

AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND TRADITIONS BEHAVIORAL HEALTH

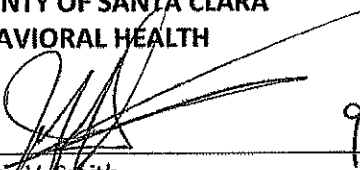
This Psychiatrist Services Agreement ("Agreement") is entered into by and between the County of Santa Clara, a political subdivision of the State of California d.b.a. Santa Clara Valley Medical Center (SCVMC), which is part of the Santa Clara Valley Health and Hospital System (SCVHHS) ("County") and Traditions Psychology Group, Inc. d.b.a. Traditions Behavioral Health ("Contractor"). This Agreement shall have an effective date upon execution of this Agreement by all parties ("Effective Date"). Contractor and County may, from time to time, be referred to in this Agreement individually as either "Party" or collectively as "Parties."

County provides psychiatric services to inmate patients at the Main Jail, Elmwood Correctional Facility, and Elmwood Correctional Center for Women (collectively "Correctional Facilities"). County desires the assistance of Psychiatrists who can provide specialized services to County's inmate patients and who can provide certain administrative services for County at the Correctional Facilities or other facility, clinic or site owned or operated by County each referred to as a County Facility.

The parties agree to comply with the General Terms and Conditions contained in this Agreement and provisions contained in Exhibit A: Scope of Service, Exhibit B: Compensation, Exhibit C: Insurance Requirements, Exhibit D: Infection and Prevention Requirements, Exhibit E: Reassignment of Benefits, Exhibit F: Santa Clara Valley Health and Hospital System (SCVHHS) Eligibility Questionnaire, Exhibit G: Assignment of Fees, Insurance Benefits, and Electronic Health Records Incentive Payments and Exhibit H: Santa Clara Valley Health and Hospital System Security and Confidentiality Agreement, which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate.

**COUNTY OF SANTA CLARA
BEHAVIORAL HEALTH**



Jeffrey V. Smith
County Executive

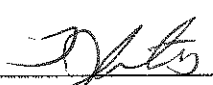
9/10/15
Date

TRADITIONS PSYCHOLOGY GROUP, INC.

Gary A. Hayes, Ph.D.
President and CEO

Date

Approved as to Form and Legality:



Theresa J. Fuentes
Lead Deputy County Counsel

9/10/15
Date

**Article I
Program Provisions**

1. TERM

This Agreement shall commence from Effective Date through September 29, 2017, unless terminated in accordance with Article III, Section 6.

2. RESPONSIBILITIES AND DUTIES OF CONTRACTOR AND PSYCHIATRISTS

- 2.1 Contractor shall provide psychiatrists, including locum tenens psychiatrists as indicated in this Agreement ("Psychiatrists") who shall provide those services set forth in Exhibit A (Scope of Service) at Correctional Facilities. Contractor shall ensure that its employees and agents comply with all applicable County rules and regulations, policies, and procedures.
- 2.2 Contractor shall comply with all federal, state, and local laws and regulations applicable to the provision of or payment for contracted services, including, but without limitation, laws relating to regulation and licensure of medical providers, and other organizations that have established standards applicable to the provision of the Scope of Service.
- 2.3 Psychiatrist performing services under this Agreement shall meet expectations for performance as outlined in the contractual agreement and shall comply with the provisions of the governing instruments of SCVMC, including, without limitation, the SCVMC rules and regulations, the Practitioner Code of Conduct, Peer Review Processes including Ongoing Professional Practice Evaluation (OPPE) / Focused Professional Practice Evaluation (FPPE), Conflict Management, and Medical Staff Bylaws as each may be amended from time to time, and such policies, procedures and protocols related to provision of the Scope of Service, as may from time to time be established, including any quality assurance and utilization review policies. Such instruments, policies, procedures, and protocols (Policies) may be amended from time to time by SCVMC without prior approval of Psychiatrist. Psychiatrist performing services under this Agreement certify that they are properly oriented to SCVMC's Policies.
- 2.4 The Custodial Facilities are IMQ certified. Psychiatrist shall participate in and provide documentation and files for all appropriate Peer Review Processes including Peer Review, OPPE and when indicated FPPE for all Psychiatrists performing services under this Agreement as directed by County.
- 2.5 At all times during the term of this Agreement, Psychiatrist shall maintain appropriate skills, competency, and obtain continuing education commensurate with type of services that are being provided hereunder.
- 2.6 Psychiatrist shall fulfill and comply with all requirements of Exhibit D (Infection and Prevention Requirements) as set forth or as hereafter modified, while providing services at SCVMC.
- 2.7 All records of psychiatric care provided to inmates at Correctional Facilities will remain at all times under the custody and control of SCVMC.

- 2.8 Psychiatrists shall obtain and maintain privileges and medical staff membership at SCVMC and, where applicable, must be credentialed for health care plans with which the County contracts. Contractor shall be solely responsible for the costs associated with the Psychiatrists obtaining and maintaining privileges at SCVMC and being credentialed for health care plans with which the County contracts.
- 2.9. All Psychiatrists shall be approved by County before such Psychiatrists begin work at the Correctional Facilities. If at any time a Psychiatrist is not meeting the requirements of County as determined by County, the parties agree to work collaboratively to either correct the deficient practices or replace such Psychiatrist with another Psychiatrist within ten (10) days from the date that County gives notice to Contractor.

