

AGREEMENT FOR PROVISION OF
PUBLIC HEALTH MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
A CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE HEALTHCARE

JULY 1, 2012~~2010~~ THROUGH JUNE 30, 2014~~2012~~

THIS AGREEMENT entered into this 1st day of July 2012~~2010~~, 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 ~~the UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER and the UC IRVINE SCHOOL OF MEDICINE~~HEALTHCARE (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 Public Health Medical Services described herein; 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: July 1, ~~2012~~2010 through June 30, ~~2014~~2012

“Period One” means the period from July 1, ~~2012~~2010 through June 30, ~~2013~~2011

“Period Two” means the period from July 1, ~~2013~~2011 through June 30, ~~2014~~2012

Basis for Reimbursement: Fee-for-Service

Payment Method: Fee-for-Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Susan J. Rayburn
Vice President, Contracting and Network Development
UC Irvine Healthcare
333 City Blvd. West, Suite 160
Orange, CA 92868

CONTRACTOR’s Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive Commercial General Liability with —broad form Property damage and —contractual liability _____	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage <u>occurrence</u> for owned, non-owned and hired vehicles _____	\$1,000,000 combined — single — limit <u>per</u> per occurrence
Workers' Compensation	Statutory
Employer's Liability <u>Insurance</u>	\$1,000,000 per occurrence
Professional Liability <u>Insurance</u> _____	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

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

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

II. ALTERATION OF TERMS

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

III. COMPLIANCE

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

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

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

3. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. If CONTRACTOR elects to adopt ADMINISTRATOR's Compliance Program, then CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures;—however, CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided CONTRACTOR's Compliance Program has been approved by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

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

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4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

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

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

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

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

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

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct; however, CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in subparagraphs B.4., B.5., B.6., B.7., and B.8. below.~~

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

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

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

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

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

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

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

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

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

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

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

6. CONTRACTOR shall notify ADMINISTRATOR immediately upon becoming aware if a 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.~~ Agreement. ADMINISTRATOR will determine ~~if any appropriate~~ repayment ~~is necessary from~~ or sanction CONTRACTOR for services provided by ineligible person or individual.

~~D. REIMBURSEMENT STANDARDS~~

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

~~2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of~~ promptly return 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 to accurately describe~~ overpayments within forty-five (45) days after the overpayment is verified by the services provided and to ensure compliance with all billing and documentation requirements ADMINISTRATOR.

~~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.~~

EC. 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.

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.

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

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

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

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

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

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

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

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

E. 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 rendered 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) days after the overpayment is verified by the ADMINISTRATOR.

IV. CONFIDENTIALITY

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

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, subcontractors, and volunteer staff or interns of 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. The Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR's Board members or its designee, employees, subcontractors, and volunteers or interns.

C. ~~However,~~ If CONTRACTOR is a public institution, COUNTY understands and agrees that CONTRACTOR is ~~a public institution,~~ subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce ~~any records related to this Agreement, or the services hereunder.~~ identify any term, condition, or aspect of this Agreement, ~~CONTRACTOR shall notify ADMINISTRATOR in advance of any Public Records Act (PRA)~~ contact COUNTY to advise of such request ~~prior to submitting the requested documents to the requestor.~~

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; provided, however, obligations undertaken by CONTRACTOR 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. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

~~B.~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2)

month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void. ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

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

VI. EMPLOYEE ELIGIBILITY VERIFICATION

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

VII. FACILITIES, PAYMENTS AND SERVICES

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

VIII. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (~~“(COUNTY INDEMNITEES”)~~) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that

liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

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

IX. INSPECTIONS AND AUDITS

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

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

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

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

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

E. 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~~ 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.

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

X. LICENSES AND LAWS

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

B. CONTRACTOR shall comply with all applicable governmental laws, regulations and

requirements as they exist now or may be hereafter amended or changed.

C. 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.

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
- d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

XI. LITERATURE

A. Any literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR’s services are supported by federal, state and county funds, as appropriate. For the purposes of this Agreement, distribution of such literature shall include written materials as well as 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 Public Health Medical Services for the residents of Orange County as provided in ~~subparagraph~~Subparagraph A above. ADMINISTRATOR may include reference to Public Health Medical Services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds.

