

AGREEMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE

AND

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~~2015 THROUGH JUNE 30, ~~2015~~2018

THIS AGREEMENT entered into this 1st day of July ~~2012~~2015, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation, on behalf of UNIVERSITY ~~OF~~OF CALIFORNIA IRVINE SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Physician Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2015 through June 30, ~~2015~~2018

Period One means the period from July 1, ~~2012~~2015 through June 30, ~~2013~~2016

Period Two means the period from July 1, ~~2013~~2016 through June 30, ~~2014~~2017

Period Three means the period from July 1, ~~2014~~2017 through June 30, ~~2015~~2018

Maximum Obligation: \$677,529

Period One Maximum Obligation: \$225,843

Period Two Maximum Obligation: 225,843

Period Three Maximum Obligation: 225,843

~~Total Maximum Obligation~~ **TOTAL MAXIMUM OBLIGATION:**
\$677,529

Basis for Reimbursement: Negotiated Amount

Payment Method: ~~Negotiated Amount~~ Quarterly in Arrears

CONTRACTOR DUNS Number: N/A

CONTRACTOR TAX ID Number: 95-2226406

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: 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:~~

~~Coverage~~ Minimum Limits

1	Commercial General Liability	\$1,000,000 per occurrence
2		\$2,000,000 aggregate
3	Automobile Liability, including coverage	\$1,000,000 per occurrence
4	for owned, non-owned and hired vehicles	
5	Workers' Compensation	Statutory
6		
7	Employer's Liability Insurance	\$1,000,000 per occurrence
8		
9	Professional Liability Insurance	\$1,000,000 per claims made or
10		per occurrence
11	Sexual Misconduct	\$1,000,000 per occurrence
12	<u>Mona Wapner, Interim Associate Dean of Administration and Finance</u>	
13	<u>mmwapner@uci.edu</u>	

I. ACRONYMS

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

18	A. AA	Alcoholics Anonymous
19	B. ABC	Allied Behavioral Care
20	C. ACGME	Accreditation Council for Graduate Medical Education
21	D. ADL	Activities of Daily Living
22	E. AMA	American Medical Association
23	F. AMHI	Adult Mental Health Indigent
24	G. AMHS	Adult Mental Health Services
25	H. ARRA	American Recovery and Reinvestment Act
26	I. ASO	Administrative Service Organization
27	J. ASRS	Alcohol and Drug Programs Reporting System
28	K. BBS	Board of Behavioral Sciences
29	L. BHS	Behavioral Health Services
30	M. CAT	Centralized Assessment Team
31	N. CCC	California Civil Code
32	O. CCR	California Code of Regulations
33	P. CFR	Code of Federal Regulations
34	Q. CHPP	COUNTY HIPAA Policies and Procedures
35	R. CHS	Correctional Health Services
36	S. CSW	Clinical Social Worker
37	T. CYS	Child Youth Services

1	U. D/MC	Drug/Medi-Cal
2	V. DCR	Data Collection and Reporting
3	W. DD	Dual Disorders
4	X. DHCS	Department of Health Care Services
5	Y. DPFS	Drug Program Fiscal Systems
6	Z. DRS	Designated Record Set
7	AA. DSH	Direct Service Hours
8	AB. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
9	AC. EBP	Evidence-Based Practice
10	AD. EHR	Electronic Health Record
11	AE. ETS	Emergency Treatment Services
12	AF. FAX	Facsimile Machine
13	AG. FSP	Full Service Partnership
14	AH. FTE	Full Time Equivalent
15	AI. HCA	Health Care Agency
16	AJ. HHS	Health and Human Services
17	AK. HIPAA	Health Insurance Portability and Accountability Act
18	AL. HSC	California Health and Safety Code
19	AM. IRIS	Integrated Records Information System
20	AN. KET	Key Events Tracking
21	AO. LPT	Licensed Psychiatric Technician
22	AP. MFT	Marriage and Family Therapist
23	AQ. MHP	Mental Health Plan
24	AR. MHS	Mental Health Specialist
25	AS. MHSA	Mental Health Services Act
26	AT. MIHS	Medical and Institutional Health Services
27	AU. MORS	Milestones of Recovery Scale
28	AV. MTP	Master Treatment Plan
29	AW. NA	Narcotics Anonymous
30	AX. NOA-	Notice of Action
31	AY. NP	Nurse Practitioner
32	AZ. NPI	National Provider Identifier
33	BA. NPP	Notice of Privacy Practices
34	BB. OCJS	Orange County Jail System
35	BC. OCPD	Orange County Probation Department
36	BD. OCR	Office for Civil Rights
37	BE. OCSD	Orange County Sheriff's Department

