

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~~2008 THROUGH FEBRUARY 28, ~~2011~~2009

8
9 THIS AGREEMENT entered into this 1st day of March ~~2009~~2008, 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 of
12 the UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE AND THE
13 UC ~~IRVINE~~ UNIVERSITY PHYSICIANS & ~~AND~~ SURGEONS (CONTRACTOR). This Agreement
14 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

15
16 WITNESSETH:

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~~2008~~ through February 28, 2011~~2009~~

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

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

Maximum Obligation:	Period One Maximum Obligation:	\$ — \$98,400
	Period Two Maximum Obligation:	98,400
	TOTAL CONTRACT MAXIMUM OBLIGATION:	\$196,800

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

1 Comprehensive General Liability Insurance \$1,000,000

2 Sexual Misconduct \$1,000,000

3
4 Note: Proof of alternate insurance coverage to adequately protect COUNTY is subject to review and
5 approval by the County of Orange Risk Management Office.

6 **I. ALTERATION OF TERMS**

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

12
13 **II. COMPLIANCE**

14 | A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose
15 of ensuring adherence to all rules and regulations related to federal and state health care programs.

16 1. CONTRACTOR may adopt HCA's Compliance Program or establish its own. If
17 CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge
18 existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that
19 CONTRACTOR shall operate its own Compliance Program and shall ensure that its employees,
20 subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agent, if
21 appropriate, ("Covered Individuals") are made aware of CONTRACTOR's Compliance Program
22 policies and procedures.

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

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

29 1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the
30 option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that
31 CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph
32 B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for
33 review and comparison to federal, state and county standards by the HCA Compliance Officer.

34 2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance
35 Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct
36 to meet minimum standards and CONTRACTOR shall either take necessary action to meet said
37 standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct"

1 specified in subparagraph B.3. below.

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

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

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

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

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

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

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

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

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

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

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

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

29 4. Failure of CONTRACTOR to submit the acknowledgement of the HCA Contractor Code of
30 Conduct or its own Code of Conduct shall constitute a material breach of this Agreement, and failure to
31 cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
32 constitute grounds for termination of this Agreement as to the non-complying party.

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

1 1. Ineligible Person shall be any individual or entity who:
2 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
3 federal health care programs; or

4 //

5 //

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

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

12 3. CONTRACTOR shall screen all current Covered Individuals annually, unless otherwise
13 authorized in writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CONTRACTOR
18 shall also request that its subcontractors use their best efforts to verify that they are eligible to
19 participate in all federal and State of California health programs and have not been excluded or debarred
20 from participation in any federal or state health care programs, and to further represent to
21 CONTRACTOR that they do not have any Ineligible Persons in their employ or under contract.

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

28 **D. REIMBURSEMENT STANDARDS**

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

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

36 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
37 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes

1 that accurately describe the services provided.

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

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

6 1. CONTRACTOR shall use its best efforts to encourage attendance at Compliance Training
7 by Covered Individuals.

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

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

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

14
15 **III. CONFIDENTIALITY**

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

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

25 C. However, COUNTY understands and agrees that CONTRACTOR is a public institution,
26 subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a
27 request to produce this Agreement, or identify any term, condition, or aspect of this Agreement,
28 CONTRACTOR will contact COUNTY to advise of such request to release this information.

29
30 **IV. DELEGATION AND ASSIGNMENT**

31 | A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
32 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
33 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
34 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to
35 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may
36 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
37 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY.

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

9 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
10 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
12 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
13 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
14 paragraph shall be void.

