

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

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

~~A CONSTITUTIONAL CORPORATION~~ AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE
CALIFORNIA CONSTITUTION, ON BEHALF OF

~~UC~~ UNIVERSITY OF CALIFORNIA, IRVINE HEALTH PHYSICIANS & SURGEONS

MARCH 1, ~~2015~~ 2017 THROUGH FEBRUARY ~~28, 2017~~ 29, 2020

THIS AGREEMENT entered into this 1st day of March ~~2015~~ 2017, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ~~A CONSTITUTIONAL CORPORATION, ON BEHALF OF UC~~, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE HEALTH PHYSICIANS & SURGEONS (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: March 1, ~~2015~~2017 through February ~~28, 2017~~29, 2020

Period One means the period from March 1, ~~2015~~2017 through February ~~29, 2016~~28, 2018

Period Two means the period from March 1, ~~2016~~2018 through February 28, ~~2017~~2019

Period Two means the period from March 1, 2019 through February 29, 2020

Maximum Obligation:

Period One Maximum Obligation: \$~~115~~150,000

Period Two Maximum Obligation: ~~115~~150,000

Period Three Maximum Obligation: 150,000

TOTAL CONTRACT MAXIMUM OBLIGATION: \$~~230~~450,000

Basis for Reimbursement: Fee-for-Service

Payment Method: ~~Fee-for-Service~~Monthly in Arrears

Contractor DUNS Number: 04-670-5849

Contractor Tax ID Number: 95-2226406

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: UC Irvine Health Physicians & Surgeons
333 City Boulevard West, Suite ~~160~~200
Orange, CA 92868
Attn: ~~Susan J. Rayburn, Vice President~~Connie Wong, Director, Contracting and
Network Development
E-mail: ~~Sjraybur~~connie.wong@uci.edu

#

I. ACRONYMS

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

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

1	AI. TB	Tuberculosis
2	AJ. UCIMC	University of California Irvine Medical Center
3	AK. USC	United States Code
4	AL. WIC	State of California Welfare and Institutions Code

6 **II. ALTERATION OF TERMS**

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

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

15 **III. COMPLIANCE**

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

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

21 2. CONTRACTOR has the option to adhere to ~~ADMINISTRATOR's~~ HCA's Compliance
22 Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program
23 and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's
24 Compliance Officer as described in subparagraphs below.

25 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
26 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
27 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
28 Compliance Program and Code of Conduct.

29 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
30 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures
31 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
32 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program
33 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to
34 meet said standards or shall be asked to acknowledge and agree to ~~the ADMINISTRATOR's~~ HCA's
35 Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of
36 Conduct does not contain all required elements.

37 //

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

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

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

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

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

4. CONTRACTOR shall screen all current Covered Individuals ~~and subcontractors~~ semi- annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and

State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract ~~directly providing services relative to this Agreement.~~

5. 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 if it becomes aware that a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

C. 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 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. ADMINISTRATOR may waive this requirement upon approval of CONTRACTOR's Compliance Program.

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.

D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner

and are consistent with federal, state and county laws and regulations.

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

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

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

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

IV. CONFIDENTIALITY

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

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

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

V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

2. If CONTRACTOR is a for-profit organization, 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 Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

4. This provision shall not be applicable to service agreements usually and customarily

entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants, and medical services not provided directly by CONTRACTOR, including, but not limited to, dialysis.

VI. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status ~~requirement~~ requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, ~~and shall use best efforts to obtain from subcontractors, and consultants~~ 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 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, ~~subcontractors, and consultants~~ for the period prescribed by the law.

VII. FACILITIES, PAYMENTS AND SERVICES

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

~~—B~~ B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,

agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement, but only in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or resulting from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents. If judgement is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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.

~~C. D.~~ Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance, or maintain a program of self-insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage or maintain equivalent self-insurance during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance or equivalent self-insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. ~~CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.~~

D. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

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

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of

Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits*</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$35,000,000 per claims made or per occurrence <u>\$5,000,000 aggregate</u>
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

I. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

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

II. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, but limited to the indemnity obligations contained in Subparagraph VIII.A. above-, which shall accompany the COI:

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

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance

is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

~~KL~~. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

~~LM~~. Contractor shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium ~~and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this contract.~~

~~MN~~. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

~~NO~~. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

~~OP~~. Throughout the term of this AGREEMENT and upon written mutual agreement between COUNTY and CONTRACTOR, the insurance minimum limits and coverage as set forth in Subparagraph VIII.H. above may be increased or decreased. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

~~RS~~. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to, or at the time of, execution of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph ~~FH~~ of this Agreement.
2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

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

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

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

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

~~d. [REDACTED] c.~~ Notwithstanding the above, endorsements shall not be required in the case of self-insurance.