1	BF.	OIG	Office of Inspector General
2	BG.	OMB	Office of Management and Budget
3	BH.	OPM	Federal Office of Personnel Management
4	BI.	P&P	Policies and Procedures
5	BJ.	PADSS	Payment Application Data Security Standard
6	BK.	PAF	Partnership Assessment Form
7	BL.	PBM	Pharmaceutical Benefits Management
8	BM.	PBM	State of California Penal Code
9	BN.	PCI DSS	Payment Card Industry Data Security Standard
10	BO.	PEI	Prevention and Early Intervention
11	BP.	PGY-4	Post Graduate Year 4 Resident
12	BQ.	PGY-5	Post Graduate Year 5 Resident
13	BR.	PHI	Protected Health Information
14	BS.	PII	Personally Identifiable Information
15	BT.	PRA	Public Record Act
16	BU.	PSC	Personal Services Coordinator
17	BV.	QI	Quality Improvement
18	BW.	QIC	Quality Improvement Committee
19	BX.	RN	Registered Nurse
20	BY.	SRAS	Suicide Risk Assessment Standards
21	BZ.	SSA	Social Services Agency
22	CA.	SSI	Social Services Income
23	CB.	TAR	Treatment Authorization Request
24	CC.	TAY	Transitional Age Youth
25	CD.	UMDAP	Universal Method of Determining Ability to Pay
26	CE.	USC	United States Code
27	CF.	WIC	State of California Welfare and Institutions Code
28	CG.	WRAP	Wellness Recovery Action Plan
29	CH.	XML	Extensible Markup Language

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A, attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No~~.

B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms of this Agreement ~~or any Exhibits~~, whether written or verbal, ~~made by the parties, their officers,~~

employees or agents shall be valid unless made in ~~writing and~~ the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

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

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant HCA policies and procedures relating to ~~ADMINISTRATOR's~~ HCA's Compliance Program, ~~HCA's Code of Conduct and General Compliance Trainings.~~

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

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have 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.~~ subparagraphs below.

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

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct 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 and Code of Conduct 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 HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the

1 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,
 2 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 3 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

16 ~~1.~~ 1. Covered Individuals includes all CONTRACTORS, subcontractors, agents, and
 17 other persons who provide health care items or services or who perform billing or coding functions on
 18 behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-
 19 diem employees, CONTRACTORS, subcontractors, agents, and other persons who are not reasonably
 20 expected to work more than one hundred sixty (160) hours per year; except that any such individuals
 21 shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours
 22 during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this
 23 Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related
 24 policies and procedures.

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

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

28 //

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

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

35 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors
 36 semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also
 37 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 ~~45.~~ 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~~ if a Covered
 7 Individual providing services directly relative to this Agreement becomes debarred, excluded or
 8 otherwise becomes an Ineligible Person.

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

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

22 ~~7. CONTRACTOR shall promptly return any overpayments within in forty five (45) days after~~
 23 ~~the overpayment is verified by the ADMINISTRATOR.~~

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

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

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

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

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

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

37 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~

1 ~~ADMINISTRATOR's Code of Conduct.~~

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

4 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~
 5 ~~establish its own provided CONTRACTOR's Code of Conduct has been approved by~~
 6 ~~ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and~~
 7 ~~D.8. below.~~

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

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

13 ~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,~~
 14 ~~CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of~~
 15 ~~CONTRACTOR's Code of Conduct.~~

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

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

23 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

24 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 25 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 26 and are consistent with federal, state and county laws and regulations.