15 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

16
17 | CONTRACTOR ~~attests~~~~warrants~~ that it ~~shall make its best effort to~~ fully ~~comply~~~~complies~~ with all
18 federal and state statutes and regulations regarding the employment of aliens and others and to ensure
19 that ~~all its~~ employees, ~~subcontractors and consultants~~ performing work under this Agreement meet the
20 citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR
21 shall obtain, from all employees, ~~subcontractors and consultants~~ performing work hereunder, all
22 verification and other documentation of employment eligibility status required by federal or state
23 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
24 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR
25 shall retain all such documentation for all covered employees ~~for the period prescribed by the law,~~
26 ~~subcontractors and consultants for the period prescribed by the law. CONTRACTOR shall indemnify,~~
27 ~~defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents,~~
28 ~~officers, and employees from employer sanctions and any other liability which may be assessed against~~
29 ~~CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or state~~
30 ~~statutes or regulations pertaining to the eligibility for employment of any persons performing work~~
31 ~~under this Agreement.~~

32 **VI. FACILITIES, PAYMENTS AND SERVICES**

33
34 | CONTRACTOR agrees to provide the services and staffing, in accordance with Exhibit A to this
35 Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
36 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
37 minimum number and type of staff which meet applicable federal and state requirements, and which are

1 necessary for the provision of the services hereunder.

3 **VII. INDEMNIFICATION AND INSURANCE**

4 | A. CONTRACTOR ~~agrees to~~ shall indemnify, defend ~~with counsel approved in writing by~~
 5 COUNTY, ~~which approval shall not be unreasonably withheld,~~ and hold COUNTY, its elected and
 6 appointed officials, officers, employees, agents and those special districts and agencies ~~for~~ which ~~the~~
 7 COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless
 8 from ~~and against~~ any ~~claims, demands, including defense costs, or~~ ~~and all~~ liability of any kind or nature,
 9 including but not limited to personal ~~, loss, expense, or claims for~~ injury or ~~property damage,~~ damages
 10 arising ~~from or related to the services, products or other~~ ~~out of the~~ performance ~~provided by~~ of this
 11 Agreement, ~~but only in proportion to and to the extent such liability, loss, expense or claims for injury~~
 12 ~~or damages are caused by or result from the negligent or intentional acts or omissions, including the~~
 13 ~~actual or alleged sexual misconduct of~~ CONTRACTOR pursuant to this Agreement. If judgment is
 14 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 15 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 16 COUNTY agree that

17 // ~~liability will be apportioned as determined by the court. Neither party shall request a jury~~
 18 ~~apportionment, its officers, employees, or agents.~~

20 B. COUNTY ~~agrees to~~ shall indemnify, defend ~~with counsel approved in writing by~~
 21 CONTRACTOR, ~~which approval shall not be unreasonably withheld,~~ and hold CONTRACTOR, its
 22 ~~appointed officials,~~ officers, employees, ~~and~~ agents, ~~directors, members, shareholders and/or affiliates~~
 23 harmless from ~~and against~~ any ~~and all liability, loss, expense, or claims, demands, for injury or damages~~
 24 ~~arising out of the performance of this Agreement, but only in proportion to and to the extent such~~
 25 ~~liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or~~
 26 ~~intentional acts or omissions~~ including ~~defense costs, or liability of any kind or nature, including but not~~
 27 ~~limited to personal injury or property damage, arising from or related to the services, products or other~~
 28 ~~performance provided by~~ ~~the actual or alleged sexual misconduct of~~ COUNTY ~~pursuant,~~ ~~its officers,~~
 29 ~~employees, or agents.~~

30 ~~— C. Neither termination of this Agreement nor completion of the acts to be performed under this~~
 31 ~~Agreement shall release any party from its obligation to~~ this Agreement. If judgment is entered against
 32 ~~indemnify as to claims or cause of action asserted.~~

33 ~~— D. COUNTY and CONTRACTOR~~ by a court of competent jurisdiction because of the concurrent
 34 active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree ~~warrant~~ that liability will
 35 be apportioned as determined by the court. Neither party shall request a jury apportionment.

36 C. Each party agrees to provide the indemnifying party with written notification of any claim
 37 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days

1 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
2 each party shall cooperate with the indemnifying party in its defense.

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

8 E. COUNTY attests that it is self-insured or maintains ~~they are self-insured or maintain~~ policies of
9 insurance placed with reputable insurance companies licensed to do business in the State of California
10 which insures the perils of bodily injury, medical, professional liability, and property damage. Upon
11 request by CONTRACTOR, COUNTY shall provide evidence of such insurance.

