

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
A CONSTITUTIONAL CORPORATION, ON BEHALF OF
UNIVERSITY OF CALIFORNIA, IRVINE UNIVERSITY PHYSICIANS & SURGEONS
MARCH 1, ~~2011~~2013 THROUGH FEBRUARY 28, ~~2013~~2015

THIS AGREEMENT entered into this 1st day of March ~~2011~~2013, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ~~a constitutional corporation for the~~ A CONSTITUTIONAL CORPORATION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, ~~IRVINE SCHOOL OF MEDICINE AND THE~~ UC IRVINE UNIVERSITY PHYSICIANS & SURGEONS (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Primary Public Health Medical ~~Care Physician~~ Services described herein ~~to the residents of Orange County~~; 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:

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

<u>1</u>	<u>CONTENTS</u>	
<u>2</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
<u>3</u>	Title Page.....	1
<u>4</u>	Contents.....	2
<u>5</u>	Referenced Contract Provisions	3
<u>6</u>	<u>I. Acronyms</u>	<u>4</u>
<u>7</u>	I .II. Alteration of Terms.....	5
<u>8</u>	H .III. Compliance	5
<u>9</u>	III .IV. Confidentiality.....	9
<u>10</u>	IV . Cultural Competency	7
<u>11</u>	V. Delegation and Assignment <u>and Subcontracts</u>	10
<u>12</u>	VI. Employee Eligibility Verification	11
<u>13</u>	VII. Facilities, Payments and Services.....	11
<u>14</u>	VIII. Indemnification and Insurance	12
<u>15</u>	IX. Inspections and Audits.....	15
<u>16</u>	X. Licenses and Laws	16
<u>17</u>	<u>XI. Literature</u>	<u>18</u>
<u>18</u>	XI .XII. Maximum Obligation.....	18
<u>19</u>	XII .XIII. Nondiscrimination.....	19
<u>20</u>	XIII .XIV. Notices.....	20
<u>21</u>	XIV .XV. Notification of Death	20
<u>22</u>	XV .XVI. Records Management and Maintenance	21
<u>23</u>	XVI .XVII. Severability.....	23
<u>24</u>	XVII .XVIII. Status of Contractor	23
<u>25</u>	XVIII .XIX. Term.....	24
<u>26</u>	XIX .XX. Termination.....	24
<u>27</u>	XX .XXI. Third Party Beneficiary	25
<u>28</u>	XXI .XXII. Waiver of Default or Breach.....	26
<u>29</u>	Signature Page.....	27
<u>30</u>		
<u>31</u>	<u>EXHIBIT A</u>	
<u>32</u>	I. Assurances.....	1
<u>33</u>	<u>II. Cultural Competency</u>	<u>2</u>
<u>34</u>	H .III. Payments	2
<u>35</u>	III .IV. Reports.....	2
<u>36</u>	IV .V. Services	2
<u>37</u>	//	

REFERENCED CONTRACT PROVISIONS

Term: March 1, ~~2011~~2013 through February 28, ~~2013~~2015
 "Period One" means the period from March 1, ~~2011~~2013 through February ~~29, 2012~~28, 2014
 "Period Two" means the period from March 1, ~~2012~~2014 through February 28, ~~2013~~2015

Maximum Obligation:	Period One Maximum Obligation:	\$115,000
	Period Two Maximum Obligation:	<u>115,000</u>
	TOTAL CONTRACT MAXIMUM OBLIGATION:	\$230,000

Basis for Reimbursement: Fee-for-Service

Payment Method: Fee-for-Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR:
 University of California, Irvine Medical Center
 333 City Boulevard West, Suite 160
 Orange, CA 92868
 Attn: Susan J. Rayburn, Vice President, Contracting and Network Development

~~CONTRACTOR'S Insurance Coverages:~~

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

E-mail: Sjraybur@uci.edu

I. ACRONYMS

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

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

1	AI. PRA	Public Record Act
2	AJ. SIR	Self-Insured Retention
3	AK. TAR	Treatment Authorization Request
4	AL. TB	Tuberculosis
5	AM. UCIMC	University of California Irvine Medical Center
6	AN. USC	United States Code
7	AO. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

III. COMPLIANCE

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

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR’s Compliance Program.

2. CONTRACTOR ~~shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~ has the option to adhere to ADMINISTRATOR’s Compliance Program or establish its own.