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

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

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

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

37 //

IV. CONFIDENTIALITY

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

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

C. ~~However, both parties understand and agree that each party~~ As CONTRACTOR is a public institution, COUNTY understands and agrees that CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce ~~any records related to~~ this Agreement, or the services hereunder identify any term, condition, or aspect of this Agreement, CONTRACTOR ~~will contact~~ shall notify COUNTY ~~to advise of~~ no less than three (3) business days prior to releasing such ~~request to release this~~ information. ~~CONTRACTOR shall not release the requested information prior to the notification to COUNTY.~~

V. DELEGATION ~~ASSIGNMENT~~, 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~~ shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to 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) not less than sixty (60) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation. Any attempted assignment 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~~ delegation in derogation of this paragraph shall be void.

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

1. If CONTRACTOR is a nonprofit ~~corporations~~ organization, any change from a nonprofit

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

7 ~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the~~
 8 ~~prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~

9 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including
 10 but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 12 change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ Board of Directors or any
 13 governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this
 14 paragraph. Any attempted assignment or delegation in derogation of this ~~paragraph~~ subparagraph shall
 15 be void.

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

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

25 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
 26 CONTRACTOR shall provide written notification within thirty (30) calendar days to
 27 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
 28 governing body of CONTRACTOR at one time.

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

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

37 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY

1 pursuant to this Agreement.

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

4 4. This provision shall not be applicable to service agreements usually and customarily entered
5 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
6 provided by consultants.

7 8 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

9 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
10 regarding the employment of aliens and others and to ensure that employees; performing work under this
11 Agreement meet the citizenship or alien status ~~requirement~~ requirements set forth in federal statutes and
12 regulations. CONTRACTOR shall obtain, from all employees; performing work hereunder, all
13 verification and other documentation of employment eligibility status required by federal or state statutes
14 and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC
15 §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall
16 retain all such documentation for all covered employees; for the period prescribed by the law.

17 18 **VII. EXPENDITURE REPORT**

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

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

26 27 **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

33 //

34 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
36 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
37 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an

1 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
 2 provide services, staffing, facilities or supplies.

4 **IX. INDEMNIFICATION AND INSURANCE**

5 A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed
 6 officials, officers, employees, agents and those special districts and agencies for which COUNTY's
 7 Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any
 8 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to
 9 personal injury or property damage, arising from or related to the services, products or other
 10 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against
 11 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
 12 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
 13 liability will be apportioned as determined by the court. Neither party shall request a jury
 14 apportionment.

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

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

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

32 ~~— E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with~~
 33 ~~reputable insurance companies~~ D. Prior to the provision of services under this Agreement,

34 CONTRACTOR agrees to purchase all required insurance or maintain a program of self-insurance at
 35 CONTRACTOR's expense, and to deposit with County Certificates of Insurance, including all
 36 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 37 Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage,

1 Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this
2 Agreement. In addition, all subcontractors performing work on
3 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms
4 and conditions as set forth herein for CONTRACTOR.

5 E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
6 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
7 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
8 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
9 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
10 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
11 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
12 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
13 by COUNTY representative(s) at any reasonable time.

14 F. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of
15 Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0)
16 by the appropriate line of coverage.

17 G. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
18 contract, COUNTY may terminate this Agreement.

19 H. QUALIFIED INSURER

20 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
21 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
22 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
23 but not mandatory, that the insurer be licensed to do business in the ~~State~~state of California ~~which~~
24 ~~insures the perils of bodily injury, medical, professional liability, and property damage. Upon request by~~
25 ~~CONTRACTOR, COUNTY~~ (California Admitted Carrier).

26 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
27 Risk Management retains the right to approve or reject a carrier after a review of the company's
28 performance and financial ratings.

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I. The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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

J. REQUIRED COVERAGE FORMS

- ~~evidence of~~ The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
- The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

K. REQUIRED ENDORSEMENTS

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

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

1 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
2 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
3 non-contributing.

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

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

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

14 O. If CONTRACTOR's Professional Liability is a "Claims Made" policy, CONTRACTOR shall
15 agree to maintain Professional Liability coverage for two (2) years following the completion of the
16 contract. (Only include this provision when Professional Liability Insurance is required).

17 P. The Commercial General Liability policy shall contain a severability of interests clause also
18 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

19 Q. Insurance certificates should be forwarded to the agency/department address listed on the
20 solicitation.

21 R. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
22 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
23 made to the next qualified vendor.

24 S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
25 insurance of any of the above insurance types throughout the term of this Agreement which shall be
26 mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange
27 Risk Manager as appropriate to adequately protect COUNTY.

28 T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
29 CONTRACTOR does not deposit copies of acceptable Certificates of Insurance and endorsements with
30 County incorporating such insurance changes within thirty (30) days of receipt of such notice, this
31 contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
32 all legal remedies.

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

36 //
37 //

1 **X. ~~Inspections and Audits~~ INSPECTIONS AND AUDITS**

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

12 B. CONTRACTOR shall actively participate and cooperate with any person specified in
13 ~~subparagraph~~ Subparagraph A. above in any evaluation or monitoring of the services provided pursuant
14 to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct
15 such evaluation or monitoring.

16 C. COUNTY shall provide CONTRACTOR with at least fifteen (15) days' written prior notice of
17 such inspection or evaluation; provided, however, that the State of California, or duly authorized
18 representative, which may include COUNTY, shall be required to provide at least seventy-two (72)
19 hours ~~hours~~ notice ~~of such~~ for its onsite inspections ~~or~~ and evaluations. Unannounced inspections,
20 evaluations, or requests for information may be made in those situations where arrangement of an
21 appointment beforehand is not possible or is inappropriate due to the nature of the inspection or
22 evaluation.

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

25 E. AUDIT RESPONSE

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

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

1 reimbursement due COUNTY.

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

7 **XI. LICENSES AND LAWS**

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

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

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

22 ~~— D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
35 ~~subparagraphs~~ Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state
36 employee reporting requirements for child support enforcement, or to comply with all lawfully served
37 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of

1 this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY
2 shall constitute grounds for termination of this Agreement.

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

6 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
7 requirements as they exist now or may be hereafter amended or changed.

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

12 **XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

13 | A. Any written information or literature, including educational and/or promotional materials,
14 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
15 to this Agreement shall indicate that CONTRACTOR's services are supported must be approved at least
16 thirty (30) days in advance and in writing by federal, state and county funds, as
17 appropriate. ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of
18 such literature written materials shall include written materials as well as, but not be limited to,
19 pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.
20

21 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,
22 presently existing or later established, of the other party nor its employees in any advertisement, press
23 release or publicity with reference to this Agreement without the prior written approval of the other
24 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to
25 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted
26 provider of Physician Services the services described in this Agreement for the residents of Orange
27 County as provided in Subparagraph A, above. ADMINISTRATOR may include reference references to
28 Physician Services provided by CONTRACTOR the services described in this Agreement in
29 informational materials relating to the continuum of care provided using federal, state and county funds.

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

32 **XIII. MAXIMUM OBLIGATION**

33 The Total Maximum Obligations Obligation of COUNTY for services provided in accordance with
34 this Agreement, and the separate Maximum Obligations for Period One, Period Two, and Period Three
35 each period under this Agreement, are as specified in the Referenced Contract Provisions of this
36 Agreement, except as allowed for in subparagraph B. below.
37

XIV. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of

1 | §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR
 2 | 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.), as
 3 | implemented in 29 CFR 1630), pertaining to the prohibition of discrimination against qualified persons
 4 | with disabilities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

15 | **XV. NOTICES**

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

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

21 | 2. When faxed, transmission confirmed;

22 | 3. When sent by Email; or

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

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

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

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

35 | ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~
 36 | ~~paragraph of this Agreement.~~
 37 |

XVI. NOTIFICATION OF DEATH

A. ~~NON-TERMINAL ILLNESS DEATH~~

~~1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon~~ Upon becoming aware of the death ~~due to non-terminal illness~~ of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

~~B. 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.~~ All Notifications of Death provided 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. by 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.~~

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

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

9
10 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

11 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
12 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
13 accordance with this Agreement and all applicable requirements.

14 ~~—B. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
15 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy
16 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
17 telephone and email or facsimile.~~

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

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

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

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

29 ~~—F~~

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

32 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
33 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
34 CONTRACTOR.

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

37 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out

1 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
2 all information that is requested by the PRA request.

4 **XIX. RESEARCH AND PUBLICATION**

5 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
6 or developed, as a result of this Agreement for the purpose of personal or professional research, or for
7 publication.

9 **XX. MINIMUM WAGE LAWS**

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

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

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

25 **XXI. SEVERABILITY**

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

32 **XXII. STATUS OF ~~CONTRACTOR~~ CONTRACTOR**

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

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

7 **XXIII. TERM**

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

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

17 **XXIV. TERMINATION**

18 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar ~~days~~ days[?]
 19 written notice given the other party.

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

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

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

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this
2 Agreement.

3 D. CONTINGENT FUNDING

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

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

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

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

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

17 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~
18 ~~Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

23 ~~3.~~ 3. Until the date of termination, continue to provide the same level of service required
24 by this Agreement.

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

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

30 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
31 directions provided by ADMINISTRATOR.

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

34 8. To the extent services are terminated, cancel outstanding commitments covering the
35 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
36 commitments which relate to personal services. With respect to these canceled commitments,
37 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims

1 arising out of such cancellation of commitment which shall be subject to written approval of
2 ADMINISTRATOR.

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

6
7 **XXV. THIRD PARTY BENEFICIARY**

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

11
12 **XXVI. WAIVER OF DEFAULT OR BREACH**

13 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
14 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
15 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
16 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
17 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
5 CORPORATION, ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE
6 SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY
7

8
9 BY: _____ DATED: _____

10
11 TITLE: _____
12
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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: _____

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 ADMINISTRATOR.

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~~2015 THROUGH JUNE 30, ~~2015~~2018

I. COMMON TERMS AND 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.

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

6 ~~G.~~ G. Crisis Stabilization Unit (CSU) – means a psychiatric crisis stabilization program that
 7 operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a
 8 psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
 9 crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated
 10 outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

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

13 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three
 14 months in the approved data collection system.

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

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

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

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

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

35 IJ. Case Management Linkage Brokerage means a process of identification, assessment of need,
 36 planning, coordination and linking, monitoring and continuous evaluation of clients and of available
 37 resources and advocacy through a process of casework activities in order to achieve the best possible

1 resolution to individual needs in the most effective way possible. This includes supportive assistance to
 2 the client in the assessment, determination of need and securing of adequate and appropriate living
 3 arrangements.

4 ~~J~~K. CAT means a team of clinicians who provide mobile response, including mental health
 5 evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four (24) hours per
 6 day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization
 7 as well as providing referrals and follow-up to assist linkage to mental health services.

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

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

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

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

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

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

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

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

30 ~~S~~T. FSP

31 1. A FSP means a type of program described by the State in the requirements for the
 32 COUNTY plan for use of MHSA funds and which includes clients being a full partner in the
 33 development and implementation of their treatment plan. A FSP is an evidence-based and strength-
 34 based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be
 35 established including the client, psychiatrist, and PSC. Whenever possible, these multidisciplinary
 36 teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer
 37 specialist, and family members. The ideal client to staff ratio will be in the range of fifteen (15) to

1 twenty (20) to one (1), ensuring relationship building and intense service delivery. Services will include,
2 but not be limited to, the following:

- 3 a. Crisis management;
- 4 b. Housing Services;
- 5 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 6 d. Community-based Wraparound Recovery Services;
- 7 e. Vocational and Educational services;
- 8 f. Job Coaching/Developing;
- 9 g. Consumer employment;
- 10 h. Money management/Representative Payee support;
- 11 i. Flexible Fund account for immediate needs;
- 12 j. Transportation;
- 13 k. Illness education and self-management;
- 14 l. Medication Support;
- 15 m. Dual Diagnosis Services;
- 16 n. Linkage to financial benefits/entitlements;
- 17 o. Family and Peer Support; and
- 18 p. Supportive socialization and meaningful community roles.