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

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

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, financial statements, general ledgers, relevant accounting systems, medical and client records, (provided such disclosure is permitted under HIPAA, as defined in subject to Article X, Paragraph C of this Agreement, and all other applicable privacy laws and regulations), of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times; ~~upon prior written notice,~~ inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in

Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

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

~~D. 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.~~

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action 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.

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

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

X. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,

1 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 2 required by the laws, regulations and requirements of the United States, the State of California,
 3 COUNTY, and all other applicable governmental agencies. ~~CONTRACTOR shall notify~~
 4 ~~ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the~~
 5 ~~pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers~~
 6 ~~and exemptions necessary for the provision of the services hereunder. Said inability shall be cause for~~
 7 ~~termination of this Agreement.~~

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

- 11 ~~1. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200.~~
- 12 ~~2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.~~
- 13 ~~3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.~~
- 14 ~~4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.~~
- 15 ~~5. 45 CFR Part 76, Drug-Free Work Place.~~
- 16 ~~6. CCR, Title 22.~~
- 17 ~~7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy~~
 18 ~~Statement.~~
- 19 ~~8. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~
 20 ~~Treatment Extension Act of 2009.~~
- 21 ~~9. 42 CFR, Public Health, Part 2.1, 2.2, H&SC 11845.5~~

22 ~~C. The parties acknowledge that each is a Covered Entity, as defined by the Health Insurance~~
 23 ~~Portability and Accountability Act (HIPAA) and is responsible for complying with said regulations for~~
 24 ~~purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own~~
 25 ~~purposes. Except as otherwise limited by said regulations or law, CONTRACTOR shall provide to~~
 26 ~~COUNTY, and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on~~
 27 ~~behalf of, CONTRACTOR as specified in this Agreement, provided that such use or disclosure would~~
 28 ~~not violate the Privacy Rule if done by CONTRACTOR or the Minimum Necessary policies and~~
 29 ~~procedures of CONTRACTOR as required and/or defined by HIPAA.~~

30 ~~D. CONTRACTOR attests, to the best of its knowledge, that all CONTRACTOR physicians~~
 31 ~~providing services under this Agreement are and will continue to be as long as this Agreement remains~~
 32 ~~in effect, the holders of currently valid licenses to practice medicine in the State of California and are~~
 33 ~~members in good standing of the medical staff of CONTRACTOR's facility.~~

34 ~~E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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.

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

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

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

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

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

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

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

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

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

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

11. ARRA of 2009.

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

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

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

XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

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

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

XII. MAXIMUM OBLIGATION

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

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

XIII. MINIMUM WAGE LAWS

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

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

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

XIV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term 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, religious creed~~, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over)~~, ~~sexual orientation, medical condition, or ancestry~~, physical ~~or disability~~, mental disability, ~~medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~. CONTRACTOR shall attest that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including

apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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, religious creed, color, creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or disability,~~ mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirement shall be deemed fulfilled by use of the term EOE.

3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity Clause to each 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, religious~~ creed, color, ~~sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or disability,~~ mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, ~~and~~ Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. ~~For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:~~

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

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

E. Upon a finding of discrimination by the United States Equal Employment Opportunity

Commission, State Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhaustion of any and all appeals, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving federal, state, or county funds.

XV. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XVI. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

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

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

XVII. 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.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and/or state regulations and/or CHPP.

~~C.~~ CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

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

~~E.~~

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

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

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

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

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
~~F~~G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

~~—G~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

~~H~~I. 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~~J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception 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.

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

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

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

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

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

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

~~P~~Q. If CONTRACTOR is a public institution, COUNTY understands and agrees that

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

XVII. RIGHT TO WORK AND MINIMUM WAGE LAWS

~~— A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.~~

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

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

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

XVIII. 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.

XIX. STATUS OF CONTRACTOR

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

XX. TERM

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

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

XXI. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

1 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
2 this Agreement.

