of the local area unless documented to be directly for the purpose
31 of Client care.

32 3. Payment for grant writing, consultants, certified public accounting, or legal services.

33 4. Purchase of artwork or other items that are for decorative purposes and do not directly
34 contribute to the quality of services to be provided pursuant to this Agreement.

35 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's Clients.

37 C. To the greatest extent practicable, all equipment and products purchased with funds made

available through this Agreement should be American-made.

~~Status of Contractor~~ **XXVIII. STATUS OF CONTRACTOR**

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

~~XXIX. Term~~ **XXIX. TERM**

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

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

~~XXX. Termination~~ **XXX. TERMINATION**

A. Either ~~party~~ **Party** may terminate this Agreement, without cause, upon ~~thirty (30) calendar days written notice given the other party.~~ ~~ninety (90)~~ ~~B. Unless otherwise specified in this Agreement, a party may terminate this Agreement upon five (5) calendar days' written notice if given the other party fails to perform any of the terms of~~ **Party.**

B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. ~~At~~ **CONTRACTOR shall be subject to the issuance of a party's sole discretion, CAP for the breaching party may be allowed up to failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. In such an instance, ADMINISTRATOR shall notify CONTRACTOR in writing, of its need to implement a CAP. Such notice must be sent in accordance with the Notices section of this Agreement and must detail the nature of the deficiency. ADMINISTRATOR shall allow CONTRACTOR not less**

than thirty (30) calendar days ~~for corrective action~~ from CONTRACTOR's receipt of ADMINISTRATOR's notice, to substantially cure the deficiency detailed in the CAP. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.

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

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

D. CONTINGENT FUNDING

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

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the ~~Maximum Obligation~~ Not To Exceed Amount of this Agreement ~~in an amount to~~ be consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated ~~by either party pursuant to Subparagraphs B., C. or D. above,~~ CONTRACTOR shall do the following:

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

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

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

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

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

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

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

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, ~~G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.~~

~~XXII. Third~~ and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.

~~G. PARTY BENEFICIARY~~

Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice.

~~XXXI. THIRD PARTY BENEFICIARY~~

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

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~~XXXII. WAIVER OF DEFAULT OR BREACH~~

. WAIVER OF DEFAULT OR BREACH

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

XXXIII. THE REGENTS

A. COUNTY acknowledges that the Regents of the University of California (“The Regents”) has entered into this Agreement solely on behalf of and with respect to the University of California, Irvine ~~Health~~Medical Center (UCIMC) and UCI University Physicians & Surgeons, and not on behalf of or with respect to any other division, business or operating ~~unity~~unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

1. All obligations of The Regents under this Agreement shall be limited to The Regents as and when acting solely on behalf of or with respect to the University of California, Irvine ~~Health~~Medical Center (UCIMC) and UCI University Physicians & Surgeons, and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates;

2. None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate of the Regents or of the University of California, Irvine ~~Health~~Medical Center (UCIMC) and UCI University Physicians & Surgeons for any purpose under this Agreement; and

3. The University of California, Irvine ~~Health~~Medical Center (UCIMC) and UCI University Physicians & Surgeons, through The Regents or otherwise, shall have the right to participate in, provide services under, contract as part of, and otherwise be involved in the management or operation of, any health or medical insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by The Regents on a system-wide basis.

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—IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State

1 of California.

2
3 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ~~A CONSTITUTIONAL CORPORATION,~~
4 AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON
5 BEHALF OF, UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER (UCIMC) & UC
6 IRVINE HEALTH PHYSICIANS & AND SURGEONS

7
8 ~~BY: _____ DATED: _____~~

9
10
11 ~~TITLE: _____~~

12
13
14 BY: _____ DATED: _____

15
16
17 TITLE: _____

18
19
20 COUNTY OF ORANGE

21
22
23 BY: _____ DATED: _____

24 HEALTH CARE AGENCY

25
26
27 **APPROVED AS TO FORM**

28 ~~OFFICE OF THE COUNTY COUNSEL~~

29 ~~ORANGE COUNTY, CALIFORNIA~~

30
31
32 ~~BY: _____ DATED: _____~~

33 ~~DEPUTY~~ Office of the County Counsel

34 Orange County, California

35
36
37 Deputy County Counsel

Print Name

Title

Signature

Date

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
 PRIMARY HIV MEDICAL CARE PHYSICIAN SERVICES
 BETWEEN
 COUNTY OF ORANGE

AND
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON
BEHALF OF
 UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER (UCIMC) and UC IRVINE
HEALTH PHYSICIANS & SURGEONS
~~MARCH~~ JULY 1, 2017 ~~2020~~ THROUGH ~~FEBRUARY 29, 2020~~ JUNE 30, 2023

I. ~~assurances~~ ASSURANCES

In accordance with funding requirements under Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009, CONTRACTOR assures that it will:

A. Permit and cooperate with any official federal or state investigations undertaken regarding programs conducted under the Ryan White Act.