XII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall ~~warrant~~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, color, ~~color,~~ creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

~~3. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further contracts involving federal or state funds.~~

B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability ~~pursuant to all applicable federal and state laws~~ in accordance with Title VI of the Civil Rights Act of 1964 (42 USC

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§2000d) 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.

C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of ~~Section~~ §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~ USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~ USC 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities ~~in all programs or activities~~, 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.

XIII. NOTICES

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by ~~electronic mail~~ Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

ADMINISTRATOR.

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

XIV. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XV. RECORDS MANAGEMENT AND MAINTENANCE

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

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

2. State of California, Health and Safety Code §123145.

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

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B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. 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, in a manner to be determined by CONTRACTOR, consistent with CONTRACTOR's electronic records security policy and Federal and State Law.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~

~~(hereinafter “PHI”).~~ CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

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

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

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.

~~K.~~ K. 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.

L. 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.

M. 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.

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

~~N. CONTRACTOR shall notify ADMINISTRATOR in advance of any Public Record Act (PRA) request pertaining to this Agreement prior to submitting the requested documents to the requestor. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.~~

XVI. SEVERABILITY

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

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XVII. STATUS OF CONTRACTOR

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

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

XVIII. TERM

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

XIX. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ~~one hundred eighty (180)~~ thirty (30) calendar days written notice given the other party.

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

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with ~~their~~ client's best interests.
5. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

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

XX. THIRD PARTY BENEFICIARY

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

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XXI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any

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 HEALTHCARE

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

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:~~

DATED: _____

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

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 HCA.

EXHIBIT A
TO AGREEMENT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
A CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE HEALTHCARE
FOR PROVISION OF
PUBLIC HEALTH MEDICAL SERVICES
JULY 1, ~~2010~~2012 THROUGH JUNE 30, ~~2012~~2014

I. DEFINITIONS

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

~~—1. Contract Officers: ADMINISTRATOR and CONTRACTOR's designees, who shall administer this Agreement for the respective parties.~~

~~A—2. County Health Care Professional: Managers, physicians, nurses, health officers or other persons or classes of persons designated by ADMINISTRATOR to perform the treatment authorization functions specified in this Agreement.~~

~~—3. Fiscal Intermediary: The entity authorized by COUNTY to receive, process, and pay CONTRACTOR's claims for services provided.~~

~~—4B. Liaison (Hospitalist/Physician) Services: Enhanced coordination of physician care and improved communication with attending physicians.~~

~~—5C. Inpatient Services: All Medical Services including Critical Care, Non-Critical Care, and Isolation Services, which are provided by CONTRACTOR to patients receiving treatment that requires a hospital stay, excepting Physician Services, pursuant to ~~this~~the Agreement.~~

~~—6D. Medical Services: Any authorized service or exam deemed medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to prevent serious deterioration of health.~~

~~—7E. Outpatient Services: All Medical Services including emergency room, specialty, and diagnostic services, which are provided by CONTRACTOR to patients receiving treatment that does not require a hospital stay, excepting Physician Services, pursuant to ~~this~~the Agreement.~~

~~—8F. Physician Services: All Medical Services, which are provided by a licensed physician, including supervision of interns and residents.~~

~~—9G. Public Health Patients:~~

~~—a1. Persons referred to CONTRACTOR by ADMINISTRATOR, including those with a confirmed or suspected communicable disease, and adult mental health persons needing medical care.~~

~~—b2. Inpatient(s) with no other source of payment who, at the time CONTRACTOR proposes to discharge the person, ADMINISTRATOR determines public health considerations require that the patient remain in the hospital and denies approval of the discharge. COUNTY financial~~

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

~~10. Treatment Authorization Request (TAR):~~ H. TAR: A written or electronic request from ADMINISTRATOR to CONTRACTOR authorizing Medical Services for Public Health Patients.

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

II. INTERRUPTION OF SERVICES

If CONTRACTOR is unable to provide or arrange for the provision of a substantial portion of the services hereunder for twenty (20) consecutive calendar days, COUNTY may terminate all or a portion of ~~this~~the Agreement upon ten (10) calendar days prior written notice given at any time during or after such period to CONTRACTOR.

