

1 AGREEMENT FOR THE PROVISION OF
2 PRIMARY MEDICAL CARE PHYSICIAN SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
7 MARCH 1, ~~2009~~2011 THROUGH FEBRUARY 28, ~~2011~~2013

8
9 THIS AGREEMENT entered into this 1st day of March ~~2009~~2011, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation ~~on behalf~~
12 ~~of~~for the UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE AND THE
13 UC IRVINE UNIVERSITY PHYSICIANS & SURGEONS (CONTRACTOR). This Agreement shall
14 be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

15
16 **W I T N E S S E T H:**

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Primary Medical Care Physician Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: March 1, ~~2009~~2011 through February 28, ~~2011~~2013

“Period One” means the period from March 1, ~~2009~~2011 through February ~~28, 2010~~29, 2012

“Period Two” means the period from March 1, ~~2010~~2012 through February 28, ~~2011~~2013

Maximum Obligation:	Period One Maximum Obligation:	\$ 98,400 <u>115,000</u>
	Period Two Maximum Obligation:	98,400 <u>115,000</u>
	TOTAL CONTRACT MAXIMUM OBLIGATION:\$ 196,800 <u>230,000</u>	

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

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>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance with	\$1,000,000 <u>combined single limit</u>
<u>broad form property damage and</u>	<u>per occurrence</u>
<u>contractual liability</u>	<u>\$2,000,000 aggregate</u>
<u>Workers' Compensation</u>	<u>Statutory</u>

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

~~Note: Proof of alternate insurance coverage to adequately protect COUNTY is subject to review and approval by the County of Orange Risk Management Office.~~

I. 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.

II. COMPLIANCE

A. ~~COUNTY's Health Care Agency (HCA)~~ 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. ~~CONTRACTOR may adopt HCA's Compliance Program or establish its own. If CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that CONTRACTOR shall operate its own Compliance Program and~~ 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") ~~are made aware of CONTRACTOR's Compliance Program policies and procedures.~~

~~2. If CONTRACTOR elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance. CONTRACTOR shall ensure that Covered Individuals~~ relative to this Agreement are made aware of ~~these Policies and Procedures~~ ADMINISTRATOR's Compliance Program and related policies and procedures.

~~B. CODE OF CONDUCT Under the direction of the HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract providers has been developed.~~

~~1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph~~

~~B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA Compliance Officer.~~

~~2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct to meet minimum standards and CONTRACTOR shall either~~

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 (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.

7. Failure of CONTRACTOR to submit its Compliance Program 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. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

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

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

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

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

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~"HCA Contractor~~ ADMINISTRATOR's Code of Conduct" ~~specified in subparagraph B.3. below.~~

~~3. HCA CONTRACTOR CODE OF CONDUCT CONTRACTOR and its employees and subcontractors shall:~~

~~a. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for the services specified herein.~~

~~b. Use their best efforts to conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealings related to this Agreement and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.~~

~~c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with respect.~~

~~d. Not engage in any activity in violation of this Agreement, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.~~

~~e. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.~~

~~f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.~~

~~g. Bill only for eligible services actually rendered and fully documented and use billing codes that accurately describe the services provided.~~

~~h. Act promptly to investigate and correct problems if errors in claims or billings are discovered.~~

~~i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR believes may violate the standards of the HCA Compliance Program, or any other applicable law, regulation, rule or guideline.~~

~~j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the HCA Contractor Code of Conduct.~~

~~k. Consult with HCA's Compliance Officer if there are any questions or uncertainties of any Compliance Program standard or any other applicable law, regulation, rule or guideline.~~

~~4~~ 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.

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 ~~the HCA Contractor Code of Conduct or its own~~ 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 List of Excluded Individuals/Entities.

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; ~~unless otherwise authorized in writing by ADMINISTRATOR,~~ to ensure that they have not become Ineligible Persons.

~~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 COUNTY immediately upon such disclosure.~~

~~5. In addition to screening organizations and vendors under subcontract,~~ 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 Persons 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, ~~HCA~~ COUNTY business operations related to this Agreement.

6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or

entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be immediately removed from participating in any activity associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary from CONTRACTOR for services provided by ineligible person or individual.

D. REIMBURSEMENT STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and ~~billing~~/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 no false, fraudulent, inaccurate 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 ~~only correct~~ accurate billing codes ~~that~~ to accurately describe the services provided and to 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.

E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

III. CONFIDENTIALITY

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

B. Prior to providing any services pursuant to this Agreement, all members of the Board of

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

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

12 13 **IV. CULTURAL COMPETENCY**

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

20 21 **V. DELEGATION AND ASSIGNMENT**

22 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 23 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
 24 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
 25 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
 26 they relate to the service or activity under subcontract, and include any provisions that
 27 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of
 28 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
 29 hereunder, either in whole or in part, without the prior written consent of COUNTY.

30 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
 31 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
 32 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
 33 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
 34 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments
 35 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this
 36 paragraph.
 37

C. 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 ~~make its best effort to~~ 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. §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

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

A. CONTRACTOR agrees to indemnify, defend 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. 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.

E. COUNTY ~~attests~~ 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 insurance.

IX. 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, medical and client records, 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 and Management and Maintenance paragraph of this Agreement. Such persons may with prior written notice at all reasonable times 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. 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. COUNTY may provide CONTRACTOR with at least seventy-two (72) hours notice of such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be made in those exceptional situations where arrangements of an appointment beforehand are clearly not possible or clearly inappropriate due to the nature of the inspections or evaluations.

E. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

F. 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 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 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

G. 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.

X. LICENSES AND LAWS

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

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

1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Modernization Act of ~~2006~~2009.
2. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).
3. ~~The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).~~
4. ~~42 CFR, Public Health.~~
5. ~~State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the Elderly and Dependent Adults.~~
6. ~~45 CFR Part 76, Drug Free Work Place.~~
7. ~~California Code of Regulations, Title 9, Division 4.~~
8. ~~California Code of Regulations, Title 22~~
9. ~~California Health and Safety Code, Divisions 10.5 and 10.6.~~
10. ~~U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.~~
11. ~~Office of Management and Budget (OMB) Circulars A-89, A-110, A-122 and A-133.~~
12. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.

4. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
5. 42 CFR, Public Health.
6. Public Law 103-227, Pro-Children Act of 1994.
7. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.
8. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the Elderly and Dependent Adults.
9. 45 CFR Part 76, Drug Free Work Place.
10. California Code of Regulations, Title 9, Division 4.
11. California Code of Regulations, Title 22.
12. California Health and Safety Code, Divisions 10.5 and 10.6.
13. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
14. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122 and A-133.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

//

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

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

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

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

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

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

XI. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as specified on Page 3 of this Agreement.

B. ADMINISTRATOR may increase the Total Maximum Obligation by an amount not to exceed ten percent (10%) of Period One and/or Period Two funding for this Agreement, or decrease the Total Maximum Obligation for Period One and/or Period Two.

XII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual ~~preference~~ orientation, medical condition, or physical or mental disability. CONTRACTOR shall ~~attest~~ warrant that the evaluation and treatment of employees and applicants for employment ~~is~~ 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 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 ~~this~~the Equal Opportunity ~~Clause~~clause.

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

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

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 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C.A. §2000d) and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by ~~state~~State law and regulations, as all may now exist or be hereafter amended or changed.

C.- PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of §504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), 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 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 ~~canceled~~cancelled, terminated, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for future contracts involving federal, state, or county funds.

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XIII. 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 of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When ~~FAXed~~ faxed, transmission confirmed;
3. When sent by electronic mail; 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 of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when ~~FAXed~~ 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~~ 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 of this Agreement.

XIV. NOTIFICATION OF DEATH**A. NON-TERMINAL ILLNESS DEATH**

1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served hereunder; 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. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

3. The telephone report and written Notification of Non-Terminal Illness Death 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.

B. TERMINAL ILLNESS DEATH

1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of

any person served hereunder. The Notification of Terminal Illness Death 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.

2. If there are any questions regarding the cause of death of any person served hereunder 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 subparagraph A. above.

XV. 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, which ~~are listed below~~ include, but are not limited to:

1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§70751(c), 71551(c), 73543(a), 74731(a), 75055—Retention of records by outpatient medical facilities(a), 75343(a), and 77143(a).~~

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

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

4. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

~~5. State of California, Health and Safety Code §§123100—1231495.123145.~~

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

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

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

~~E.~~ 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.

~~D~~E. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 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.

~~E~~G. CONTRACTOR shall ensure ~~all HIPAA DRS compliance with~~ requirements ~~are met~~. ~~HIPAA requires that clients, participants, patients, etc., be provided the right to access or receive a copy~~ pertaining to the privacy and security of ~~their DRS and/or request addendum to their records~~ personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

~~F~~H. 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.

I. CONTRACTOR shall retain all financial records for a minimum of five (5) 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.

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

~~H~~K. 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.

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

~~J~~M. 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.

N. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request

within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XVI. 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.

XVII. 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, ~~and~~ consultants, ~~and subcontractors~~ 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, 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.

XVIII. TERM

The term of this Agreement shall commence and terminate as specified on Page 3 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.

XIX. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ~~ninety (90)~~ thirty (30) calendar days written notice given the other party.

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

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

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

17 D. CONTINGENT FUNDING

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

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

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

- 32 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
33 is consistent with recognized standards of quality care and prudent business practice.
- 34 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
35 performance during the remaining contract term.
- 36 3. Until the date of termination, continue to provide the same level of service required by this
37 Agreement.

1 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
2 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

3
4 **XX. THIRD PARTY BENEFICIARY**

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

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8 **XXI. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

5 BY: _____ DATED: _____

6 ~~SUSAN J. RAYBURN, Vice President~~
7 ~~Contracting and Network Development~~
8

9 TITLE: _____
10

11 COUNTY OF ORANGE
12

13
14 BY: _____ DATED: _____

15 CHAIR OF THE BOARD OF SUPERVISORS
16

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

21
22 _____ DATED: _____

23 DARLENE J. BLOOM
24 Clerk of the Board of Supervisors
25 Orange County, California
26

27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31 BY: _____ DATED: _____

32 DEPUTY
33

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

EXHIBIT A
TO AGREEMENT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PRIMARY MEDICAL CARE PHYSICIAN SERVICES
MARCH 1, ~~2009~~2011 THROUGH FEBRUARY 28, ~~2011~~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 ~~2006~~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

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.

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

II. PAYMENTS

COUNTY shall pay CONTRACTOR for physician services provided as specified in the Services paragraph of Exhibit A to this Agreement, at the rate of \$115.00 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.

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III. REPORTS

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.

IV. SERVICES

A. CONTRACTOR shall provide HIV Primary Care and Consultation Services for an average of ~~sixteen (16)~~ two hundred fifty (250) hours per ~~week~~ quarter in a County-operated clinic. The first quarter shall be for the period from March 1, 2011 through May 31, 2011. The second quarter shall be for the period from June 1, 2011 through August 31, 2011. The third quarter shall be for the period from September 1, 2011 through November 30, 2011. The fourth quarter shall be for the period from December 1, 2011 through February 29, 2012.

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 ~~sixteen (16)~~ two hundred fifty (250) hours per ~~week~~ 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 Exhibit A to this Agreement.

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

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