3 6. The continued incapacity of any physician or licensed person to perform duties required
4 pursuant to this Agreement.

5 7. Unethical conduct or malpractice by any physician or licensed person providing services
6 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
7 removes such physician or licensed person from serving persons treated or assisted pursuant to this
8 Agreement.

9 D. CONTINGENT FUNDING

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

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

13 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
14 approved by the Board of Supervisors.

15 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
16 terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~ days' written notice given
17 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
18 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms and may terminate this
19 Agreement upon written notice to COUNTY.

20 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
21 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
22 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
23 term of the Agreement.

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

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

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

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

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

35 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
36 client's best interests.

37 6. If records are to be transferred to COUNTY, pack and label such records in accordance

with directions provided by ADMINISTRATOR.

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

~~8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.~~

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

XXII. THIRD PARTY BENEFICIARY

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

XXIII. WAIVER OF DEFAULT OR BREACH

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

XXIV. THE REGENTS

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

1. All obligations of The Regents under this Agreement shall be limited to The Regents as and when acting solely on behalf of or with respect to the University of California, Irvine Health University Physicians & Surgeons, and shall in no way obligate, be binding on or restrict the business or operating

activities of any of the Excluded UC Affiliates;

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

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

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

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

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

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

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

AND

~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA~~
~~A CONSTITUTIONAL CORPORATION, ON BEHALF OF~~
~~UC IRVINE HEALTH PHYSICIANS & SURGEONS~~ THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON
BEHALF OF
UNIVERSITY OF CALIFORNIA, IRVINE HEALTH PHYSICIANS & SURGEONS
 MARCH 1, ~~2015~~ 2017 THROUGH FEBRUARY ~~28, 2017~~ 29, 2020

I. ASSURANCES

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

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

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

C. Catalog of Federal Domestic Assistance (CFDA) Information

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

CFDA Year: ~~2015~~ 2017-2020

CFDA#: 93.914

Program Title: HIV Emergency Relief Project Grant (B)

Federal Agency: Department of Health and Human Services

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

Amount: ~~\$38,334~~ 50,000 (estimated per year)

CFDA Year: ~~2015~~ 2017-2020

CFDA#: 93.917

Program Title: Grants to States and Territories

Federal Agency: Department of Health and Human Services

Award Name: HIV Care Program and Minority AIDS Initiative (MAI)

Amount: ~~\$38,333~~50,000 (estimated per year)

CFDA Year: ~~2015~~2017-2020

CFDA#: 93.918

Program Title: Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease

Federal Agency: Department of Health and Human Services

Award Name: Outpatient Early Intervention Services with Respect to HIV Disease

Project Grants (B) (Ryan White Part C)

Amount: ~~\$38,333~~50,000 (estimated per year)

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

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

II. CULTURAL COMPETENCY

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

III. PAYMENTS

COUNTY shall pay CONTRACTOR for physician services provided as specified in the Services Paragraph of this Exhibit A to the Agreement, at the rate of ~~\$145~~150.00 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.

IV. 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.

V. SERVICES

A. CONTRACTOR shall provide HIV Primary Care and Consultation Services for an average of two hundred fifty (250) hours per quarter in a County-operated clinic. For Period One the first quarter shall be March 1, ~~2015~~2017 through May 30, ~~2015~~2017. The second quarter shall be for the period from June 1, ~~2015~~2017 through August 31, ~~2015~~2017. The third quarter shall be for the period from September 1, ~~2015~~2017 through November 30, ~~2015~~2017. The fourth quarter shall be for the period from December 1, ~~2015~~2017 through February ~~29, 2016~~28, 2018. For Period Two the first quarter shall be the period March 1, ~~2016~~2018 through May 31, ~~2016~~2018. The second quarter shall be for the period from June 1, ~~2016~~2018 through August 31, ~~2016~~2018. The third quarter shall be for the period from September 1, ~~2016~~2018 through November 30, ~~2016~~2018. The fourth quarter shall be for the period from December 1, ~~2016 through February 28, 2017~~2018 through February 28, 2019. For Period Three the first quarter shall be the period March 1, 2019 through May 31, 2019. The second quarter shall be for the period from June 1, 2019 through August 31, 2019. The third quarter shall be for the period from September 1, 2019 through November 30, 2019. The fourth quarter shall be for the period from December 1, 2019 through February 29, 2020.

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

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

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

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

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

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