III. ISSUE RESOLUTION

For resolution of issues between CONTRACTOR and ADMINISTRATOR with respect to the implementation and operation of ~~this~~the Agreement or ADMINISTRATOR’s policies and procedures regarding services described herein, the following sequential steps shall apply:

A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR’s staff including, but not limited to, telephone contact, facsimile machine (FAX), written correspondence, secure electronic communication and meetings, to resolve any issues or problems regarding the implementation and operation of ~~this~~the Agreement or ADMINISTRATOR’s policies and procedures regarding services described herein.

B. If the parties are unable to resolve the issue, CONTRACTOR shall give written notice to ADMINISTRATOR setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purposes and obligations of ~~this~~the Agreement. ADMINISTRATOR shall have fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) calendar days.

C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above, to ADMINISTRATOR’s Director of Public Health for final resolution.

D. The rights and remedies provided by this paragraph are in addition to those provided by law to either party.

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IV. MEDICAL RECORDS

A. CONTRACTOR shall retain medical records in accordance with the Records Management and Maintenance ~~paragraph~~Paragraph in ~~this~~the Agreement.

B. Medical records shall be, and remain the property of CONTRACTOR and shall not be removed or transferred from CONTRACTOR except in accordance with applicable COUNTY, state and federal statutes and regulations, and CONTRACTOR's regulations. To the extent permitted by law, in accordance with procedures required by law, and upon receipt of twenty-four (24) hours prior written notice from ADMINISTRATOR, CONTRACTOR shall permit ADMINISTRATOR to inspect and make copies of said records. CONTRACTOR shall provide copies of such records to ADMINISTRATOR and any person authorized by ADMINISTRATOR upon request. Consultation reports for Public Health Patients referred to CONTRACTOR for specialty and diagnostic services shall be provided to ADMINISTRATOR within fourteen (14) calendar days of the visit, or sooner if CONTRACTOR receives an urgent request from ADMINISTRATOR.

V. PAYMENTS

A. COUNTY shall compensate CONTRACTOR for providing Inpatient Services (Critical Care, Non-Critical Care, and Isolation Services) and Outpatient Services described herein, at ~~24.79~~22.76% of billed Usual and Customary Charges, as reported to the Office of Statewide Health Planning and Development.

B. COUNTY shall compensate CONTRACTOR for providing Physician Services described herein, at one hundred thirty percent (130%) of the current Medicare Area 126 ~~RBRVS~~Resource-Based Relative Value Scale fee schedule for all physician services except Anesthesia. The Anesthesia reimbursement rate shall be forty-five dollars (\$45) per ~~American Society of Anesthesiologists (ASA)~~ Base unit. CONTRACTOR shall convert all billings for Physician Services to Medicare rates or ASA rate as applicable, prior to submitting billings to COUNTY. COUNTY shall reimburse CONTRACTOR for services, and CONTRACTOR shall be responsible for payment to physicians for Physician Services.

C. COUNTY shall compensate CONTRACTOR for providing Liaison (Hospitalist/Physician) Services described ~~herein~~in Subparagraph VII A.3. of this Exhibit A of the Agreement, in the amount of ten thousand dollars (\$10,000) per quarter, not to exceed a total of forty thousand dollars (\$40,000) for each Period specified ~~on p. 3~~in the Referenced Contract Provisions of this Agreement. COUNTY shall reimburse CONTRACTOR for services, and CONTRACTOR shall be responsible for payment to physician for Liaison Services. COUNTY may withhold payment for Liaison Services if services are not provided in accordance with ~~subparagraph~~Subparagraph VII.B. of this Exhibit A of the Agreement.

D. BILLING

1. Inpatient, Outpatient and Physician Services ~~—~~ CONTRACTOR shall submit to Fiscal Intermediary, claims for patient billings for Inpatient, Outpatient, and Physician Services ~~as described in~~Subparagraph VII A.1. and A.2. of this Exhibit of the Agreement. CONTRACTOR shall include the

following information: patient name, date of birth, Social Security number, TAR, date of service, number and type of service, diagnosis code, Usual and Customary Charges, and private insurance and Medi-Cal payment denials, when appropriate. CONTRACTOR shall not be required to retain TARs for more than one hundred eighty (180) calendar days from billing date.