3. Covered Individuals includes all 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. If CONTRACTOR elects to adopt ADMINISTRATOR’s Compliance Program, then CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program and related policies and procedures.

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Compliance Program or establish its own.~~

4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty

1 (30) calendar days of award of this Agreement.

2 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
3 Compliance Program ~~is accepted.~~ contains all required elements. CONTRACTOR shall take necessary
4 action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's
5 Compliance Program if it does not contain all required elements.

6 6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from
7 ADMINISTRATOR's Compliance Officer that CONTRACTOR Compliance Program contains all
8 required elements, CONTRACTOR shall acknowledge existence of ADMINISTRATOR's Compliance
9 Program, and ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of~~
10 ~~Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~ relative to this
11 Agreement are made aware of ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and related
12 policies and procedures.

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

17 ~~B. SANCTION SCREENING — B. CODE OF CONDUCT ADMINISTRATOR has~~
18 ~~developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract~~
19 ~~providers.~~

20 #

21 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
22 ~~ADMINISTRATOR's Code of Conduct.~~

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

26 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~
27 ~~establish its own.~~

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

30 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of~~
31 ~~Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be~~
32 ~~asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

33 ~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,~~
34 ~~CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of~~
35 ~~Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this~~
36 ~~Agreement are made aware of CONTRACTOR's Code of Conduct.~~

37 ~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then~~

~~CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and 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.~~

~~C. COVERED INDIVIDUALS~~ CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs and the Health ~~and~~ Human Services/~~Office of Inspector General~~ OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

1. Ineligible Person shall be any individual or entity who:

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal 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 health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

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

4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

6. CONTRACTOR shall notify ADMINISTRATOR immediately upon becoming aware if a

1 Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after
2 being sanction screened. Such individual or entity shall be immediately removed from participating in
3 any activity associated with this ~~AGREEMENT.~~ Agreement. ADMINISTRATOR will determine ~~if~~
4 ~~any appropriate~~ repayment ~~is necessary from~~ or sanction CONTRACTOR for services provided by
5 ineligible person or individual.

6 ~~D. REIMBURSEMENT STANDARDS~~

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

13 ~~2. 7. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims~~
14 ~~for payment or reimbursement of~~ promptly return any kind.

15 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~
16 ~~fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to~~
17 ~~accurately describe~~ overpayments within forty-five (45) days after the overpayment is verified by the
18 ~~services provided and to ensure compliance with all billing and documentation~~
19 ~~requirements~~ ADMINISTRATOR.

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

22 E.C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
23 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

30 4. Each Covered Individual attending training shall certify, in writing, attendance at
31 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
32 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

33 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
34 by ADMINISTRATOR’s employees and contract providers.

35
36 ~~III. CONFIDENTIALITY~~

37 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of

1 ADMINISTRATOR's Code of Conduct.

2 2. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
3 establish its own.

4 3. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of
5 its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

6 4. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Code of
7 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
8 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

9 5. Upon approval of CONTRACTOR Code of Conduct by ADMINISTRATOR,
10 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of
11 Board of Directors or duly authorized agents, if appropriate, (Covered Individuals) relative to this
12 Agreement are made aware of CONTRACTOR Code of Conduct.

13 //

14 6. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
15 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
16 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

17 7. Failure of CONTRACTOR to timely submit the acknowledgement of
18 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure
19 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
20 constitute grounds for termination of this Agreement as to the non-complying party.

21 **E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

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

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

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

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

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

35
36 **IV. CONFIDENTIALITY**

37 A. Each party shall maintain the confidentiality of all records, including billings and any audio

1 and/or video recordings, in accordance with all applicable federal and state codes and regulations, as
2 they now exist or may hereafter be amended or changed.

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

9 C. ~~However,~~ If CONTRACTOR is a public institution, COUNTY understands and agrees that
10 CONTRACTOR is ~~a public institution,~~ subject to the provisions of the California Public Records Act.
11 In the event CONTRACTOR receives a request to produce ~~any records related to~~ this Agreement, ~~or the~~
12 ~~services hereunder~~ identify any term, condition, or aspect of this Agreement, CONTRACTOR ~~will~~ shall
13 contact COUNTY to advise of such request ~~to release this information.~~

14
15 ~~**IV. CULTURAL COMPETENCY**~~

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

22
23 //

24 ~~**V. DELEGATION AND ASSIGNMENT**~~ DELEGATION, ASSIGNMENT AND
25 SUBCONTRACTS

26 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
27 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
28 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
29 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
30 they relate to the service or activity under subcontract, and include any provisions that
31 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
32 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
33 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
34 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
35 ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior~~
36 ~~written consent of COUNTY~~ ADMINISTRATOR may disallow, from payments otherwise due
37 CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

~~B.~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void. ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

~~C.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

VI. EMPLOYEE ELIGIBILITY VERIFICATION

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

VII. ~~FACILITIES, PAYMENTS AND SERVICES~~ FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services ~~and staffing~~ in accordance with Exhibit A to 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.

