

1                                   AGREEMENT FOR PROVISION OF  
2                                   PHYSICIAN SERVICES  
3                                   BETWEEN  
4                                   COUNTY OF ORANGE  
5                                   AND

6                                   THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
7                                   A CONSTITUTIONAL CORPORATION,  
8                                   ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE  
9                                   SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY  
10                                  JULY 1, 2012 THROUGH JUNE 30, 2015  
11

12       THIS AGREEMENT entered into this 1st day of July 2012, which date is enumerated for purposes  
13 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE REGENTS OF  
14 THE UNIVERSITY OF CALIFORNIA, a constitutional corporation, on behalf of UNIVERSITY OF  
15 CALIFORNIA IRVINE SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY  
16 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency  
17 (ADMINISTRATOR).  
18

19                                   **W I T N E S S E T H:**  
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21       WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
22 Physician Services described herein to the residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2012 through June 30, 2015

Period One means the period from July 1, 2012 through June 30, 2013

Period Two means the period from July 1, 2013 through June 30, 2014

Period Three means the period from July 1, 2014 through June 30, 2015

<b>Maximum Obligation:</b>	Period One Maximum Obligation:	\$225,843
	Period Two Maximum Obligation:	225,843
	Period Three Maximum Obligation:	<u>225,843</u>
	Total Maximum Obligation:	\$677,529

**Basis for Reimbursement:** Negotiated Amount

**Payment Method:** Negotiated Amount

**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:** The Regents of the University of California, a Constitutional Corporation  
On Behalf of University of California Irvine  
School of Medicine, Department of Psychiatry  
Irvine Hall  
Irvine, CA 92697-3950

**CONTRACTOR's Insurance Coverages:**

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

**I. ACRONYMS**

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

A. AA	Alcoholics Anonymous
B. ABC	Allied Behavioral Care
C. ACGME	Accreditation Council for Graduate Medical Education
D. ADL	Activities of Daily Living
E. AMA	American Medical Association
F. AMHI	Adult Mental Health Indigent
G. AMHS	Adult Mental Health Services
H. ARRA	American Recovery and Reinvestment Act
I. ASO	Administrative Service Organization
J. ASRS	Alcohol and Drug Programs Reporting System
K. BBS	Board of Behavioral Sciences
L. BHS	Behavioral Health Services
M. CAT	Centralized Assessment Team
N. CCC	California Civil Code
O. CCR	California Code of Regulations
P. CFR	Code of Federal Regulations
Q. CHPP	COUNTY HIPAA Policies and Procedures
R. CHS	Correctional Health Services
S. CSW	Clinical Social Worker
T. CYS	Child Youth Services
U. D/MC	Drug/Medi-Cal
V. DCR	Data Collection and Reporting
W. DD	Dual Disorders
X. DHCS	Department of Health Care Services
Y. DPFS	Drug Program Fiscal Systems
Z. DRS	Designated Record Set
AA. DSH	Direct Service Hours
AB. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
AC. EBP	Evidence-Based Practice
AD. EHR	Electronic Health Record
AE. ETS	Emergency Treatment Services
AF. FAX	Facsimile Machine
AG. FSP	Full Service Partnership
AH. FTE	Full Time Equivalent