B. Notify COUNTY immediately, in writing, if CONTRACTOR or any of its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

C. Catalog of Federal Domestic Assistance (CFDA) Information

1. This Agreement includes federal funds paid to CONTRACTOR. -The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

~~CFDA Year: 2017-2020~~

~~CFDA#: 93.914~~

~~Program Title: HIV Emergency Relief Project Grant (B)~~

~~Federal Agency: Department of Health and Human Services~~

~~Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part A)~~

~~Amount: \$50,000 (estimated per year)~~

~~CFDA Year: 2017-2020~~

~~CFDA#: 93.917~~

~~Program Title: Grants to States and Territories~~

~~Federal Agency: Department of Health and Human Services~~

~~Award Name: HIV Care Program and Minority AIDS Initiative (MAI)~~
~~Amount: \$50,000 (estimated per year)~~
~~CFDA Year: 2017-2020~~
~~CFDA#: 93.918~~
~~Program Title: Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease~~
~~Federal Agency: Department of Health and Human Services~~
~~Award Name: Outpatient Early Intervention Services with Respect to HIV Disease~~
~~Project Grants (B) (Ryan White Part C)~~
~~Amount: \$50,000 (estimated per year)~~

a. CFDA Year: 2020-2023
CFDA#: 93.914
Program Title: HIV Emergency Relief Project Grant (B)
Federal Agency: Department of Health and Human Services
Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part A)
Amount: \$86,420 (estimated per year)

b. CFDA Year: 2020-2023
CFDA#: 93.917
Program Title: Grants to States and Territories
Federal Agency: Department of Health and Human Services
Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part B)
Amount: \$37,250 (estimated per year)

c. CFDA Year: 2020-2023
CFDA#: 93.918
Program Title: Grants to Provide Outpatient Early Intervention Services with
Respect to HIV
Federal Agency: Department of Health and Human Services
Award Name: Outpatient Early Intervention Services with
Respect to HIV Disease Project Grants (B) (Ryan White Part
C)
Amount: \$25,330 (estimated per year)

2. CONTRACTOR may be required to have an audit conducted in accordance with
 31 ~~USC 7501~~ USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part
 200.- CONTRACTOR shall be responsible for complying with any federal audit requirements within the
 reporting period specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR

Part 200.

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

II. CULTURAL COMPETENCY

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

III. ~~PAYMENTS~~ DEFINITIONS

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

A. Fiscal Intermediary: The entity authorized by COUNTY ~~shall~~ to receive, process, and pay CONTRACTOR's claims for services provided.

B. Liaison (Hospitalist/Physician) Services: Enhanced coordination of physician care and improved communication with attending physicians.

C. Inpatient Services: All Medical Services including Critical Care, Non-Critical Care, and Isolation Services, which are provided by CONTRACTOR ~~for~~ to patients receiving treatment that requires a hospital stay, excepting Physician Services, pursuant to the Agreement.

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D. Medical Services: Any authorized service or exam deemed medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to prevent serious deterioration of health.

E. Outpatient Services: All Medical Services including emergency room, specialty, and diagnostic services, which are provided by CONTRACTOR to patients receiving treatment that does not require a hospital stay, excepting Physician Services, pursuant to the Agreement.

F. Physician Services: All Medical Services, which are provided by a licensed physician, including supervision of interns and residents.

G. Public Health Patients:

1. Persons referred to CONTRACTOR by ADMINISTRATOR, including those with a confirmed or suspected communicable disease, and adult mental health persons needing medical care.

2. Inpatient(s) with no other source of payment who, at the time CONTRACTOR proposes to discharge the person, ADMINISTRATOR determines public health considerations require that the patient remain in the hospital and denies approval of the discharge. COUNTY financial responsibility

shall commence on the date ADMINISTRATOR denies approval of the discharge.

H. Prior Authorization Request (PA)/Treatment Authorization Request (TAR): A written or electronic request from ADMINISTRATOR to CONTRACTOR authorizing Medical Services for Public Health Patients.

I. Usual and Customary Charge: The amount which CONTRACTOR normally or usually charges the majority of its patients for a specified type of service, including the types of Medical Services provided hereunder.

IV. PAYMENTS

A. COUNTY shall compensate CONTRACTOR for providing Liaison (Hospitalist/Physician) Services, in the amount of \$6,250 per quarter, not to exceed a total of \$25,000 per year as specified in the Referenced Contract Provisions of this Agreement. COUNTY shall reimburse CONTRACTOR for services, and CONTRACTOR shall be responsible for payment to physician for Liaison Services. COUNTY may withhold payment for Liaison Services if services are not provided in accordance with Subparagraph VII.B. of this Exhibit A of the Agreement.