#

VIII. ~~INDEMNIFICATION AND INSURANCE~~ INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with Counsel approved in writing by COUNTY 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. 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. If judgment 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.

C. 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 at CONTRACTOR's expense and to submit to COUNTY the Certificates of Insurance (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 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 subject to the same terms and conditions as set forth herein for CONTRACTOR.

~~E. —D. Without limiting CONTRACTOR's indemnification, CONTRACTOR attests that it is self insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as specified on Page 3 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.~~

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 with a 0 by the appropriate line of coverage. Any self-

insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

F. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this AGREEMENT, COUNTY may terminate this AGREEMENT.

G. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer ~~E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies~~ licensed to do business in the ~~State~~ state of California (California Admitted Carrier) or have 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**

2. If the insurance carrier is not an admitted carrier in the state of California and 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.

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

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

I. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on Insurance Services Office (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.

1 J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
2 following endorsements, which ~~insures~~ shall accompany the ~~perils~~ COI:

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

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

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

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

16 M. All insurance policies required by this AGREEMENT shall give the County of Orange 30 days
17 notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by
18 policy provisions or an endorsement separate from the COI.

19 N. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
20 shall agree to maintain professional liability, ~~and property damage. Upon request by CONTRACTOR,~~
21 ~~COUNTY shall provide~~ coverage for two years following completion of AGREEMENT.

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

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

28 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
29 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
30 incorporating such changes within thirty days of receipt of such notice, this AGREEMENT may be in
31 breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

36 S. SUBMISSION OF INSURANCE DOCUMENTS

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

1 a. Prior to the start date of this AGREEMENT.

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

3 c. Within thirty (30) days upon receipt of written notice by COUNTY regarding changes
4 to any of the insurance types as set forth in Subparagraph F. of this AGREEMENT.

5 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
6 in the Referenced Contract Provisions of this AGREEMENT.

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

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

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

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

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

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

27
28 **IX. INSPECTIONS AND AUDITS**

29 - A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
30 of the State of California, the Secretary of the United States Department of Health and Human Services,
31 the Comptroller General of the United States, or any other of their authorized representatives, shall have
32 access to any books, documents, and records, including but not limited to, medical and client records, of
33 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
34 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
35 during the periods of retention set forth in the Records and Management and Maintenance
36 ~~paragraph~~ Paragraph of this Agreement. Such persons may, with prior written notice, at all reasonable
37 times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises

1 in which they are provided.

2 B. CONTRACTOR shall actively participate and cooperate with any person specified in
3 ~~subparagraph~~Subparagraph A. above in any evaluation or monitoring of the services provided pursuant
4 to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
5 evaluation or monitoring.

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

13 ~~—D. COUNTY may provide CONTRACTOR with at least seventy-two (72) hours notice of such~~
14 ~~inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be~~
15 ~~made in those exceptional situations where arrangements of an appointment beforehand are clearly not~~
16 ~~possible or clearly inappropriate due to the nature of the inspections or evaluations.~~

17 ~~—E.~~ D. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
18 services.

19 ~~E.~~ E. AUDIT RESPONSE

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

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

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

37 ~~X. LICENSES AND LAWS~~ X. LICENSES AND LAWS

1 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
2 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and
3 exemptions necessary for the provision of services hereunder and required by the laws and regulations
4 of the United States, the State of California, COUNTY, and any other applicable governmental agencies.
5 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
6 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
7 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

11 1. ~~Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~
12 ~~Treatment Modernization Act of 2009.~~

13 ~~2. 31 USC 7501.70, Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).~~

14 ~~2. 3. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as~~
15 ~~it may exist now, or be hereafter amended, and if applicable.~~

16 ~~3. 42 USC. 12101 et seq., the 4. The Americans with Disabilities Act of~~
17 ~~1990 (42 U.S.C.A. 12101 et seq.).~~