1	AI.	HCA	Health Care Agency
2	AJ.	HHS	Health and Human Services
3	AK.	HIPAA	Health Insurance Portability and Accountability Act
4	AL.	HSC	California Health and Safety Code
5	AM.	IRIS	Integrated Records Information System
6	AN.	KET	Key Events Tracking
7	AO.	LPT	Licensed Psychiatric Technician
8	AP.	MFT	Marriage and Family Therapist
9	AQ.	MHP	Mental Health Plan
10	AR.	MHS	Mental Health Specialist
11	AS.	MHSA	Mental Health Services Act
12	AT.	MIHS	Medical and Institutional Health Services
13	AU.	MORS	Milestones of Recovery Scale
14	AV.	MTP	Master Treatment Plan
15	AW.	NA	Narcotics Anonymous
16	AX.	NOA-	Notice of Action
17	AY.	NP	Nurse Practitioner
18	AZ.	NPI	National Provider Identifier
19	BA.	NPP	Notice of Privacy Practices
20	BB.	OCJS	Orange County Jail System
21	BC.	OCPD	Orange County Probation Department
22	BD.	OCR	Office for Civil Rights
23	BE.	OCSD	Orange County Sheriff's Department
24	BF.	OIG	Office of Inspector General
25	BG.	OMB	Office of Management and Budget
26	BH.	OPM	Federal Office of Personnel Management
27	BI.	P&P	Policies and Procedures
28	BJ.	PADSS	Payment Application Data Security Standard
29	BK.	PAF	Partnership Assessment Form
30	BL.	PBM	Pharmaceutical Benefits Management
31	BM.	PBM	State of California Penal Code
32	BN.	PCI DSS	Payment Card Industry Data Security Standard
33	BO.	PEI	Prevention and Early Intervention
34	BP.	PGY-4	Post Graduate Year 4 Resident
35	BQ.	PGY-5	Post Graduate Year 5 Resident
36	BR.	PHI	Protected Health Information
37	BS.	PII	Personally Identifiable Information

1	BT. PRA	Public Record Act
2	BU. PSC	Personal Services Coordinator
3	BV. QI	Quality Improvement
4	BW. QIC	Quality Improvement Committee
5	BX. RN	Registered Nurse
6	BY. SRAS	Suicide Risk Assessment Standards
7	BZ. SSA	Social Services Agency
8	CA. SSI	Social Services Income
9	CB. TAR	Treatment Authorization Request
10	CC. TAY	Transitional Age Youth
11	CD. UMDAP	Universal Method of Determining Ability to Pay
12	CE. USC	United States Code
13	CF. WIC	State of California Welfare and Institutions Code
14	CG. WRAP	Wellness Recovery Action Plan
15	CH. XML	Extensible Markup Language

## 16 17 **II. ALTERATION OF TERMS**

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

## 23 24 **III. COMPLIANCE**

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

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

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

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4., A.5., A.6., and A.7. below.

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 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 the CONTRACTOR's Compliance Program does not contain all required elements.

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

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

B. SANCTION SCREENING – 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, the Health and Human Services/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 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



1 federal and State of California health programs and have not been excluded or debarred from  
 2 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
 3 that they do not have any Ineligible Person in their employ or under contract.

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

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

13 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 14 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
 15 Such individual or entity shall be immediately removed from participating in any activity associated  
 16 with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction  
 17 CONTRACTOR for services provided by ineligible person or individual.

18 7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days after  
 19 the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

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

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

35 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
 36 made aware of ADMINISTRATOR's Code of Conduct.

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3. 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 D.4., D.5., D.6., D.7., and D.8. below.

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.

6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all 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.

#### 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 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.

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#### **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, both parties understand and agree that each party 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, CONTRACTOR will contact COUNTY to advise of such request to release this information. CONTRACTOR shall not release the requested information prior to the notification to COUNTY.

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

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.

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 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. EXPENDITURE REPORT**

A. No later than sixty (60) calendar days following termination of each period or fiscal year of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.

B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of this Agreement.

## **VIII. FACILITIES, PAYMENTS AND SERVICES**

CONTRACTOR agrees to provide the services in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.

## **IX. INDEMNIFICATION AND INSURANCE**

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

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

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

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

D. Without limiting CONTRACTOR's indemnification, CONTRACTOR attests that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as specified 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.

## **X. INSPECTIONS AND AUDITS**

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

B. CONTRACTOR shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
2 evaluation or monitoring.

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

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

#### 9 E. AUDIT RESPONSE

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

15 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
16 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
17 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
18 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
19 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
20 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
21 reimbursement due COUNTY.