12
13 **VIII. INSPECTIONS AND AUDITS**

14 ~~— A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative~~
15 ~~of the State of California, the Secretary of the United States Department of Health and Human Services,~~
16 ~~the Comptroller General of the United States, or any other of their authorized representatives, shall have~~
17 ~~access to any books, documents, and records, including but not limited to, medical and client records, of~~
18 ~~CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a~~
19 ~~beneficiary complaint or, conducting an audit, review, evaluation, or examination, or making transcripts~~
20 ~~during the periods of retention set forth in the Records paragraph of Exhibit A to this Agreement.~~
21 ~~COUNTY shall provide CONTRACTOR with at least fifteen (15) days written prior notice of such~~
22 ~~inspection or evaluation; provided, however, that the State of California, or duly authorized~~
23 ~~representative, which may include COUNTY, shall be required to provide at least seventy two (72)~~
24 ~~hours notice for its onsite inspections and evaluations. Unannounced inspections, evaluations, or~~
25 ~~requests for information may be made in those situations where arrangement of an appointment~~
26 ~~beforehand is not possible or inappropriate due to the nature of the inspection or evaluation.~~

27 ~~— B. CONTRACTOR shall actively participate and cooperate with any person specified in~~
28 ~~subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this~~
29 ~~Agreement, and shall provide the above mentioned persons adequate office space to conduct such~~
30 ~~evaluation or monitoring.~~

31 #

32 ~~— C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of~~
33 ~~services.~~

34 ~~— D. AUDIT RESPONSE~~

35 ~~— 1. Following an audit report, in the event of non-compliance with applicable laws and~~
36 ~~regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement~~
37 ~~as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement~~

1 ~~appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in~~
2 ~~writing within sixty (60) calendar days after receiving notice from ADMINISTRATOR.~~

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

10
11 ~~IX.~~ **LICENSES AND LAWS**

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

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

- 22 1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
23 Treatment Modernization Act of 2006.
- 24 2. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).
- 25 3. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
- 26 4. 42 CFR, Public Health.
- 27 5. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the
28 Elderly and Dependent Adults.
- 29 6. 45 CFR Part 76, Drug Free Work Place.
- 30 7. California Code of Regulations, Title 9, Division 4.
- 31 8. California Code of Regulations, Title 22
- 32 9. California Health and Safety Code, Divisions 10.5 and 10.6.
- 33 10. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
34 Statement.
- 35 11. Office of Management and Budget (OMB) Circulars A-89, A-110, A-122 and
36 A-133.
- 37 12. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist

1 now, or be hereafter amended, and if applicable.

2 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

23 //

24 **IX. MAXIMUM OBLIGATION**

25 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is
26 as specified on Page 3 of this Agreement.

27
28 **XI. NONDISCRIMINATION**

29 A. EMPLOYMENT

30 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
31 discriminate against any employee or applicant for employment because of his/her ethnic group
32 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
33 over), sexual preference, medical condition, or physical or mental disability. CONTRACTOR shall
34 attest ~~warrant~~ that the evaluation and treatment of employees and applicants for employment is free from
35 discrimination in the areas of: employment, promotion, demotion or transfer; recruitment or recruitment
36 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
37 including apprenticeship. There shall be posted in conspicuous places, available to employees and

1 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
2 Employment Opportunity Commission setting forth the provisions of this Equal Opportunity Clause.

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

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

11 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
12 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
13 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
14 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
15 Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §2000d and all other pertinent rules and
16 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
17 may now exist or be hereafter amended or changed.

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

23 //

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

29 E. Upon a finding of discrimination by the Equal Employment Opportunity Commission, State
30 Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhaustion
31 of any and all appeals, this Agreement may be canceled, terminated, or suspended, in whole or in part,
32 and CONTRACTOR may be declared ineligible for future contracts involving federal, state or county
33 funds.

34
35 **XIXH. NOTICES**

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

1 1. When written and deposited in the United States mail, first class postage prepaid and
2 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

3 2. When FAXed, transmission confirmed;

4 3. When sent by electronic mail; or

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

7 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
8 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
9 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
10 expedited delivery service.