2. CONTRACTOR shall submit Inpatient, Outpatient, and Physician Services claims within one hundred eighty (180) calendar days of the dates of service provided, unless the delay is related to the third-party payer reimbursement and/or appeal process as outlined in ~~subparagraph~~ Subparagraph D.4. below. COUNTY shall have no liability for payment of claims submitted more than one hundred eighty (180) calendar days after the dates of service provided, unless the delay is related to the third-party payer reimbursement and/or appeal process.

3. Liaison (Hospitalist/Physician) Services ~~---~~ CONTRACTOR shall submit to COUNTY quarterly in arrears, an invoice in a form approved by ADMINISTRATOR. The quarterly invoice shall include number of hours of Liaison Services provided each week.

4. Third-Party Reimbursement

a. CONTRACTOR shall first bill other third-party payers for Inpatient, Outpatient and Physician Services, including but not limited to, private insurance, Medicare, Medi-Cal, TB Medi-Cal, CalOptima, ~~and the Medical Services for Indigents~~ MSI Program, ~~and TB Medi-Cal,~~ for services provided to eligible Public Health Patients. When billing COUNTY for patients for whom revenue has not been received, CONTRACTOR shall submit to COUNTY a copy of the written denial of payment.

b. CONTRACTOR shall be responsible to appeal all denials of services related to third-party payers in a timely fashion prior to submitting invoices to COUNTY for payment.

c. COUNTY will not be responsible for reimbursement of services where CONTRACTOR has not billed or appealed the claim to a third-party payer according to industry standards.

d. Any reimbursement of services by COUNTY for Public Health Patients shall be limited to reimbursement of services for which no payment will be made through a third-party payer. COUNTY shall not reimburse any deductibles or co-payments required by a Public Health Patient's insurance coverage.

e. CONTRACTOR shall submit Inpatient, Outpatient and Physician Services claims with dates of service no older than those provided in the past one hundred eighty (180) calendar days, unless the delay is related to the third party payer appeal process. COUNTY shall have no liability for payment of claims or invoices submitted more than one hundred eighty (180) calendar days after the dates of service provided, unless the delay is related to the third party payer appeal process. If claims are submitted more than one hundred eighty (180) calendar days after the dates of services provided, CONTRACTOR shall include supporting documentation of a third party payer appeal process for said claims. COUNTY shall have no liability for payment of claims or invoices delayed due to a third party payer appeal process, if claims or invoices submitted are more than two hundred seventy four (274)

calendar days after the dates of service provided.

E. Fiscal Intermediary will deny all claims that do not meet the conditions and requirements of this Agreement for claim submission, processing, and reimbursement.

F. COUNTY shall pay CONTRACTOR within forty-five (45) business days after receipt of claims, invoices, and documentation specified above.

G. For services which CONTRACTOR is unable to provide and must secure from an independent entity, COUNTY shall reimburse CONTRACTOR at rates as specified in ~~subparagraphs~~ Subparagraphs A. and B. above. The billing shall be submitted on an itemized invoice separate from claims or invoices specified in ~~subparagraph~~ Subparagraph D. above, and shall be accompanied by supporting documentation which shall be retained in CONTRACTOR's and ADMINISTRATOR's files.

H. CONTRACTOR shall obtain the following service authorizations:

1. Authorization for emergency Medical Services or emergency Inpatient Services shall consist of a TAR approved by ADMINISTRATOR.

2. Prior authorization for non-emergency Inpatient and Outpatient Services shall consist of a TAR approved by ADMINISTRATOR.

I. Billing, service authorization, and data reporting requirements set forth in ~~this~~ the Agreement may be amended, by mutual written agreement, between CONTRACTOR and ADMINISTRATOR.