18 ~~5. 42 CFR, Public Health.~~

19 ~~4. WIC § 6. Public Law 103 227, Pro Children Act of 1994.~~

20 ~~7. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.~~

21 ~~8. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the~~
22 ~~Elderly and Dependent Adults.~~

23 ~~9. 5. 45 CFR Part 76, Drug Free Work Place.~~

24 ~~10. California Code of Regulations, Title 9, Division 4.~~

25 ~~11. California Code of Regulations 6. CCR, Title 22.~~

26 ~~12. California Health and Safety Code, Divisions 10.5 and 10.6.~~

27 ~~13 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant~~
28 ~~Policy Statement.~~

29 ~~14. Office of Management and Budget (8. OMB) Circulars A-87, A-89, A-110, A-122 and~~
30 ~~A-133.~~

31 ~~9. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~
32 ~~Treatment Extension Act of 2009.~~

33 ~~10. 42 CFR, Public Health.~~

34 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

37 a. In the case of an individual contractor, his/her name, date of birth, social security

1 number, and residence address;

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

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

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

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

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

17
18 **XI. ~~MAXIMUM OBLIGATION~~ LITERATURE**

19 ~~—~~ A. Any literature, including educational and promotional materials, distributed by
20 CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's
21 services are supported by federal, state and county funds, as appropriate. For the purposes of this
22 Agreement, distribution of such literature shall include written materials as well as electronic media
23 such as the Internet.

24 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,
25 presently existing or later established, of the other party nor its employees in any advertisement, press
26 release or publicity with reference to this Agreement without the prior written approval of the other
27 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to
28 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted
29 provider of Public Health Medical Services for the residents of Orange County as provided in
30 Subparagraph A above. ADMINISTRATOR may include reference to Public Health Medical Services
31 provided by CONTRACTOR in informational materials relating to the continuum of care provided
32 using federal, state and county funds.

33
34 **XII. MAXIMUM OBLIGATION**

35 ~~—~~ A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
36 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified ~~on~~
37 ~~Page 3~~ in the Referenced Contract Provisions of this Agreement.

1 B. ADMINISTRATOR may increase the Total Maximum Obligation by an amount not to exceed
 2 ten percent (10%) of Period One ~~and/or Period Two~~ funding for this Agreement, or decrease the Total
 3 Maximum Obligation for Period One and/or Period Two in accordance with the Budget Paragraph of
 4 Exhibit A to this Agreement.

6 XIII. ~~NONDISCRIMINATION~~ NONDISCRIMINATION

7 A. EMPLOYMENT

8 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
 9 discriminate against any employee or applicant for employment because of his/her ethnic group
 10 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
 11 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall
 12 ~~warrant~~ attest that the evaluation and treatment of employees and applicants for employment are free
 13 from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or
 14 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
 15 for training, including apprenticeship. There shall be posted in conspicuous places, available to
 16 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States
 17 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity
 18 clause.

19 2. All solicitations or advertisements for employees placed by or on behalf of
 20 CONTRACTOR and its subcontractors shall state that all qualified applicants will receive consideration
 21 for employment without regard to their ethnic group identification, race, religion, ancestry, color, creed,
 22 sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical
 23 or mental disability. Such requirement shall be deemed fulfilled by use of the phrase “an equal
 24 opportunity employer.”

25 3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity
 26 Clause to each labor union with which CONTRACTOR has a collective bargaining agreement.

27 B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the
 28 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 29 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
 30 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
 31 Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~ USC §2000d) and all other pertinent rules and
 32 regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all
 33 may now exist or be hereafter amended or changed.

34 C. PERSONS WITH DISABILITIES ~~—~~ CONTRACTOR agrees to comply with the provisions of
 35 §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~ USC 794 et seq., as implemented in 45 CFR 84.1 et
 36 seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~ USC 12101, et seq.), pertaining to
 37 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.

-XIV. 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 ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by ~~electronic mail~~ Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified ~~on Page 3~~ 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 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.

E. In the event of a death, notification shall be made in accordance with the Notification of Death ~~paragraph~~ Paragraph of this Agreement.

//

//

XV. NOTIFICATION OF DEATH

1 A. NON-TERMINAL ILLNESS DEATH

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

7 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver
8 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

9 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain
10 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
11 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

12 B. TERMINAL ILLNESS DEATH

13 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
14 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
15 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the
16 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
17 CONTRACTOR's officers or employees with knowledge of the incident.