B. COUNTY shall compensate CONTRACTOR for providing physician services provided as specified in the Services Paragraph of this Exhibit A to the Agreement, at the rate of ~~\$150.00~~ 155 per hour. CONTRACTOR shall submit monthly invoices for such services and shall include the number of hours of physician services provided each week and such supporting documentation as ADMINISTRATOR may require.

~~IV.~~V. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by either party.

B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. -ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) calendar days for CONTRACTOR to respond.

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~~V.~~VI. SERVICES

A. CONTRACTOR shall provide HIV Primary Care and Consultation Services ~~for an average of two~~ not to exceed eight hundred ~~fifty (250)~~ (800) hours per ~~quarter~~ year in a County-operated clinic. ~~For Period One the~~ The first ~~quarter~~ year shall be ~~March~~ for the term from July 1, ~~2017~~ 2020 through ~~May~~ June 30, ~~2017~~ 2021. The second ~~quarter~~ year shall be for the ~~period~~ term from ~~June~~ July 1, ~~2017~~ 2021 through ~~August 31, 2017~~ June 30, 2022. The third ~~quarter~~ year shall be for the ~~period~~ term from ~~September~~ July 1, ~~2017~~ 2022 through ~~November 30, 2017~~. The fourth quarter shall be for the period from December 1, 2017 through February 28, 2018. ~~For Period Two the first quarter shall be the period March 1, 2018 through May 31, 2018. The second quarter shall be for the period from June 1, 2018 through August 31, 2018.~~

~~The third quarter shall be for the period from September 1, 2018 through November 30, 2018. The fourth quarter shall be for the period from December 1, 2018 through February 28, 2019. For Period Three the first quarter shall be the period March 1, 2019 through May 31, 2019. The second quarter shall be for the period from June 1, 2019 through August 31, 2019. The third quarter shall be for the period from September 1, 2019 through November 30, 2019. The fourth quarter shall be for the period from December 1, 2019 through February 29, 2020. 30, 2023.~~

B. CONTRACTOR shall provide physicians with Board Certification in Infectious Disease, Internal Medicine, and HIV Specialist.

C. Primary Care and Consultation Services shall consist of licensed physician services and shall include medical consultations and/or examinations, preparation of comprehensive histories and maintenance of medical records and charts for patients, initiation of diagnosis, prescription and administration of treatment, and other such duties of a similar nature as directed by COUNTY Health Officer or designee.

D. CONTRACTOR shall be compensated for any physician hours provided in a County-operated clinic. ~~Services in excess of two hundred fifty (250) hours per quarter will be compensated only when requested and authorized by ADMINISTRATOR.~~ All physician hours will be compensated in accordance with and at the rates specified in the Payments Paragraph of this Exhibit A to the Agreement.

E. CONTRACTOR shall provide physician services in accordance with a schedule established by ADMINISTRATOR.

~~—F~~ F. CONTRACTOR shall provide a Liaison (Hospitalist/Physician) who shall coordinate care of all referred communicable disease patients with ADMINISTRATOR. If Liaison is unable to perform said Hospitalist/Physician services due to vacations, illnesses, and other planned and unplanned absences, CONTRACTOR shall give ADMINISTRATOR advanced notice and provide a back-up for said Liaison. Liaison and back-up liaison shall be physicians Board certified in pulmonary or infectious disease medicine, with five (5) years or more experience in the diagnosis and treatment of individuals with communicable diseases. The Liaison and back-up liaison shall persons mutually agreed upon by both parties. The Liaison shall perform the following duties, and such others as are deemed appropriate by ADMINISTRATOR:

1. Hospitalized Patients with Suspected or Confirmed HIV or Other Communicable Diseases

a. Coordinate and expedite the admissions process for Public Health Patients referred or transferred for hospitalization at UCIMC.

b. Provide guidance to UCIMC Ward Teams and UCIMC's Infectious Disease Team regarding medical progress management and medical preparation of patient for discharge.

c. Coordinate discharge planning with CONTRACTOR's and ADMINISTRATOR's case managers.

d. Conduct direct examinations of patients with difficult diagnostic or management problems on an as-needed basis.

e. Counsel family members on an as-needed basis.

f. Develop and update Care Path Guidelines for inpatient diagnosis and management of suspected or confirmed HIV or other communicable diseases.

2. Outpatient Referrals

a. Coordinate and expedite arrangements for timely outpatient clinic consultations with various specialty clinics for Public Health Patients referred for complicated diagnostic or disease management problems.

b. Review and update administrative systems for interdepartmental consultations on outpatient referrals.

3. UCIMC/ADMINISTRATOR Conferences

a. Participate in ADMINISTRATOR's HIV Clinic Risk Case Presentation meetings at a minimum of four (4) times per year.

4. Additional Responsibilities

a. Assist ADMINISTRATOR's HIV Clinic Medical Director with at least two (2) revisions of guidelines and provision of HIV Clinic staff training.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

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