VI. REPORTS

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

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

VII. SERVICES

A. CONTRACTOR shall provide authorized Medical Services, including Inpatient, Outpatient, and Liaison (Hospitalist/Physician) Services to Public Health Patients. Services to said patients shall be available and provided in the same manner as provided to CONTRACTOR's other patients. Services to be provided by CONTRACTOR shall include, but not be limited to, the following:

1. Inpatient Services ~~—~~ Critical Care, Non-Critical Care, and Isolation Services (Airborne, Contact and/or Droplet Standard Precautions) including intensive care, acute respiratory care services, all Physician Services, nursing, ancillary, diagnostic, pharmacy and other Medical Services.

2. Outpatient Services

a. Comprehensive Emergency Medical Services including all Physician Services provided by the physician on duty and consulting physician; all routine, general, diagnostic services including CT and MRI scans; and other Medical Services required during the visit including, but not limited to,

laboratory, all medical supplies, pharmacy services, central service items, and nursing support or care.

b. Specialty Services including all Physician Services and all diagnostic, routine, general, and other Medical Services required by an outpatient during the visit, including, but not limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing support or care during the course of the visit. Specialty services to be provided by CONTRACTOR shall include, but not be limited to, internal medicine, respiratory/pulmonary medicine, infectious disease, otolaryngology, ophthalmology, orthopedics, urology, gynecology, rheumatology, hematology, dermatology, and radiation therapy. Services shall be provided within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if CONTRACTOR receives an urgent TAR from ADMINISTRATOR.

c. Diagnostic Services including all Physician Services and technical components for complex laboratory or x-ray services including, but not limited to, radiology (radiographs, ~~Computed Tomography (CT)~~ and ~~Magnetic Resonance Imaging (MRI)~~ scans), bronchoscopes, biopsies, ultrasounds and other specialized tests. Services shall be provided within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if CONTRACTOR receives an urgent TAR from ADMINISTRATOR.

3. Liaison (Hospitalist/Physician) Services including working with COUNTY physicians to facilitate the care of Public Health Patients with communicable diseases such as ~~tuberculosis (TB)~~, CONTRACTOR's case managers to facilitate discharges and transfers and CONTRACTOR's outpatient clinic managers to facilitate coordination of care.

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

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

a. Coordinate and expedite the admissions process for Public Health Patients referred or transferred for hospitalization at ~~University California Irvine Medical Center (UCIMC)~~. UCIMC.

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

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

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

- e. Counsel family members on an as-needed basis.
- f. Develop and update Care Path Guidelines for inpatient diagnosis and management of suspected or confirmed TB or other communicable diseases.

2. Outpatient Referrals

- a. Coordinate and expedite arrangements for timely outpatient clinic consultations with various specialty clinics for Public Health Patients referred for complicated diagnostic or disease management problems.
- b. Review and update administrative systems for interdepartmental consultations on outpatient referrals.

3. Laboratory

Act as liaison with UCIMC Mycobacteriology Laboratory regarding diagnostic problems, selecting specimens for referral to ADMINISTRATOR's Public Health Laboratory for additional laboratory testing, etc.

4. UCIMC/ADMINISTRATOR Conferences

- a. Participate in ADMINISTRATOR's regular Pulmonary Physician/Patient Care Conferences at ADMINISTRATOR's site. At a minimum, said participation shall occur no less than thirty-six (36) times per year at a minimum rate of three (3) times per month.
- b. Coordinate and chair Tuberculosis Grand Rounds, a monthly interdisciplinary patient care conference, including but not limited to, selecting cases, contacting residents and consultants, periodically arranging for guest speakers, and acting as liaison with ADMINISTRATOR's participants.

5. Additional Responsibilities

- a. Assist ADMINISTRATOR's senior medical and administrative personnel with patient management quality assessment and process improvement issues, as needed.
- b. Assist with development of processes to provide a basis for possible revisions of guidelines for investigations or management of ~~tuberculosis~~TB.

C. CONTRACTOR shall provide services pursuant to ~~this~~the 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.

D. ADMINISTRATOR and CONTRACTOR shall ensure Public Health Patients are discharged or transferred to another facility, as medically and public health appropriate, in a timely manner. ADMINISTRATOR and CONTRACTOR recognize that transfers to other facilities are subject to acceptance by the receiving facility.

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