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

### 27 **XI. LICENSES AND LAWS**

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

35 B. CONTRACTOR shall comply with all applicable governmental laws, regulations and  
36 requirements as they exist now or may be hereafter amended or changed.

37 //

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

5 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

26  
 27 **XII. LITERATURE**

28 A. Any literature, including educational and promotional materials, distributed by CONTRACTOR  
 29 for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are  
 30 supported by federal, state and county funds, as appropriate. For the purposes of this Agreement,  
 31 distribution of such literature shall include written materials as well as electronic media such as the  
 32 Internet.

33 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,  
 34 presently existing or later established, of the other party nor its employees in any advertisement, press  
 35 release or publicity with reference to this Agreement without the prior written approval of the other  
 36 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to  
 37 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted

provider of Physician Services for the residents of Orange County as provided in Subparagraph A above. ADMINISTRATOR may include reference to Physician Services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds.

### **XIII. MAXIMUM OBLIGATION**

The Total Maximum Obligations of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligations for Period One, Period Two, and Period Three are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in subparagraph B. below.

### **XIV. 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 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, 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.

**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 in accordance with Title VI of the Civil Rights Act of 1964 (42 USC §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.



1 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of  
 2 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),  
 3 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition  
 4 of discrimination against qualified persons with disabilities, as they exist now or may be hereafter  
 5 amended together with succeeding legislation.

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

11 E. Upon a finding of discrimination by the United States Equal Employment Opportunity  
 12 Commission, State Department of Fair Employment and Housing, or a court of competent jurisdiction,  
 13 and after exhaustion of any and all appeals, this Agreement may be cancelled, terminated or suspended  
 14 in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving  
 15 federal, state, or county funds.

## 16 **XV. NOTICES**

17 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
 18 authorized or required by this Agreement shall be effective:  
 19

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

23 2. When faxed, transmission confirmed;

24 3. When sent by Email; or

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

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

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

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

37 //

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

## **XVI. NOTIFICATION OF DEATH**

### **A. NON-TERMINAL ILLNESS DEATH**

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

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

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

### **B. TERMINAL ILLNESS DEATH**

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

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

## **XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

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**XVIII. 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 ensure compliance with requirements pertaining to the privacy and security of PII and/or 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.

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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

**XIX. 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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**XX. SPECIAL PROVISIONS**

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
  2. Lobbying any governmental agency or official or making political contributions.
- CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Supplanting current funding for existing services.
  4. Fundraising.
  5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
  6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
  7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
  8. Severance pay for separating employees.
  9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
5. Funding travel or training (excluding mileage or parking).
6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
7. Payment for grant writing, consultants, certified public accounting, or legal services.
8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

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**XXI. 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.

**XXII. TERM**

The term of this Agreement shall commence and 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.

**XXIII. 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 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 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. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

4. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by 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.

#### **XXIV. 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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**XXV. 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.

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

3  
4 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION,  
5 ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE  
6 SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY  
7

8  
9 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

10  
11 TITLE: \_\_\_\_\_  
12  
13  
14  
15

16 COUNTY OF ORANGE  
17

18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
20 HEALTH CARE AGENCY  
21  
22  
23  
24

25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA  
28

29  
30 BY:  DATED: 4/11/12  
31 DEPUTY  
32  
33

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 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 UNIVERSITY OF CALIFORNIA IRVINE  
SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY  
JULY 1, 2012 THROUGH JUNE 30, 2015

**I. DEFINITIONS**

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

B. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

C. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

D. Advisory Board means a client-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.

E. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

F. Best Practices means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.

1. EBP means the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

2. Promising Practices means that experts believe the practices is likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or other credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

G. Data Collection System means software designed for collection, tracking and reporting outcomes data for clients enrolled in the FSP Programs.

1. 3 M's means the Quarterly Assessment Form that is completed for each client every three months in the approved data collection system.

2. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the consumers' perspective which will improve understanding of clients' needs and desires towards furthering their recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

3. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

4. KET means the tracking of a client's movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

5. PAF means the baseline assessment for each client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

H. Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and case management services to those clients who seek services in the COUNTY operated outpatient programs.

I. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

J. CAT means a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four (24) hours per

day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health services.

K. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

L. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.

M. Clinical Director means an individual who meets the minimum requirements set forth in CCR, Title 9 and has at least two (2) years of full-time professional experience working in a mental health setting.

N. CSW means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

O. Diagnosis means the definition of the nature of the client's disorder. When formulating the diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

P. DSH means a measure in minutes that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any client open in the IRIS which includes both billable and non-billable services.

Q. Engagement means the process by which a trusting relationship between worker and client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is the objective of a successful outreach.

R. Face-to-Face means an encounter between client and provider where they are both physically present.

#### S. FSP

1. A FSP means a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the client, psychiatrist, and PSC. Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff ratio will be in the range of fifteen (15) to twenty (20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

- a. Crisis management;
- b. Housing Services;
- c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;

- d. Community-based Wraparound Recovery Services;
- e. Vocational and Educational services;
- f. Job Coaching/Developing;
- g. Consumer employment;
- h. Money management/Representative Payee support;
- i. Flexible Fund account for immediate needs;
- j. Transportation;
- k. Illness education and self-management;
- l. Medication Support;
- m. Dual Diagnosis Services;
- n. Linkage to financial benefits/entitlements;
- o. Family and Peer Support; and
- p. Supportive socialization and meaningful community roles.

2. Client services are focused on recovery and harm reduction to encourage the highest level of client empowerment and independence achievable. PSC's will meet with the consumer in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the client's team to individuals with a co-occurring disorder.

3. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the consumer's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as consumers move through the continuum of recovery and evidence by progressing to lower level of care or out of the "intensive case management need" category.

T. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting consumers with applications to low income housing, housing subsidies, senior housing, etc.

U. Individual Services and Support Funds - Flexible Funds means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support client's mental health treatment activities.

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1 V. Intake means the initial meeting between a client and CONTRACTOR's staff and includes an  
2 evaluation to determine if the client meets program criteria and is willing to seek services.

3 W. Intern means an individual enrolled in an accredited graduate program accumulating clinically  
4 supervised work experience hours as part of field work, internship, or practicum requirements.  
5 Acceptable graduate programs include all programs that assist the student in meeting the educational  
6 requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

7 X. IRIS means a collection of applications and databases that includes functionality such as  
8 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance  
9 with regulatory requirements, electronic medical records and other relevant applications.

10 Y. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
11 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,  
12 and goals. This position will also integrate knowledge about career development and job preparation to  
13 ensure successful job retention and satisfaction of both employer and employee.

14 Z. MFT means an individual who meets the minimum professional and licensure requirements set  
15 forth in CCR, Title 9, Section 625.

16 AA. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity  
17 for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria  
18 and intervention related criteria.

19 AB. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and  
20 four years of experience in a mental health setting as a specialist in the fields of physical restoration,  
21 social adjustment and/or vocational adjustment.

22 AC. Mental Health Services means interventions designed to provide the maximum reduction of  
23 mental disability and restoration or maintenance of functioning consistent with the requirements for  
24 learning, development and enhanced self-sufficiency. Services shall include:

25 1. Assessment means a service activity, which may include a clinical analysis of the history  
26 and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues  
27 and history, diagnosis and the use of testing procedures.

28 2. Collateral means a significant support person in a beneficiary's life and is used to define  
29 services provided to them with the intent of improving or maintaining the mental health status of the  
30 client. The beneficiary may or may not be present for this service activity.

31 3. Co-Occurring see DD Integrated Treatment Model.