18 2. If there are any questions regarding the cause of death of any person served hereunder who
19 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
20 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with
21 ~~subparagraph~~ Subparagraph A. above.

22
23 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

24 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
25 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
26 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

27 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
28 75055(a), 75343(a), and 77143(a).

29 2. State of California, ~~Department of Alcohol and Drug Programs Reporting System (ASRS)~~
30 ~~manual.~~

31 ~~3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)~~
32 ~~manual.~~

33 ~~4. State of California, Health and Safety Code §123145.~~

34 ~~5. 3. Title~~ 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical
36 safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or
37 unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and~~

1 ~~Accountability Act of 1996 (HIPAA)~~, federal and state regulations and/or ~~COUNTY HIPAA Policies~~
2 ~~(see COUNTY HIPAA P&P 1-2)~~. CHPP. CONTRACTOR shall mitigate to the extent practicable, the
3 known harmful effect of any use or disclosure of ~~protected health information~~ PHI made in violation of
4 federal or state regulations and/or COUNTY policies.

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

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

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

13 F. CONTRACTOR shall ~~be informed through this Agreement that HIPAA has broadened the~~
14 ~~definition of medical records and identified this new record set as a Designated Record Set (DRS).~~
15 ~~CONTRACTOR shall~~ ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients,
16 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
17 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or
18 for a covered entity that is:

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

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

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

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

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

29 2. Provide auditor or other authorized individuals access to documents via a computer
30 terminal, in a manner to be determined by CONTRACTOR, consistent with CONTRACTOR's
31 electronic records security policy and Federal and State Law.

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

34 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
35 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~
36 ~~(hereinafter "PHI")~~. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
37 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone

1 and email or facsimile.

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

5 ~~I. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the~~
6 ~~commencement of the contract, unless a longer period is required due to legal proceedings such as~~
7 ~~litigations and/or settlement of claims.~~

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

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

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

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

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

23
24 **XVII. SEVERABILITY**

25 ~~N. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request~~
26 ~~within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that~~
27 ~~is requested by the PRA request.~~

28
29 **XVI. SEVERABILITY**

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

35 //

36 **XVIII. STATUS OF CONTRACTOR** **STATUS OF CONTRACTOR**

37 Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly

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

10 **XIX. ~~TERM~~ TERM**

11 The term of this Agreement shall commence and terminate as specified ~~on Page 3~~ in the Referenced
 12 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this
 13 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
 14 normally extend beyond this term, including but not limited to, obligations with respect to
 15 confidentiality, indemnification, audits, reporting and accounting.
 16

17 **XX. ~~TERMINATION~~ TERMINATION**

18 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
 19 written notice given the other party.
 20

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

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

- 27 1. The loss by CONTRACTOR of legal capacity.
- 28 2. Cessation of services.
- 29 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 30 another entity without the prior written consent of COUNTY.
- 31 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 32 required pursuant to this Agreement.
- 33 5. The loss of accreditation or any license required by the Licenses and Laws
 34 ~~paragraph~~ Paragraph of this Agreement.
- 35 6. The continued incapacity of any physician or licensed person to perform duties required
 36 pursuant to this Agreement.
- 37 7. Unethical conduct or malpractice by any physician or licensed person providing services

1 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
2 removes such physician or licensed person from serving persons treated or assisted pursuant to this
3 Agreement.

4 D. CONTINGENT FUNDING

5 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

- 6 a. The continued availability of federal, state and county funds for reimbursement of
- 7 COUNTY's expenditures, and
- 8 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
- 9 approved by the Board of Supervisors.

10 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
11 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
12 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
13 funding, CONTRACTOR shall not be obligated to accept the renegotiated to accept the renegotiated
14 terms.

15 ~~E. In the event this Agreement is terminated prior to the completion of the term as specified on~~
16 ~~Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum~~
17 ~~Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.~~

18 ~~F.~~ In the event this Agreement is terminated by either party, after receiving a Notice of
19 Termination CONTRACTOR shall do the following:

- 20 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 21 is consistent with recognized standards of quality care and prudent business practice.
- 22 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 23 performance during the remaining contract term.

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

26 ~~G~~ 3. If clients are to be transferred to another facility for services, furnish
27 ADMINISTRATOR, upon request, all client information and records deemed necessary by
28 ADMINISTRATOR to effect an orderly transfer.