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

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

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

37 ~~U~~

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

6 ~~W.~~ W. Intake means the initial meeting between a client and CONTRACTOR's staff and includes
 7 an evaluation to determine if the client meets program criteria and is willing to seek services.

8 ~~X.~~ X. Intern means an individual enrolled in an accredited graduate program accumulating
 9 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
 10 Acceptable graduate programs include all programs that assist the student in meeting the educational
 11 requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

12 ~~Y.~~ Y. IRIS means a collection of applications and databases that includes functionality such as
 13 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance
 14 with regulatory requirements, electronic medical records and other relevant applications.

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

19 ~~AA.~~ AA. MFT means an individual who meets the minimum professional and licensure requirements
 20 set forth in CCR, Title 9, Section 625.

21 ~~AB.~~ AB. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
 22 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis,
 23 impairment criteria and intervention related criteria.

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

27 ~~AD.~~ AD. Mental Health Services means interventions designed to provide the maximum reduction of
 28 mental disability and restoration or maintenance of functioning consistent with the requirements for
 29 learning, development and enhanced self-sufficiency. Services shall include:

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

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

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

37 //

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

4 5. DD Integrated Treatment Model means that the program uses a stage-wise treatment model
5 that is non-confrontational, follows behavioral principles, considers interactions between mental illness
6 and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse
7 research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs
8 treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis
9 services integrate assistance for each condition, helping people recover from both in one setting at the
10 same time.

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

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

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

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

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

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

36 ~~AFAG~~. MORS is a recovery scale that COUNTY will be using for Adult mental health programs in
37 COUNTY. The scale will provide the means of assigning consumers to their appropriate level of care

1 and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to
 2 serve as a recovery-based tool for identifying the level of service needed by participating members. The
 3 scale will be used to create a map of the system by determining which milestone(s) or level of recovery
 4 (based on the MORS) are the target groups for different programs across the continuum of programs and
 5 services offered by ADMINISTRATOR.

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

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

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

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

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

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

33 ~~AM~~ AN. Pharmacy Benefits Manager means the PBM Company that manages the medication
 34 benefits that are given to BHS & MIHS clients that qualify for medication benefits.

35 ~~AN~~ AO. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
 36 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
 37 //

1 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
2 575.2. The waiver may not exceed five (5) years.

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

7 ~~AP~~AQ. Program Director means an individual who has complete responsibility for the day to day
8 function of the program. The Program Director is the highest level of decision making at a local,
9 program level.

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

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

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

23 ~~AT~~AU. Psychiatrist means an individual who meets the minimum professional and licensure
24 requirements set forth in CCR, Title 9, Section 623.

25 ~~AU~~AV. Psychologist means an individual who meets the minimum professional and licensure
26 requirements set forth in CCR, Title 9, Section 624.

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

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

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

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

37 //

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

4 4. Community: Relationships and social networks that provide support, friendship, love,
5 and hope.”

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

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

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

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

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

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

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

31 32 **II. PAYMENTS**

33 A. COUNTY agrees to pay Physician stipends, throughout the term of the Agreement as specified
34 in the Services Paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR
35 quarterly in arrears, upon receipt of a properly completed invoice, in the amount of \$40,700 for
36 Psychiatry Residents, and \$15,760.75 for Child Fellows, for a total amount of \$225,843 for Period One,
37 //

1 \$225,843 for Period Two, and \$225,843 for Period Three; provided, however, that the total of such
 2 payments shall not exceed the Maximum Obligation for each period as stated in the Referenced Contract
 3 Provisions.

4 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide
 5 such information as is required by ADMINISTRATOR. Invoices are due ~~the tenth (10th) day of the~~
 6 ~~month~~ quarterly. Invoices received after the due date may not be paid within the same month. Payments
 7 to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
 8 receipt of the correctly completed invoice.

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

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

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

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

19 20 **III. SERVICES**

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

23 **B. SERVICES**

24 1. Adult and Older Adult Behavioral Health (AOABH) ~~1. AMHS~~ Psychiatry
 25 Residents

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

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

30 c. Direct service hours shall be divided among ~~six (6)~~ four (4) to eight (8) Trainees';
 31 however, it is expected that services will be provided by one (1) Trainee at a clinic for one ~~afternoon~~ half
 32 day to one day per week.

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

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

- 37 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.

~~2. CYS~~ 2. Children Youth Behavioral Health (CYBH) Child Fellows

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

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

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

d. CONTRACTOR shall provide ~~two (2)~~one (a) 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. 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.~~

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

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

~~V. REPORTS~~

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

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

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

~~VI. RESPONSIBILITIES~~

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

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

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

~~D.~~

1 G. CONTRACTOR shall designate a member of CONTRACTOR's faculty to arrange for
 2 supervision, provide coordination, oversight and direction of Trainees educational activities and
 3 assignments while at COUNTY's facilities.

4 H. CONTRACTOR shall cooperate with COUNTY in coordinating and reviewing work schedules
 5 of Trainee's while at COUNTY facilities.

6 I. During the period in which Trainee is assigned to provide services at COUNTY facilities, as
 7 specified under the Agreement, the Trainee shall be under the direction and control of the
 8 CONTRACTOR. Commencing on the date of execution of the Agreement, and pursuant to the Services
 9 Paragraph of this Exhibit A to the Agreement, CONTRACTOR shall assign Trainee for rotation at
 10 COUNTY's facilities as described in the Services Paragraph of this Exhibit A to the Agreement.

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

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

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

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

23 ~~K. CONTRACTOR shall require assigned Trainees to:~~

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

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

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

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

36 MO. COUNTY shall maintain adequate staff and facilities to meet the educational goals and
 37 objectives of the CONTRACTOR's program in a manner consistent with the standards and requirements

1 established by CONTRACTOR and ACGME.

2 ~~NP~~. COUNTY shall conduct formal quality assurance programs and review ~~patient~~ client
3 complications and deaths as follows:

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

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

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

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

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

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

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

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

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

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

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

31 ~~TV~~. CONTRACTOR shall cooperate and assist in investigating facts which may serve as a basis for
32 taking any disciplinary or academic action against a Trainee or CONTRACTOR faculty member.
33 CONTRACTOR may, but need not, consult with COUNTY concerning any proposed disciplinary
34 action. COUNTY agrees to abide by CONTRACTOR's recommended disciplinary action against
35 Trainee(s) or CONTRACTOR faculty member. Notwithstanding the foregoing, COUNTY shall have
36 the right, for good cause and after consultation with CONTRACTOR, to prohibit further attendance, by
37 Trainee, at COUNTY facilities where services are performed under this Agreement; provided, however,

1 that COUNTY will not take any action against Trainee in an arbitrary or capricious manner. Upon such
 2 termination, CONTRACTOR will use its best efforts to replace the terminated Trainee with another
 3 Trainee as soon as possible.

4 UW. COUNTY shall provide CONTRACTOR with a copy of COUNTY's corporate compliance
 5 program or any such plan or program that describes COUNTY's plan for ensuring ethical and legal
 6 compliance with all State and Federal laws. COUNTY shall not require any CONTRACTOR faculty or
 7 Trainee to conduct his/her professional behavior in a manner that would contradict the requirements of
 8 CONTRACTOR's Corporate Compliance Program.

9 VX. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
 10 sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the
 11 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be
 12 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
 13 institution, or religious belief.

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

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

18 IV. ISSUE RESOLUTION

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

22 A. CONTRACTOR shall routinely utilize all informal communication processes and methods with
 23 ADMINISTRATOR, but not limited to, telephone contact, FAX, written correspondence, and meetings,
 24 to resolve any issues or problems regarding the implementation and operation of the Agreement or
 25 COUNTY's P&P's regarding services described herein.

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

32 C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written
 33 statement describing the facts of the issue, within thirty (30) calendar days after the written notice
 34 described above to COUNTY's Director of Behavioral Health, or designee, for final resolution.

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

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

4 **V. REPORTS**

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

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

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

15 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Reports Paragraph of this Exhibit A to the Agreement.

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