32 4. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf  
33 of a client for a condition which requires more timely response than a regularly scheduled visit. Service  
34 activities may include, but are not limited to, assessment, collateral and therapy.

35 5. DD Integrated Treatment Model means that the program uses a stage-wise treatment model  
36 that is non-confrontational, follows behavioral principles, considers interactions between mental illness  
37 and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse

research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

6. Medication Support Services means those services provided by a licensed physician, RN, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

7. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

8. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

9. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

AD. MHSA means the law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

AE. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental health field or has a high school diploma and two (2) years of experience delivering services in a mental health field.

AF. MORS is a recovery scale that COUNTY will be using for Adult mental health programs in COUNTY. The scale will provide the means of assigning consumers to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by ADMINISTRATOR.

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1 AG. NPI means the standard unique health identifier that was adopted by the Secretary of HHS under  
 2 HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and  
 3 organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The  
 4 NPI is assigned for life.

5 AH. NOA-A means a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to  
 6 any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all  
 7 individuals requesting an assessment for services and found not to meet the medical necessity criteria for  
 8 specialty mental health services.

9 AI. NPP means a document that notifies individuals of uses and disclosures of PHI that may be  
 10 made by or on behalf of the health plan or health care provider as set forth in HIPAA.

11 AJ. Outreach means the outreach to potential clients to link them to appropriate mental health  
 12 services and may include activities that involve educating the community about the services offered and  
 13 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
 14 developing their own client referral sources for the programs they offer.

15 AK. Peer Recovery Specialist/Counselor means an individual who has been through the same or  
 16 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid  
 17 for this function-by the program. A peer recovery specialist practice is informed by his/her own  
 18 experience.

19 AL. PSC means an individual who will be part of a multi-disciplinary team that will provide  
 20 community based mental health services to adults that are struggling with persistent and severe mental  
 21 illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for  
 22 clinical care and case management of assigned client and families in a community, home, or program  
 23 setting. This includes assisting clients with mental health, housing, vocational and educational needs.  
 24 The position is also responsible for administrative and clinical documentation as well as participating in  
 25 trainings and team meetings. The PSC shall be active in supporting and implementing the program's  
 26 philosophy and its individualized, strength-based, culturally/linguistically competent and client-centered  
 27 approach.

28 AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits  
 29 that are given to BHS & MIHS clients that qualify for medication benefits.

30 AN. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical  
 31 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or  
 32 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section  
 33 575.2. The waiver may not exceed five (5) years.

34 AO. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
 35 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT  
 36 Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the  
 37 BBS.

1 AP. Program Director means an individual who has complete responsibility for the day to day  
2 function of the program. The Program Director is the highest level of decision making at a local,  
3 program level.

4 AQ. Promotora de Salud Model means a model where trained individuals, Promotores, work towards  
5 improving the health of their communities by linking their neighbors to health care and social services,  
6 educating their peers about mental illness, disease and injury prevention.

7 AR. Promotores means individuals who are members of the community who function as natural  
8 helpers to address some of their communities' unmet mental health, health and human service needs.  
9 They are individuals who represent the ethnic, socio-economic and educational traits of the population  
10 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the  
11 community's needs.

12 AS. PHI means individually identifiable health information usually transmitted by electronic media,  
13 maintained in any medium as defined in the regulations, or for an entity such as a health plan,  
14 transmitted or maintained in any other medium. It is created or received by a covered entity and relates  
15 to the past, present, or future physical or mental health or condition of an individual, provision of health  
16 care to an individual, or the past, present, or future payment for health care provided to an individual.

17 AT. Psychiatrist means an individual who meets the minimum professional and licensure  
18 requirements set forth in CCR, Title 9, Section 623.

19 AU. Psychologist means an individual who meets the minimum professional and licensure  
20 requirements set forth in CCR, Title 9, Section 624.

21 AV. QIC means a committee that meets quarterly to review one percent (1%) of all "high-risk"  
22 Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a  
23 minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and  
24 one (1) Physician who are not involved in the clinical care of the cases.

25 AW. Recovery is "a process of change through which individuals improve their health and wellness,  
26 live a self-directed life, and strive to reach their full potential," and identifies four major dimensions to  
27 support recovery in live:

28 "1. Health: Overcoming or managing one's disease(s) as well as living in a physically and  
29 emotionally healthy way;

30 2. Home: A stable and safe place to live;

31 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
32 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
33 and

34 4. Community: Relationships and social networks that provide support, friendship, love,  
35 and hope."

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AX. Referral means providing the effective linkage of a client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the client has made contact with the referred service.

AY. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the program. The PSC's will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and client-centered approach.

AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum AMHS and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

BA. Token means the security device which allows an individual user to access IRIS.

BB. UMDAP is the method used for determining the annual client liability for mental health services received from COUNTY mental health systems and is set by the State of California.

BC. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one on one" vocational counseling and support to consumers to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

BD. WRAP is a consumer self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

## II. PAYMENTS

A. COUNTY agrees to pay Physician stipends, throughout the term of the Agreement as specified in the Services Paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR quarterly in arrears, upon receipt of a properly completed invoice, in the amount of \$40,700 for Psychiatry Residents, and \$15,760.75 for Child Fellows, for a total amount of \$225,843 for Period One, \$225,843 for Period Two, and \$225,843 for Period Three, provided, however, that the total of such payments shall not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions.

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the month. Invoices received after the due date may not be paid within the same month. Payments to

1 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after  
2 receipt of the correctly completed invoice.

3 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source  
4 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
5 canceled checks, receipts, receiving records, and records of services provided.

6 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
7 with any provision of the Agreement.

8 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
9 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or  
10 specifically agreed upon in a subsequent Agreement.

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

### 13 **III. SERVICES**

14 A. FACILITIES - CONTRACTOR shall provide highly specialized medical and psychiatric  
15 services at clinic locations and Community Mental Health Programs specified by COUNTY.

#### 16 **B. SERVICES**

##### 17 **1. AMHS Psychiatry Residents**

18 a. CONTRACTOR shall provide thirty-two (32) to thirty-four (34) DSH per week to adult  
19 clients of mental health services who are living with serious and persistent mental illnesses, and enrolled  
20 as clients in ADMINISTRATOR'S AMHS Outpatient clinics.

21 b. One (1) unit of direct service equals one (1) hour of Trainee PGY-4 time.

22 c. Direct service hours shall be divided among six (6) to eight (8) Trainees'; however, it is  
23 expected that services will be provided by one (1) Trainee at a clinic for one afternoon per week.

24 d. CONTRACTOR shall provide one (1) hour of clinical supervision per week, at  
25 CONTRACTOR's facility, for each Trainee providing services under the Agreement.

26 e. CONTRACTOR shall perform medical and psychiatric work for clients with mental  
27 health issues which shall include, but may not be limited to, the following:

28 1) Examination and diagnoses of clients;

29 2) Order and administration of treatment for clients;

30 3) Prevention services.

31 f. Trainee shall demonstrate competence and develop knowledge in the care of clients  
32 treated within a community mental health environment.

##### 33 **2. CYS Child Fellows**

34 a. CONTRACTOR shall provide twenty-four (24) DSH per week to consumers of mental  
35 health services who are enrolled as clients in ADMINISTRATOR'S CYS programs.

36 b. One (1) unit of direct service equals one (1) hour of Trainee PGY-5 time.  
37

c. Direct service hours shall be divided among three (3) Trainees'.

d. CONTRACTOR shall provide two (2) hour of clinical supervision per week, at CONTRACTOR's facility, for each Trainee providing services under the Agreement.

e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:

- 1) Examination and diagnoses of clients;
- 2) Order and administration of treatment for clients;
- 3) Prevention services.

f. Trainee shall demonstrate competence and develop knowledge in the care of clients treated within a community mental health environment.