29 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
30 client's best interests.

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

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

36 #

37 ~~XXI. THIRD PARTY BENEFICIARY~~

THIRD PARTY BENEFICIARY

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

~~XXII. 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.

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

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

3 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL
4 CORPORATION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE UNIVERSITY
5 PHYSICIANS & SURGEONS
6

7 BY: _____ DATED: _____
8

9 TITLE: _____
10

11 BY: _____ DATED: _____
12

13 TITLE: _____
14

15 COUNTY OF ORANGE

16 BY: _____ DATED: _____
17

18 ~~CHAIR OF THE BOARD OF SUPERVISORS~~
19 ~~SIGNED AND CERTIFIED THAT A COPY~~
20 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
21 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
22 ATTEST:

23 _____ DATED: _____
24

25 ~~DARLENE J. BLOOM~~
26 ~~Clerk of the Board of Supervisors~~
27 ~~Orange County, California~~
28

29 HEALTH CARE AGENCY
30

31 APPROVED AS TO FORM
32 OFFICE OF THE COUNTY COUNSEL
33 ORANGE COUNTY, CALIFORNIA
34

35 BY: _____ DATED: _____
36

37 DEPUTY

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 HCA ADMINISTRATOR.

EXHIBIT A

~~TO-AGREEMENT WITH~~ FOR PROVISION OF
PRIMARY MEDICAL CARE PHYSICIAN SERVICES

BETWEEN

COUNTY OF ORANGE

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
A CONSTITUTIONAL CORPORATION, ON BEHALF OF
UNIVERSITY OF CALIFORNIA, IRVINE UNIVERSITY PHYSICIANS & SURGEONS

~~PRIMARY MEDICAL CARE PHYSICIAN SERVICES~~

~~MARCH 1, 2011 THROUGH FEBRUARY 28, 2013~~

I. 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: ~~2010~~2012

CFDA#: 93.914

Program Title: HIV Emergency Relief Project Grants (B)

Federal Agency: Department of Health and Human Services

Award Name: AIDS Early Intervention Program (indirect)

Period One Amount: \$115,000 (estimated)

Period Two Amount: \$115,000 (estimated)

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

//

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

4 **II. CULTURAL COMPETENCY**

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

11 **III. PAYMENTS**

12 COUNTY shall pay CONTRACTOR for physician services provided as specified in the Services
13 ~~paragraph~~ Paragraph of ~~this~~ Exhibit A to ~~this~~ the Agreement, at the rate of \$115.00 per hour.
14 CONTRACTOR shall submit monthly invoices for such services and shall include the number of hours
15 of physician services provided each week and such supporting documentation as ADMINISTRATOR
16 may require.
17

18 **IV. REPORTS**

19 ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the
20 quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature
21 of information requested, and allow thirty (30) calendar days for CONTRACTOR to respond.
22

23 **V. SERVICES**

24 A. CONTRACTOR shall provide HIV Primary Care and Consultation Services for an average of
25 two hundred fifty (250) hours per quarter in a County-operated clinic. ~~The~~ For Period One the first
26 quarter shall be for the period from March 1, ~~2011~~2013 through May 31, ~~2011~~2013. The second
27 quarter shall be for the period from June 1, ~~2011~~2013 through August 31, ~~2011~~2013. The third quarter
28 shall be for the period from September 1, ~~2011~~2013 through November 30, ~~2011~~2013. The fourth
29 quarter shall be for the period from December 1, ~~2011~~2013 through February 29, ~~2012~~2014. For Period
30 Two the first quarter shall be the period March 1, 2014 through May 31, 2014. The second quarter shall
31 be for the period from June 1, 2014 through August 31, 2014. The third quarter shall be for the period
32 from September 1, 2014 through November 30, 2014. The fourth quarter shall be for the period from
33 December 1, 2014 through February 29, 2015.

34 B. CONTRACTOR shall provide physicians with Board Certification in Infectious Disease,
35 Internal Medicine, and HIV Specialist.
36

37 C. Primary Care and Consultation Services shall consist of licensed physician services and shall

1 include medical consultations and/or examinations, preparation of comprehensive histories and
2 maintenance of medical records and charts for patients, initiation of diagnosis, prescription and
3 administration of treatment, and other such duties of a similar nature as directed by COUNTY Health
4 Officer or designee.

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

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

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

14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //