

1 AGREEMENT FOR PROVISION OF  
2 PRIMARY MEDICAL CARE PHYSICIAN SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE

5 AND  
6 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
7 A CONSTITUTIONAL CORPORATION, ON BEHALF OF  
8 UC IRVINE HEALTH PHYSICIANS & SURGEONS  
9 MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

10  
11 ~~THIS AGREEMENT entered into this 1st day of March 2015, which date is enumerated for~~  
12 ~~purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE~~  
13 ~~REGENTS OF THE UNIVERSITY OF CALIFORNIA A CONSTITUTIONAL CORPORATION, ON~~  
14 ~~BEHALF OF UC IRVINE HEALTH PHYSICIANS & SURGEONS (CONTRACTOR). This~~  
15 ~~Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~

16 THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of September 2016,  
17 which date is enumerated for purposes of reference only, is by and between the COUNTY OF  
18 ORANGE (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA A  
19 CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE HEALTH PHYSICIANS &  
20 SURGEONS (CONTRACTOR). The Original Agreement and this First Amendment are and shall  
21 continue to be administered by the Director of the COUNTY's Health Care Agency or his/her  
22 authorized designee ("ADMINISTRATOR").

23 **W I T N E S S E T H:**

24  
25 ~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of~~  
26 ~~Primary Medical Care Physician Services described herein; and~~

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

29 WHEREAS, on the 10th day of February 2015, COUNTY and CONTRACTOR previously  
30 entered into that certain Agreement for the provision of Primary Medical Care Physician Services for  
31 the period March 1, 2015 through February 28, 2017; and

32 WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement for the provision of  
33 Primary Medical Care Physician Services effective the 1st day of September 2016 changing the current  
34 rate per hour from \$115.00 to \$150.00; and

35 WHEREAS, COUNTY and CONTRACTOR agree the maximum obligation per period will remain  
36 the same at \$115,000;

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** March 1, 2015 through February 28, 2017

Period One means the period from March 1, 2015 through February 29, 2016

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

**Maximum Obligation:**

Period One Maximum Obligation: \$115,000

Period Two Maximum Obligation: 115,000

TOTAL CONTRACT MAXIMUM OBLIGATION: \$230,000

**Basis for Reimbursement:** Fee-for-Service

**Payment Method:** Fee-for-Service

**Notices to COUNTY and CONTRACTOR:**

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

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

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## I. ACRONYMS

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

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3		
4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASA	American Society of Anesthesiologists
6	C. ASRS	Alcohol and Drug Programs Reporting System
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHS	Correctional Health Services
12	I. CT	Computed Tomography
13	J. D/MC	Drug/Medi-Cal
14	K. DHCS	Department of Health Care Services
15	L. DPFS	Drug Program Fiscal Systems
16	M. DRS	Designated Record Set
17	N. HCA	Health Care Agency
18	O. HHS	Health and Human Services
19	P. HIPAA	Health Insurance Portability and Accountability Act
20	Q. HSC	California Health and Safety Code
21	R. MHP	Mental Health Plan
22	S. MRI	Magnetic Resonance Imaging
23	T. MSI	Medical Services Initiative
24	U. OCJS	Orange County Jail System
25	V. OCPD	Orange County Probation Department
26	W. OCR	Office for Civil Rights
27	X. OCSD	Orange County Sheriff's Department
28	Y. OIG	Office of Inspector General
29	Z. OMB	Office of Management and Budget
30	AA. OPM	Federal Office of Personnel Management
31	AB. PADSS	Payment Application Data Security Standard
32	AC. PC	State of California Penal Code
33	AD. PCI DSS	Payment Card Industry Data Security Standard
34	AE. PHI	Protected Health Information
35	AF. PII	Personally Identifiable Information
36	AG. PRA	Public Record Act
37	AH. TAR	Treatment Authorization Request

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

## 6 **II. ALTERATION OF TERMS**

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

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

## 14 **III. COMPLIANCE**

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

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

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

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

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

36 //

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

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

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

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

26           2. An Ineligible Person shall be any individual or entity who:  
27           a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
28 federal and state health care programs; or

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

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

4 5. 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 if a Covered Individual providing  
 7 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
 8 Ineligible Person.

9 6. 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 7. 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 with  
 18 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 the CONTRACTOR and ADMINISTRATOR.

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

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

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

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

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

33 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

37 //

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

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

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

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

#### 11 **IV. CONFIDENTIALITY**

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

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

22 C. If CONTRACTOR is a public institution, COUNTY understands and agrees the  
23 CONTRACTOR is subject to the provisions of the California Public Records Act. In the event  
24 CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect  
25 of this Agreement, CONTRACTOR shall contact COUNTY to advise of such request. CONTRACTOR  
26 shall make best efforts to advise COUNTY no less than three (3) business days prior to releasing such  
27 information.  
28

#### 29 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

30 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
31 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
32 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
33 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
34 Any attempted assignment or delegation in derogation of this paragraph shall be void.  
35

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



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

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

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

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

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

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

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

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

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



1 C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
 2 required insurance, or maintain a program of self-insurance at CONTRACTOR's expense and to submit  
 3 to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that  
 4 the insurance provisions of this Agreement have been complied with and to maintain such insurance  
 5 coverage or maintain equivalent self-insurance during the entire term of this Agreement. In addition, all  
 6 subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain  
 7 insurance or equivalent self-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 D. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs  
 15 or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage.

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

18 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

37 //

1	Workers' Compensation	Statutory
2		
3	Employers' Liability Insurance	\$1,000,000 per occurrence
4		
5	Professional Liability Insurance	\$3,000,000 per claims made
6		or per occurrence
7		
8	Sexual Misconduct Liability	\$1,000,000 per occurrence
9		

10 H. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

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

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

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

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

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

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

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

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

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

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

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

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

13 R. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:

- 15 a. Prior to, or at the time of, execution of this Agreement.
- 16 b. No later than the expiration date for each policy.
- 17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
18 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

19 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced  
20 in the Referenced Contract Provisions of this Agreement.

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

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

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

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

34 d. Notwithstanding the above, endorsements shall not be required in the case of self-  
35 insurance.

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37 //

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

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

## 8 9 **IX. INSPECTIONS AND AUDITS**

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

20 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 21 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 22 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
 23 evaluation or monitoring.

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

26 D. COUNTY shall provide CONTRACTOR with at least fifteen (15) days written prior notice of  
 27 such inspection or evaluation; provided, however, that the State of California, or duly authorized  
 28 representative, which may include COUNTY, shall be required to provide at least seventy-two (72)  
 29 hours notice for its onsite inspections and evaluations. Unannounced inspections, evaluations, or  
 30 requests for information may be made in those situations where arrangement of an appointment  
 31 beforehand is not possible or is inappropriate due to the nature of the inspection or evaluation.

### 32 **C. AUDIT RESPONSE**

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



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

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

### 13 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

## 34 **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

35 A. Any written information or literature, including educational or promotional materials,  
 36 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
 37



1 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
 2 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
 3 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
 4 and electronic media such as the Internet.

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

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

## 17 **XII. MAXIMUM OBLIGATION**

18 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
 19 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in  
 20 the Referenced Contract Provisions of this Agreement.

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

## 26 **XIII. NONDISCRIMINATION**

### 27 A. EMPLOYMENT

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





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

## 6 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

27 F. CONTRACTOR may retain participant, client, and/or patient documentation electronically in  
 28 accordance with the terms of this Agreement and common business practices. If documentation is  
 29 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

36 //

37 //

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

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

7 I. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)  
8 years following discharge of the participant, client and/or patient, with the exception of non-emancipated  
9 minors for whom records must be kept for at least one (1) year after such minors have reached the age of  
10 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

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

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

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

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

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

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

### 32 **XVII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

1 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the  
2 identity of their employees and their eligibility for employment in the United States.

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

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

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

17  
18 **XVIII. SEVERABILITY**

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

24  
25 **XIX. STATUS OF CONTRACTOR**

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

36 //  
37 //

**XX. TERM**

1  
2 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
3 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
4 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
5 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as  
6 would normally extend beyond this term, including but not limited to, obligations with respect to  
7 confidentiality, indemnification, audits, reporting and accounting.

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

**XXI. TERMINATION**

10  
11  
12 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days  
13 written notice given the other party.

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

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

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

**D. CONTINGENT FUNDING**

- 34  
35 1. Any obligation of COUNTY under this Agreement is contingent upon the following:  
36 a. The continued availability of federal, state and county funds for reimbursement of  
37 COUNTY's expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //





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, UC IRVINE HEALTH PHYSICIANS & SURGEONS

6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9  
10 TITLE: \_\_\_\_\_

11  
12  
13 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

14  
15  
16 TITLE: \_\_\_\_\_

17  
18  
19 COUNTY OF ORANGE

20  
21  
22 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

23 HEALTH CARE AGENCY

24  
25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

32 DEPUTY

33  
34  
35  
36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President;  
37 and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
 2 AGREEMENT FOR PROVISION OF  
 3 PRIMARY MEDICAL CARE PHYSICIAN SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
 8 A CONSTITUTIONAL CORPORATION, ON BEHALF OF  
 9 UC IRVINE HEALTH PHYSICIANS & SURGEONS  
 10 MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

11 **I. ASSURANCES**

12  
13 In accordance with funding requirements under Title XXVI of the Public Health Services Act, as  
14 amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009, CONTRACTOR  
15 assures that it will:

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

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

21 C. Catalog of Federal Domestic Assistance (CFDA) Information

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

24  
25 CFDA Year: 2015

26 CFDA#: 93.914

27 Program Title: HIV Emergency Relief Project Grant (B)

28 Federal Agency: Department of Health and Human Services

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

30 Amount: \$38,334 (estimated per year)

31  
32 CFDA Year: 2015

33 CFDA#: 93.917

34 Program Title: Grants to States and Territories

35 Federal Agency: Department of Health and Human Services

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

37 Amount: \$38,333 (estimated per year)

1 CFDA Year: 2015

2 CFDA#: 93.918

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

5 Federal Agency: Department of Health and Human Services

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

7 Project Grants (B) (Ryan White Part C)

8 Amount: \$38,333 (estimated per year)

9  
10 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC  
11 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be  
12 responsible for complying with any federal audit requirements within the reporting period specified by  
13 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

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

16  
17 **II. CULTURAL COMPETENCY**

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

24  
25 **III. PAYMENTS**

26 ~~COUNTY shall pay CONTRACTOR for physician services provided as specified in the Services~~  
27 ~~Paragraph of this Exhibit A to the Agreement, at the rate of \$115.00 per hour. CONTRACTOR shall~~  
28 ~~submit monthly invoices for such services and shall include the number of hours of physician services~~  
29 ~~provided each week and such supporting documentation as ADMINISTRATOR may require.~~

30 COUNTY shall pay CONTRACTOR for physician services provided as specified in the Services  
31 Paragraph of this Exhibit A to the Agreement, at the rate of \$115 per hour for the period March 1, 2015  
32 through August 31, 2016 and \$150.00 per hour for the period September 1, 2016 through  
33 February 28, 2017. CONTRACTOR shall submit monthly invoices for such services and shall include  
34 the number of hours of physician services provided each week, the hourly rate applicable to such  
35 invoicing period, and such supporting documentation as ADMINISTRATOR may require.”

36 //  
37 //

**IV. REPORTS**

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

**V. SERVICES**

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

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

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

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

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

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

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