C. CONTRACTOR shall make its best efforts to provide services pursuant to 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 P&P; 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. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

#### **IV. ISSUE RESOLUTION**

For resolution of issues between CONTRACTOR and COUNTY with respect to the implementation and operation of the Agreement or COUNTY's P&P's regarding services described herein, the following sequential steps shall apply:

A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR, but not limited to, telephone contact, FAX, written correspondence, and meetings, to resolve any issues or problems regarding the implementation and operation of the Agreement or COUNTY's P&P's 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 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 COUNTY's Director of Behavioral Health, or designee, for final resolution.

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

3 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Issue  
4 Resolution Paragraph of this Exhibit A to the Agreement.

## 5 6 **V. REPORTS**

7 A. CONTRACTOR shall maintain records and make statistical reports as required by  
8 ADMINISTRATOR and the DHCS on forms provided by either agency.

9 B. ADDITIONAL REPORTS - Upon ADMINISTRATOR's request, CONTRACTOR shall make  
10 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as  
11 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information  
12 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

13 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
14 Reports Paragraph of this Exhibit A to the Agreement.

## 15 16 **VI. RESPONSIBILITIES**

17 A. CONTRACTOR shall advise and document all adverse incidents affecting the physical and/or  
18 emotional welfare of clients, including but not limited to serious physical harm to self or others, serious  
19 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
20 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse  
21 incident.

22 B. COUNTY shall establish the educational goals of its graduate medical education programs in a  
23 manner consistent with the standards and requirements set forth by CONTRACTOR and the ACGME  
24 for program accreditation.

25 C. CONTRACTOR shall provide up to eight (8) Trainee's, PGY-4 level, and three (3) Trainee's, at  
26 the PGY-5, to provide services under the Agreement. Each Trainee shall be certified by the specialty  
27 board in the discipline of the CONTRACTOR's Psychiatry and Human Behavior program or should  
28 possess suitable equivalent qualifications as an instructor, clinician, and administrator, as determined by  
29 CONTRACTOR.

30 D. CONTRACTOR shall designate a member of CONTRACTOR's faculty to arrange for  
31 supervision, provide coordination, oversight and direction of Trainees educational activities and  
32 assignments while at COUNTY's facilities.

33 E. CONTRACTOR shall cooperate with COUNTY in coordinating and reviewing work schedules  
34 of Trainee's while at COUNTY facilities.

35 F. During the period in which Trainee is assigned to provide services at COUNTY facilities, as  
36 specified under the Agreement, the Trainee shall be under the direction and control of the  
37 CONTRACTOR. Commencing on the date of execution of the Agreement, and pursuant to the Services

Paragraph of this Exhibit A to the Agreement, CONTRACTOR shall assign Trainee for rotation at COUNTY's facilities as described in the Services Paragraph of this Exhibit A to the Agreement.

G. CONTRACTOR shall assign faculty members in sufficient numbers to provide supervision and management of Trainees. Supervisory faculty must qualify for, obtain and maintain a faculty appointment with CONTRACTOR in accordance with CONTRACTOR's academic review and appointment procedures.

H. CONTRACTOR shall provide the names of Trainees, their level of training, and their assignments to COUNTY sufficiently in advance to allow for convenient planning of duty schedules.

I. CONTRACTOR shall develop and implement a mechanism for determining evaluation of the performance of Trainees to include, where appropriate, input from COUNTY.

J. CONTRACTOR shall maintain records and reports concerning the education of Trainees, and of Trainee's time spent in the activities referred to in the Agreement, as may be required by CONTRACTOR, ACGME, and/or compliance with the regulations, guidelines, and policies of third party payors.

K. CONTRACTOR shall require assigned Trainees to:

1. Comply with COUNTY's applicable rules and regulations, state and federal laws and regulations, the requirements of the ACGME, and the ethical standards of the AMA

2. Participate, to the extent scheduled or otherwise requested by COUNTY and approved by CONTRACTOR, in activities and assignments that are of educational value and that are appropriate to the course and scope of CONTRACTOR's program, consistent with the requirements of the ACGME.

3. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by COUNTY. The medical record shall, at all times, remain the property of COUNTY.

L. CONTRACTOR shall provide COUNTY with a copy of CONTRACTOR's Corporate Compliance Program and Code of Conduct and assign a CONTRACTOR representative to work with COUNTY regarding any corporate compliance issues. All CONTRACTOR faculty and Trainees are expected to comply with the requirements of CONTRACTOR's Corporate Compliance Program.

M. COUNTY shall maintain adequate staff and facilities to meet the educational goals and objectives of the CONTRACTOR's program in a manner consistent with the standards and requirements established by CONTRACTOR and ACGME.

N. COUNTY shall conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All Trainees shall complete COUNTY's Compliance training and New Provider training. To the degree possible and in conformance with State law, Trainees shall participate in appropriate components of COUNTY's quality improvement and risk management programs.

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2. COUNTY shall have a medical records system that assures the availability of medical records at all times, and documents the course of each patient's treatment and care. The medical records system must be adequate to support the education of Trainees and quality assurance activities.

O. ADMINISTRATOR shall designate, after consultation with CONTRACTOR, a person to coordinate Trainees' duty schedules and activities while at COUNTY's facilities.

P. COUNTY shall protect the health and safety of Trainees on rotation at COUNTY's facilities.

Q. COUNTY shall comply with all applicable laws, regulations, and ACGME requirements. COUNTY shall notify CONTRACTOR within five (5) calendar days receipt of notice that COUNTY is not in compliance with and such laws, regulations, or requirements.

R. COUNTY shall permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of CONTRACTOR and/or its graduate medical education programs.

S. With respect to any professional services performed by Trainees under the Agreement, COUNTY agrees to inform CONTRACTOR as follows:

1. Immediately upon initiation of an investigation of a Trainee or CONTRACTOR faculty member or upon the occurrence of a substantive untoward event involving a Trainee or CONTRACTOR faculty member.

2. With five (5) calendar days after receipt or service of a complaint, summons, or notice of a claim naming or involving Trainee or CONTRACTOR faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a CONTRACTOR faculty member or Trainee has been named or in which a settlement is being proposed on their behalf.

4. Prior to making a report to the National Data Bank or the Medical Board of California in which a CONTRACTOR faculty member or Trainee is named.

T. CONTRACTOR shall cooperate and assist in investigating facts which may serve as a basis for taking any disciplinary or academic action against a Trainee or CONTRACTOR faculty member. CONTRACTOR may, but need not, consult with COUNTY concerning any proposed disciplinary action. COUNTY agrees to abide by CONTRACTOR's recommended disciplinary action against Trainee(s) or CONTRACTOR faculty member. Notwithstanding the foregoing, COUNTY shall have the right, for good cause and after consultation with CONTRACTOR, to prohibit further attendance, by Trainee, at COUNTY facilities where services are performed under this Agreement; provided, however, that COUNTY will not take any action against Trainee in an arbitrary or capricious manner. Upon such termination, CONTRACTOR will use its best efforts to replace the terminated Trainee with another Trainee as soon as possible.

U. COUNTY shall provide CONTRACTOR with a copy of COUNTY's corporate compliance program or any such plan or program that describes COUNTY's plan for ensuring ethical and legal compliance with all State and Federal laws. COUNTY shall not require any CONTRACTOR faculty or

1 Trainee to conduct his/her professional behavior in a manner that would contradict the requirements of  
2 CONTRACTOR's Corporate Compliance Program.

3 V. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
4 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of  
5 the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to  
6 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,  
7 or religious belief.

8 W. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
9 Responsibilities Paragraph of this Exhibit A to the Agreement.

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