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

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

17
18 **XII. RECORDS MANAGEMENT AND MAINTENANCE**

19 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
20 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
21 accordance with this Agreement and all applicable requirements, which are listed below, but not limited

22 to:

23 //

24 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
25 by outpatient medical facilities.

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

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

30 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

31 5. State of California, Health and Safety Code §§123100 – 123149.5.

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

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

37 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the

1 definition of medical records and identified this new record set as a Designated Record Set (DRS).
2 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

8 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
9 clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or
10 request addendum to their records.

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

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

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

20 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
21 may provide written approval to CONTRACTOR to change the record location criteria.

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

24 **XIII. SEVERABILITY**

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

31 **XIV. STATUS OF CONTRACTOR**

32 | Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly
33 responsible for the manner in which it performs the services required of it by the terms of this
34 Agreement. Each party is entirely responsible for compensating staff, ~~and~~ consultants, and
35 subcontractors employed by that party. This Agreement shall not be construed as creating the
36 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
37 or any of either party's employees, agents, consultants, or subcontractors. Each party assumes

1 exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they
2 relate to the services to be provided during the course and scope of their employment. Each party, its
3 agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other party's
4 employees and shall not be considered in any manner to be employees of the other party.

5
6 **XV. TERM**

7 | The term of this Agreement shall commence and terminate as specified on Page 3 of this
8 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
9 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
10 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
11 reporting and accounting.

12
13 **XVI. TERMINATION**

14 | A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days
15 written notice given the other party.

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

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

- 22 1. The loss by CONTRACTOR of legal capacity.
- 23 2. Cessation of services.
- 24 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
25 another entity without the prior written consent of COUNTY.
- 26 4. The habitual neglect by any physician or licensed person employed by CONTRACTOR of
27 any duty required pursuant to this Agreement.
- 28 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this
29 Agreement.
- 30 6. The continued incapacity of any physician or licensed person to perform duties required
31 pursuant to this Agreement.
- 32 7. Unethical conduct or malpractice by any physician or licensed person providing services
33 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
34 removes such physician or licensed person from serving persons treated or assisted pursuant to this
35 Agreement.

36 **D. CONTINGENT FUNDING**

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

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

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

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

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

12 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

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

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

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24 **XVII. THIRD PARTY BENEFICIARY**

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

27
28 **XVIII. WAIVER OF DEFAULT OR BREACH**

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

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

26
27 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

28
29 BY: _____ DATED: _____
30 SUSAN J. RAYBURN, Vice President
31 Contracting and Network Development
32

33
34 COUNTY OF ORANGE
35

36
37 BY: _____ DATED: _____

CHAIR OF THE BOARD OF SUPERVISORS

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

DARLENE J. BLOOM
Clerk of the Board of Supervisors
Orange County, California

DATED: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____
DEPUTY

DATED: _____

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.

EXHIBIT A
TO AGREEMENT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PRIMARY MEDICAL CARE PHYSICIAN SERVICES
MARCH 1, ~~2009~~2008 THROUGH FEBRUARY 28, ~~2011~~2009

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, 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.

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~~\$100.00 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.

III. RECORDS

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

~~B. RECORDS RETENTION~~

~~1. 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.~~

~~2. CONTRACTOR may be required to retain records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

~~3. 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.~~

~~4. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to change the record location criteria.~~

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2 ~~IV.~~ **REPORTS**

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

6
7 ~~IV.~~ **SERVICES**

8 A. CONTRACTOR shall provide HIV Primary Care and Consultation Services for an average of
9 sixteen (16) ~~eighteen (18)~~ hours per week in a County-operated clinic.

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

15 C. CONTRACTOR shall be compensated for any physician hours provided in a County-operated
16 clinic. Services in excess of sixteen (16) ~~eighteen (18)~~ hours per week will be compensated only when
17 requested and authorized by ADMINISTRATOR. All physician hours will be compensated in
18 accordance with and at the rates specified in the Payments paragraph of Exhibit A to this Agreement.

19 D. CONTRACTOR shall provide physician services in accordance with a schedule established by
20 ADMINISTRATOR.

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