3. CERTIFICATION OF PSYCHIATRIST

- 3.1 Contractor certifies to the best of its knowledge that each Psychiatrist has not been convicted of an offense related to health care, or any listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in Medicare, MediCal, or any other federal or state funded health care program. Contractor certifies that the Psychiatrist possesses all required licenses, that such licenses are in good standing, and that in providing these contract services, they are operating within any and all limitations or restrictions of these licenses.
- 3.2 Contractor agrees to notify the County immediately should its Psychiatrist be audited, investigated, administratively or criminally charged, or convicted of a health care related offense. During the pendency of any such proceedings, Psychiatrist may, at the request of the County, be removed from any responsibility for, or involvement in, the provision of services under this Agreement. It is the Contractor's obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Psychiatrist for a health care offense.
- 3.3 Contractor will indemnify, defend and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Psychiatrist from any government health care related program.
- 3.4 If Psychiatrist utilizes County facilities when performing under this Agreement, Psychiatrist shall read and abide by the requirements of the SCVMC Compliance Program, Code of Conduct, and Compliance Program Manual. Psychiatrist, at the request of County, shall attend compliance workshops provided by SCVMC. Psychiatrists who do not utilize County facilities shall implement a compliance program and shall provide County with a copy of their compliance programs, if requested.

4. RESPONSIBILITIES AND DUTIES OF THE COUNTY

The County shall coordinate the delivery of the Scope of Service by Psychiatrist under this Agreement. The County, at its sole expense, shall provide adequate support personnel, operating room time, equipment, facilities, medical and office space and supplies necessary for the delivery of the Scope of Service (Resources), which Resources Psychiatrist acknowledges may also be used by

other providers. The County shall be solely responsible for payment of the salary, Social Security benefits, Worker's Compensation, and other employee benefits for the support personnel. Support personnel shall not be deemed to be employees of the Psychiatrist for any purpose.

5. RELATIONSHIP OF THE PARTIES

None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and shall not be construed to be, in a relationship of joint venture, partnership, or employer-employee except as otherwise required by law. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.

6. THE JOINT COMMISSION

Contractor acknowledges that SCVMC is accredited by The Joint Commission (TJC) on Accreditation of Healthcare Organizations. Contractor also acknowledges that Psychiatrist's performance under this Agreement shall comply with applicable TJC standards. Further, Contractor agrees to cooperate with and/or participate in any TJC review or survey as requested by the County and/or TJC.

Article II Insurance Requirements

1. INSURANCE AND INDEMNIFICATION

- 1.1 Throughout the term of this Agreement, Contractor shall indemnify County as set forth in Exhibit C (Insurance Requirements).
- 1.2 Throughout the term of this Agreement, Contractor shall maintain policies of insurance or a funded self-insurance program meeting the requirements set out in Exhibit C (Insurance Requirements). Contractor shall provide the County with a certificate of such insurance or self-insured fund, neither of which shall be canceled or materially changed or reduced absent thirty (30) days prior written notice to County.

Article III Financial Obligation

1. COMPENSATION

In consideration of the contracted services provided to County by Psychiatrist, the County shall pay Contractor for all undisputed charges in accordance with the compensation schedule described in Exhibit B (Compensation). The maximum compensation paid to Contractor pursuant to this Agreement shall not exceed \$3,731,636.90 annually inclusive of expenses as described below. The County will not pay any cost or charge that is not delineated in this Agreement.

Contractor has the sole and exclusive responsibility for payment of compensation to all Psychiatrists performing services under this Agreement. The County shall not pay and shall have no responsibility to pay salary, social security, workers compensation, or other employee benefit of any kind to Contractor's Psychiatrists, as well as for any liabilities that may arise in connection with their employment and for their direction and control.

2. PAYMENTS

2.1 Contractor shall submit to the Chief Medical Officer or designee each month an invoice, along with supporting documentation, in the form acceptable to the County, for services provided as outlined in Exhibit A (Scope of Service). Invoices shall include, but are not limited to: itemized list of Psychiatrists who provided services, rate of pay, and the dates and hours of services during the immediately preceding calendar month. Invoices shall be sent to the following address:

County of Santa Clara
Santa Clara Valley Health & Hospital System
Attention: Contract Solutions Department
2325 Enborg Lane, Suite 360
San Jose, CA 95128

2.2 Payment by County shall be due net fifteen days (15) days after County has an approved invoice. If the County makes payments using electronic transfer of funds, payments made to the payee's bank account with a financial institution will be deemed to have been made when the funds are transferred by the County and Contractor has confirmed electronic receipt via industry standard means and technology.

2.3 Payment by County for services rendered by Contractor's Psychiatrist is subject to review and acceptance of the services by the County. Any portion of invoice not approved for payment, may be resubmitted with next cycle following completion of agreed upon additional work.

3. BUDGET CONTINGENCY

This Agreement is contingent on the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for purposes of this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to the Agreement indicating the reduced amount.

4. CHARGES

County shall set any and all charges related to contracted services provided under this Agreement.

5. BILLING

5.1 The County shall have the sole and exclusive right to bill and collect for all fees associated with contracted services.

5.2 Contractor shall and hereby does assign to the County all of the Psychiatrist's rights, if any, to monies due for contracted services rendered by Psychiatrist to patients of the County under this

Agreement. Contractor shall also require each Contractor's Psychiatrist to assign to County all of his or her rights, if any, to monies due for contracted services rendered by the Psychiatrist to the patients of County under this Agreement. As an express condition to County's making payments to Contractor under Article III, Section 2.1, Psychiatrist shall execute separate assignment to the County in the form Exhibit E (Reassignment of Benefits). If Psychiatrist fails to execute such assignment, Psychiatrist is prohibited from providing contracted services on behalf of County. Psychiatrist shall cooperate fully with the County in facilitating such billing and collections, including completion of all necessary forms.

- 5.3 Under no circumstances shall Contractor or its Psychiatrist bill patients or any third party payors for contracted services provided to patients of the County under this Agreement.
- 5.4 Psychiatrist may be eligible for Meaningful Use Incentive Payments as a result of Psychiatrist's use of the County's Electronic Health Record (EHR). Psychiatrist understands that the County is adopting, implementing, and/or upgrading its health information technology systems to comply with the HER Incentive Program as defined in Section 1.2 of the Health Information Technology for Economic and Clinical Health Act of 2009, Pub. L. 111-5 and the regulations promulgated thereunder. To the extent Psychiatrist is eligible to receive Medicare and Medicaid HER Incentive Payments pursuant to 42 C.F.R. sections 424.73 and 424.80, Psychiatrist may reassign the entire amount of those payments to the County for the time period during which Psychiatrist is on contract with the County if Psychiatrist has not assigned his or her Incentive Payments to another entity. If Meaningful Use Incentive Payments will be assigned to the County, Psychiatrist shall complete and return the attached Exhibit F (Santa Clara Valley Health and Hospital System (SCVHHS) Eligibility Questionnaire) and Exhibit G (Assignment of Fees, Insurance Benefits, and Electronic Health Records Incentive Payments).

6. TERMINATION OF AGREEMENT

Notwithstanding any provisions contained in the Santa Clara Valley Medical Center Medical Staff Bylaws or Rules, this Agreement may be terminated as follows:

- 6.1 This Agreement may be terminated by either Party without cause upon ninety (90) days written notice to the other Party.
- 6.2 This Agreement may be terminated at any time "for cause" under the following circumstances:
- i. County may terminate this Agreement if Contractor fails to keep, observe, or perform any agreement, duty, or responsibility assumed by it under this Agreement, and fails to cure such default in a reasonable manner within thirty (30) days after written notice thereof has been given to the Psychiatrist by the County;
 - ii. Either party may terminate this Agreement if the other party is determined to be bankrupt, provided that notice of termination must be given by the non-defaulting party no later than thirty (30) days after the date it received notice of the bankruptcy. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar

occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

- iii. Either party may terminate this Agreement if that party receives notice or otherwise becomes aware of any Action, and the parties, acting in good faith, are unable to make the amendments to this Agreement necessary to comply with the Action, or the parties determine in good faith that compliance with the Action is impossible or infeasible. For purposes of this Section, Action shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency or any decision, finding or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Contractor or County, if or when implemented, would (a) revoke or jeopardize the status of any health facility license granted to Psychiatrist or County, (b) revoke or jeopardize the federal, state or local tax-exempt status of County or (c) subject Contractor or County, or any of their respective employees or agents, to civil action or criminal prosecution on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.
- iv. Either party may terminate this Agreement if any arbitrator, administrative agency or court of law determines that the contract, or any provision thereof, is unenforceable or in violation of any state or federal labor or other law.

Article IV Standard Provisions

1. DATA OWNERSHIP, CONFIDENTIALITY AND HIPAA COMPLIANCE

- 1.1 Any information provided to or developed by Contractor and its Psychiatrist in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor and its Psychiatrist without the prior written approval of County except as may otherwise be required by law. Contractor and its Psychiatrist shall not, without County's written permission consent, use or disclose County or patient information or data other than in the performance of its obligations under this Agreement.
- 1.2 During the term of its Agreement and any mutually agreed upon extension thereof, Contractor and its Psychiatrist shall use every effort to (1) require authorized user to enter user identification codes and passwords prior to gaining access to the County data, and (2) control access by any end user to County data.
- 1.3 If any County data is lost or damaged due to the negligent acts or omissions of Contractor and its Psychiatrist while working in any Information Systems such as Electronic Medical Record, Contractor shall use every effort to assist in replacing or regenerating such data at no additional cost to County.

- 1.4 All patient information shall be treated as confidential by Contractor's Psychiatrist. County employee information, financial information and proprietary information are also confidential. Contractor shall ensure that Contractor's Psychiatrists shall comply with the terms set forth in Exhibit H (Security and Confidentiality Agreement).
- 1.5 County will permit Contractor and the authorized representatives of Contractor, during normal business hours and as often as reasonably requested, to visit and inspect at the expense of Contractor, books, records and, subject to all applicable laws related to the confidentiality of medical records, all records of patients treated by Contractor's Psychiatrists, for purposes of monitoring the quality and amount of professional services rendered by one or more of Contractor's Psychiatrists pursuant to this Agreement. Subject to all applicable laws related to the confidentiality of medical records, Contractor will have the right to make copies of, at Contractor's sole expense, all medical records of patients treated by Contractor's Psychiatrists for any purpose related to the performance of contracted services hereunder and as permitted by law.
- 1.6 The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Privacy Regulations promulgated thereunder and various state and federal privacy laws, including but not limited to California Welfare & Institutions Code section 5328 establish certain rights, obligations and duties in relation to the use and disclosure of individually identifiable health information. County shall ensure that its Notice of Privacy Practices, required under the HIPAA Privacy Regulations, meets all of the applicable requirements for notices of privacy practices set forth in the HIPAA Privacy Regulations. County acknowledges and represents that its Notice of Privacy Practices will cover Contractor's Psychiatrists and that the Psychiatrists will be subject to all of County's policies and procedures related to complying with HIPAA and the HIPAA Privacy Regulations and will be adequately trained in the requirements of such policies. County further represents that it will maintain the designated record set, as that term is defined in HIPAA and the HIPAA Privacy Regulations, for all contracted services provided by the Psychiatrists pursuant to this Agreement and that it will be solely responsible for complying with the individual rights provisions under the HIPAA Privacy Regulations with respect to the designated record set.

2. USE OF NAMES AND LOGOS

Neither party to this Agreement shall be permitted to use the other's name, logo or corporate identity for any purpose without the prior written consent of the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days' prior notice from the consenting party.

3. CONTRACTING PRINCIPLES

Contractor agrees to comply with the County's Contracting Principles set forth in the Board of Supervisors' Policy Manual, which is available on the County website. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access,

through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

4. NOTICES

All notices required by this Agreement shall be deemed given when in writing and delivered personally or five days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address or addresses set forth below or on such other address as the party may provide to the other party in writing:

TO CONTRACTOR

Gary A. Hayes, President and CEO
Traditions Psychology Group, Inc.
d.b.a Traditions Behavioral Health
1580 First Street
Napa, CA 94559

TO COUNTY

Paul E. Lorenz, Chief Executive Officer
Santa Clara Valley Medical Center
751 S. Bascom Avenue, Room # 7C116
San Jose, CA 95128

5. THIRD-PARTY BENEFICIARIES

The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any person to whom services are provided, by a Contractor or by any other third party.

6. DISPUTE RESOLUTION

6.1 All disputes arising in connection with the performance by any party under this Agreement shall be subjected to the provisions of this Section 6. Time is of the essence in the resolution of disputes. The parties shall act immediately to resolve informally such disputes.

6.2 If the parties, through their respective authorized designees, cannot mutually resolve a dispute within seven (7) days after written notification by any party to the other parties of the existence of such dispute, then the following procedure shall apply:

(i) Each party shall appoint one person to act as an impartial mediator in an attempt to resolve such dispute. Each of the mediators shall have sufficient knowledge and experience to understand such dispute but shall not be a person who performs services under the Agreement. The mediators shall be known as the Dispute Resolution Group;

(ii) The Dispute Resolution Group shall convene at SCVMC, or at another location agreeable to all parties, not later than twelve (12) days following notification of the existence of such dispute and shall meet for a maximum of four (4) four-hour sessions during the subsequent seven (7) business days in an attempt to reach a resolution of such dispute which is acceptable to the parties. At such sessions, the Dispute Resolution Group may allow the parties to present arguments and other information regarding such dispute. Legal counsel shall be permitted to present arguments;

(iii) In the event that at such sessions, the Dispute Resolution Group fails to reach a resolution of such dispute, which is acceptable to all parties, then each party, may assert its other rights and remedies as provided under this Agreement, or provided by law;

(iv) Each party shall bear its own costs of mediation, including the cost of the mediator appointed by that party.

6.3 Nothing in this Section 6 is intended to delay either party's right to suspend, cancel or terminate the Agreement, in accordance with applicable provisions herein.

7. EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS

The County is an equal opportunity employer. Contractor shall comply with all applicable federal, state, and local laws and regulations including the County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; Sections 503 and 504 of The Rehabilitation Act of 1973; and Sections 1101, and 1102 of the California Labor Code. Contractor and its Psychiatrist shall not discriminate against any employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Contractor and its Psychiatrist shall not discriminate in provision of contracted services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

8. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. In the event County determines that County facilities have been entirely or substantially destroyed by any of the above, this Agreement may be terminated by either party upon ten (10) days written notice to the other.

9. COUNTY NO-SMOKING POLICY

Contractor and its employees and agents shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

10. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor and its Psychiatrist hereby assigns to the County all rights, title, and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Psychiatrist for sale to the County pursuant to this Agreement.

11. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Contractor and its successors and assigns, and upon the County and its successors and assigns.

12. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Venue for all purposes shall be Santa Clara County.

13. NON-ASSIGNMENT

No assignment of this Agreement or of the duties, rights, and obligations hereunder shall be valid without the specific written consent of both parties.

14. AMENDMENTS

This Agreement and each Exhibit to this Agreement may be amended only by a written instrument signed by the parties.

15. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, represents the entire Agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

18. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

19. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

20. WAGE THEFT PREVENTION

- (1) **Compliance with Wage and Hour Laws:** Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- (2) **Final Judgments, Decisions, and Orders:** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- (3) **Prior Judgments against Contractor and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- (4) **Judgments During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive—Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

- (5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- (6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- (7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21. INTENTIONALLY DELETED.

22. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

23. GIFTS

During the term of this Agreement, Contractor will not accept any gifts, samples, promotional items, meals, food, travel, honoraria, expense reimbursement, speaking engagements, employment, or any other compensation from pharmaceutical or healthcare device or supply companies with the exception of research related activities that have been approved by an Institutional Review Board.

Exhibit A
Scope of Service

I. Service Description and Expected Outcome (Scope of Service)

- A. Contractor shall recruit, screen, and present qualified Psychiatrists to provide Psychiatry Services assigned by the Chief Medical Officer (CMO) or designee to County inmate patients at County Correctional Facilities.
- B. Contractor shall certify that all psychiatrists have read and acknowledge all provisions of this Agreement.
- C. Contractor shall provide psychiatrists and psychiatry services to the County under this contract as follows:

i. General Obligations:

- a. Psychiatrists shall timely and accurately document and complete all patient care medical records within 24 hours of the service provided to patient.
- b. Upon the implementation of an electronic health record in Custody Health, psychiatrists shall submit charges for all levels of patient care through HealthLink within 24 hours of the service provided to patient.
- c. Psychiatrists shall use their professional judgment when providing care and treatment for inmate patients under this Agreement.
- d. Psychiatrists will provide Psychiatry Services on a schedule that is developed by the Traditions Medical Director and is mutually agreeable to the County and Contractor.
- e. Psychiatrists must obtain and maintain a security clearance permitting them to work inside the Custodial Facilities.
- f. Psychiatrists will comply with the County Medication Monitoring Guidelines and will adhere to the established custody health formulary and prescribing rules as determined by County.

ii. Psychiatrists' Requirements:

- a. Psychiatrists must hold an active and unrestricted California medical license and DEA registration number and must not be on any Medicare/Medi-Cal or third party insurance payor restriction lists.
- b. Psychiatrists must meet SCVMC credentialing and privileging requirements.
- c. Psychiatrists must demonstrate competency or interest in providing psychiatry services to a diverse multicultural population. Psychiatrists may need to use phone interpreter services to provide services to patients without English fluency.

- d. Psychiatrists shall use their professional judgment when providing care and treatment for patients under this Agreement.
- e. Psychiatrists must provide all medical services under this Agreement in conformance with all applicable federal, state and local laws, regulations, and County policies, procedures, rules, regulations, and bylaws.
- f. Psychiatrists must demonstrate proficiency in the use of electronic health records for documentation and physician orders.
- g. Psychiatrists shall participate in any peer review program and compliance program requested by County.
- h. Psychiatrist must attend trainings as required by the Chief Medical Officer or designee.
- i. Psychiatrists must attend departmental meetings as required by the Chief Medical Officer or designee.
- j. Psychiatrists must be able to work effectively and efficiently with other members of the treatment team and with correctional staff in the Custodial Facilities.

iii. Psychiatry Services:

Contractor understands and agrees that time is of the essence and will engage its best efforts to recruit Psychiatrists to meet County's staffing needs as of the Effective Date. Contractor shall provide Psychiatrists to County immediately as they become available to Contractor and County shall allocate the Psychiatrists to services as indicated below in County's discretion. The parties agree that no later than November 2, 2015 the Psychiatrists shall be fully staffed and performing services as follows:
Psychiatrists

- a. Psychiatrist coverage via three (3) psychiatrists per day 7 days per week for the 45-bed psychiatric inmate inpatient unit at the Main Jail facility for a total of twenty-four (24) hours of service per day during the hours of 0800-1700 daily (totaling 8,760 hours per year).
- b. Psychiatrist coverage in the Medication Management Clinics at the Correctional Facilities via two and one-half (2.5) psychiatrists for twenty hours (20) per day Monday – Friday, excluding County holidays, during the hours of 0800-1700 (totaling 5000 hours per year).
- c. Provision of a psychiatrist Medical Director, who shall provide medical direction for all psychiatrist and other mental health professional services at the Correctional Facilities (totaling 700 hours per year).
- d. Psychiatrists will provide ongoing clinical supervision and oversight for the County-employed behavioral health nurse practitioners working in these clinical units, including the development and implementation of standardized nursing protocols, training, and direct clinical supervision as needed.

- e. The Psychiatrist providing medical direction under this Agreement shall provide regular reports and recommendations regarding the delivery of psychiatric care to inmates at the County Facilities to the Chief Medical Officer or designee on a monthly basis or more frequently as determined by County.
- f. The County and Contractor will review and collaborate on the ongoing identification of the appropriate distribution of Psychiatric hours and services under this Agreement in order to meet the needs of the County and inmate patients in the Custodial Facilities. This Agreement may be amended by both parties to reflect any changes mutually agreed between the parties.
- g. Provide direct patient care, including work with individual inmate patients.
- h. Provide psychiatric consultations with other staff regarding patient care, medical and diagnostic work performed.
- i. Participate in treatment team planning.
- j. Conduct or coordinate appropriate physical, behavioral, psychological, laboratory and radiologic assessment of patients to determine treatment needs.
- k. Prescribe medications.
- l. Refer patients to other human service agencies and consult with such, as required.
- m. Authorize involuntary detention and transfer to hospitals as required.
- n. Complete medical records and billing timely and accurately. Psychiatrists are expected to be skilled at documenting and billing using SCVHHS electronic health records.
- o. Psychiatrist shall comply with all Title 15 and state and federal laws and regulations regarding the provision of medical and mental health care in County custodial facilities.

II. Deliverables, Milestones, Timeline for Performance

Contractor shall verify that all psychiatrists meet the following professional qualifications, which must be valid and in force:

- A. Certification of completion of a psychiatric residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or equivalent;
- B. Board eligibility or certification by the American Board of Psychiatry and Neurology (ABPN) in General Psychiatry;
- C. Board eligibility or certification in child and adolescent psychiatry only if the psychiatrist will provide services to children and adolescents;

- D. Certificate of current Controlled Substance Registration issued by the Drug Enforcement Administration (DEA);
- E. Physician and Surgeon license issued by the Medical Board of California;
- F. Eligibility to participate in federally funded health care programs, as verified with the Office of Inspector General (OIG) and the Medi-Cal suspended and eligible lists.
- G. Contractor agrees that if a criminal charge or civil or administrative action related to health care is brought, exclusion from a federal or state health care program is sought, or a disciplinary action or investigation commenced by a licensing authority, the Medical Board, Medicare program, Medi-Cal program, medical staff or other professional medical organization against any Psychiatrist (all preceding actions referred to are herein after referred to as "Proceeding"), Contractor will provide prompt notice to County of such Proceeding. The Psychiatrist involved in the Proceeding may, at County's discretion, be removed from any responsibility for or involvement in the provision of Contracted Services under this Agreement during the pendency of such Proceeding. The requirement of "prompt notice" means that a written report shall be submitted at the earliest date reasonably possible, but in no event more than forty-eight (48) hours after Contractor learns of such Proceeding.
- H. Contractor shall certify that all psychiatrists have read, acknowledge and abide by the requirements of the SCVHHS Compliance Program and Code of Conduct.

III. Performance Standards

- A. Contractor shall require that all Psychiatrists comply with any and all federal, state, and local laws and regulations applicable to the provision of or payment for Contracted Services, including, but without limitation, laws relating to regulation and licensure of psychiatrists, as well as standards and requirements of the California Medical Board, California Medical Association, and other organizations that have established standards applicable to the provision of the Contracted Services.
- B. At all times during the term of this Agreement, the Psychiatrists shall maintain appropriate skills, competency, and obtain continuing education commensurate with psychiatrists providing the type of services that are being provided hereunder.
- C. At all times during the term of this Agreement, Contractor shall comply and require that Psychiatrists, if any, comply with all credentialing, proctoring and contracting requirements of each third party payor with which County contracts or in the future may contract for the provision of Contracted Services, including, without limitation, any psychiatrist agreement with any insurance company, employer, governmental agency, HMO, PPO, IPA or other third party payor, provided that the Contractor has been properly notified of any and all requirements in a timely manner in order to comply with all requirements as given.
- D. Contractor acknowledges that SCVHHS hospital and clinics are accredited by The Joint Commission (TJC). Contractor's performance under this Agreement shall comply with all applicable TJC standards. Contractor shall require that Psychiatrists who are to provide services to patients at SCVHHS are properly oriented to SCVHHS policies and procedures, maintain appropriate skills, competency, and continuing education commensurate with the current job

duties. Further, Contractor agrees to cooperate with and/or participate in any TJC review or survey as requested by SCVHHS and/or The Joint Commission at no cost to Contractor.

- E. The Contractor and County acknowledge and agree that only Psychiatrists shall practice medicine. Psychiatrists shall retain the exclusive authority to direct the method, means and scope of the practice of medicine in connection with its provision of Contracted Services. The Psychiatrists shall use his/her professional judgment when providing care and treatment for SCVHHS patients under this Agreement.
- F. Psychiatrists placed by Contractor are subject to the same County personnel policies and union contract that all County doctors work under.
- G. Contractor shall certify, to the best of its knowledge, that each Psychiatrist: (a) is a psychiatrist duly licensed to practice medicine in the State of California without restriction; (b) holds a current and valid Drug Enforcement Administration (DEA) Certificate; and (c) has medical staff privileges at SCVHHS. In addition, Contractor certifies, to the best of its knowledge that each psychiatrist: (d) is in good standing with the Medical Board of California; (e) has not been subject to any disciplinary action or investigation by any medical licensing authority, medical staff or other professional medical organization; (f) has not been convicted of a criminal offense related to health care; (g) has not been subject to any civil governmental action related to health care; and (h) has not been excluded from or is not otherwise ineligible for participation in any federal or state funded health care program. Contractor represents that it has performed an appropriate screening of the psychiatrists prior to making these certifications and that it will screen all new Psychiatrists who will provide Contracted Services under this Agreement. If any of these certifications ceases to be true, Contractor shall provide prompt notice to County upon learning of such.
- H. Contractor shall provide no greater than the following percentage of the total hours of psychiatrist coverage in each quarter (three month period) during the eight quarters of this contract via locums subcontract psychiatrists according to the following schedule:
 - i. First Quarter (September 30, 2015 to December 31, 2015) – 80%
 - ii. Second Quarter (January 1, 2016 to March 31, 2016) – 50%
 - iii. Third Quarter (April 1, 2016 to June 30, 2016) – 50%
 - iv. Fourth Quarter (July 1, 2016 to September 30, 2016) – 17%
 - v. Fifth Quarter (October 1, 2016 to December 31, 2016) – 8%
 - vi. Sixth Quarter (January 1, 2017 to March 31, 2017) – 8%
 - vii. Seventh Quarter (April 1, 2017 to June 30, 2017) – 8%
 - viii. Eighth Quarter (July 1, 2017 to September 29, 2017) – 8%
- I. Contractor shall provide the CMO with a report each quarter that identifies each psychiatrist provided to the County under this contract according to their status as either an employee of the Contractor or a subcontractor via a locums staffing company and the total number of hours that each psychiatrist worked.

**EXHIBIT B
COMPENSATION**

Contractor shall be compensated for contracted services as defined in Exhibit A (Scope of Service) for services actually provided by its Psychiatrists at the following rate:

A. Maximum Financial Obligation

The total annual maximum financial obligation for this contract is \$3,731,636.90

B. Payment Schedule

1. Compensation will be paid at an all-inclusive hourly rate of \$258.00 per hour.
 - a. The all-inclusive hourly rate includes, but is not limited to, physician rate, administrative fee and any insurance required by this Agreement.
 - b. The all-inclusive hourly rate applies regardless of status or years of training, day or overnight shifts, weekdays or weekend days or holidays.
2. Each weekly invoice will be accompanied by copies of the corresponding time sheets/statements signed by the Contractor and the Chief Medical Officer or designee. All psychiatrists must submit their timecards to Contractor by 5:00pm Pacific Standard Time of the Wednesday following the workweek.
3. Contractor will not be reimbursed for any travel in performance of their duties.

C. Billing

Contractor must submit monthly invoices to the Chief Medical Officer or designee, detailing the dates worked and services performed with copies of timesheets and any other applicable supporting documentation by the tenth (10th) day of the following month. County shall only pay for hours worked by Psychiatrists.

D. Recruitment of Contractor Staff

The parties acknowledge that Contractor has made a significant investment in the recruitment and training of its Psychiatrists. County agrees that it shall not employ any Psychiatrist provided by Contractor under this Agreement, including locum tenens Psychiatrists or independent contractors who are not employees of Contractor, for a period of one year after such Psychiatrist last provides services under this Agreement unless County first pays a recruitment fee to Contractor equal to \$50,000 for a full-time psychiatrist, \$25,000 for a half-time psychiatrist, \$12,500 for a one-quarter time psychiatrist and a pro-rated amount for any portion less than one-quarter time psychiatrist with the pro-ration based on \$50,000 for a full time psychiatrist. The parties may mutually agree to waive or lower the recruitment fee.

EXHIBIT C
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES CONTRACTS
Modified 9.1.15

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

The County shall indemnify, defend and hold harmless Contractor and/or its Physicians, officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its Physicians, officers, agents, and employees, excepting only loss, injury or damage caused by the negligence or willful misconduct of Contractor and/or its Physicians, officers, agents and employees.

The County shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees from any claim, action, charge or lawsuit filed or alleged against the County by any labor union arising out or relating to this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions for Contractor and Psychiatrists:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change

being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$1,000,000

2. **General liability coverage shall include:**

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

- 4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

County shall, at its expense, maintain a policy of professional errors and omissions liability insurance, or self-insurance, in an amount of at least one million dollars per occurrence and five million dollars in the aggregate to insure it and its employees and agents, and Contractor and its employees and agents and Contractor's Physicians providing services under this Agreement, against any and all claims and liabilities including, without limitation, costs and attorney fees incurred in the defense of claims arising from or attributable to any acts, errors or omissions to act by Contractor and Contractor's Physicians in performing under this Agreement. The provisions of this section shall survive the termination of this Agreement. The parties understand that the foregoing insurance applies only to activities performed pursuant to this Agreement and not to any other medical care or other activities of Contractor or Contractor's Physicians.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors' obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT D
Infection and Prevention Requirements

Service Providers providing services to SCVMC must meet the following health screening and infection control requirements prior to a Service Provider commencing work at SCVMC:

- I. An annual health screening clearing the Service Provider to work with no restrictions.
- II. Written documentation of immune status (positive immune titer or vaccination) for the following:
 - A. Rubella (German Measles) and Mumps. One dose of MMR vaccine given since 1967 is required. Note: If MMR vaccine is medically contraindicated, written documentation by Psychiatrist is required.
 - B. Rubeola (measles). Two doses of live vaccine since 1967 are required. Note: If Service Provider has a negative measles antibody titer, Service Provider must: (a) receive two doses of live vaccine if born after 1957; or (b) one dose of live vaccine if born before 1957 and has written documentation of one dose of live vaccine given prior to 1963; or (c) two doses of vaccine if born before 1957 and has no written documentation of past measles vaccination. If measles vaccine is medically contraindicated, written documentation by Psychiatrist is required.
 - C. Varicella. Positive immune titer or two doses of the vaccine should be documented.
 - D. Hepatitis B surface antibody. Note: If the vaccination is refused by those non-immune, a signed declination document is required.
- III. Written documentation of tuberculosis screening as indicated below:
 - A. Tuberculin Skin Test (TST):
 1. If the Service Provider has a history of a negative TST:
 - i. A two-step TST is required within three months prior to beginning assignment at SCVMC. Note: If Service Provider has had a TST within the last twelve months, a one-step TST is required within three months prior to beginning assignment at SCVHHS. An annual or semi-annual one-step TST is required thereafter, as indicated by risk assessment.
 - ii. If the TST results indicate a new positive, a documented chest x-ray is required. If chest x-ray is abnormal, clinician clearance must be obtained and documented. Annual or semi-annual symptom review is required thereafter, as indicated by risk assessment.
 2. If Service Provider has a history of positive TST: a negative tuberculosis symptom review is required and one of the following:
 - i. Documentation of in-process or completed Isonizid (INH) preventative treatment and a clear chest x-ray within the last twelve months; OR
 - ii. A clear chest x-ray done within the last three months if there is no documented INH preventative treatment in process or completed.
 - B. Interferon Gamma Release Assay (IGRA):
 1. The result of a IGRA completed within the past year can be documented for eligible service providers. IGRA must be performed and interpreted according to FDA-approved test formats in compliance with Clinical Laboratory Improvement Amendment (CLIA). An FDA approved IGRA is acceptable. For service providers who have documentation of an IGRA within the past year; this result can be

accepted only if the service provider:

- i. Does not have symptoms or signs suggestive of active Tuberculosis (TB),
- ii. Does not have a recent known exposure to TB, and
- iii. Is not immunocompromised (including those who have HIV/AIDS, end-stage renal disease, leukemia, or lymphoma or those who are using corticosteroids or tumor necrosis factor).

If the employee has one of the conditions above, the IGRA will not be accepted and the service provider must have a TST placed and follow the guideline below.

2. If the IGRA result is acceptable and positive, a chest roentgenograms is required.
3. If the IGRA result is acceptable and negative, the service provider is cleared to work from a TB standpoint.
4. If the IGRA is indeterminate, the service provider may choose to provide a second IGRA result. If the second test is also indeterminate, then TST testing is needed.

The two-step method of TST testing is utilized on all new service providers who cannot show documentation of a negative skin test in the past year (or acceptable negative IGRA as defined above). It is encouraged that all Service Providers with only an IGRA to also have a two-step TST at baseline, though it is not required to start work.

- IV. Annual fit-test results with the health care particulate respirator N95 in use at SCVMC.
- V. Written documentation of flu vaccine or completed declination form.
- VI. Written documentation of T-Dap or completed declination form.
- VII. Evidence is required for immunizations, Vaccine Preventable Diseases. Please see Infection Prevention Policy "Employee Health Infection Prevention Program" IP policy # 300. Independent Contractor is responsible to keep documentation for audit purposes.
- VIII. Comply with County's Influenza Vaccine Policy including the requirement to wear a mask during the flu season if the service provider chooses not to receive the influenza vaccine.
- IX. Disclosure of any special accommodations (i.e., latex sensitivity) that the Service Provider may require.

**EXHIBIT E
REASSIGNMENT OF BENEFITS**

I, _____, MD, hereby assign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center or other facilities, clinics, or sites owned or operated by County, pursuant to the Psychiatrist Services Agreement effective September 30, 2015 between the County of Santa Clara and Traditions Behavioral Health

This assignment shall be effective for all services provided pursuant to that Agreement.

Signature

Date

Exhibit F

Santa Clara Valley Health & Hospital System (SCVHHS) Eligibility Questionnaire

The purpose of the SCVHHS Eligibility Questionnaire is to determine your eligibility to participate in the Meaningful Use (MU) or Electronic Health Record (EHR) Incentive program. SCVHHS has adopted, implemented and/or upgraded its information technology systems to comply with the Electronic Health Record (“EHR”) Incentive Program as defined in Section 1.2 of the Health Information Technology for Economic and Clinical Health Act of 2009 (“ARRA”), Pub. L. 111-5 and the regulations promulgated thereunder. You may be eligible for Medicare and Medicaid EHR Incentive Payments pursuant to 42 C.F.R. sections 424.73 and 424.80 and to assign those payments to the County of Santa Clara. Please fill out the following information in order for us to determine your eligibility for meaningful use payments and ability to assign those payments to the County:

1. Do you currently have any of the following licenses from the State of California? Please check off those that apply. MD__ DO__ NP__ Dentist__ CNM__ PA__; Dept/Specialty_____
2. Have you previously assigned your meaningful use payments to any other organization?
Yes ____ No ____ If yes, please list the year here ____ and the organization name and contact here _____
***You may be able to change your prior assignment. Please contact us to discuss further.
3. Are you working more than 50% of your total clinical time at SCVHHS? Yes No. If no, indicate how much time clinical time is spent at SCVHHS. _____ ***"Clinical time" means time spent conducting clinical activities (seeing patients) at any facility (SCVHHS or otherwise) that uses an EHR. You may qualify to assign meaningful use payments to the County even if you work part time at SCVHHS and part time somewhere else. Please contact us to discuss further.
4. What is your current status with SCVHHS? (check [x] as many as applicable)
a. Full-time/Permanent ____ f. Volunteer ____
b. Full-time/ extra help ____ g. Retiree ____
c. Part-time/permanent ____ h. Not Affiliated ____
d. Part-time/extra help ____ i. Consult only ____
e. Contractor ____
5. What is the date you started seeing patients at SCVHHS? If known end date, provide ____ (MM/DD/YY)
Start date _____(MM/DD/YY); Dept _____ Location _____
6. During this time, did you also see patients at another facility owned by any other entity than the County of Santa Clara? Yes__ No__ Name of the org _____ Contact Phone _____

Name: _____ Address: _____

Phone No. #: _____ Email: _____

Thank you for your time. Please send the form back by FAX to 408-793-6155 or by email to MU PM at Dikshya.Adhikari@hhs.sccgov.org Any questions, please feel free to call Dikshya Adhikari at 408-793-2986.

EXHIBIT G

Assignment of Fees, Insurance Benefits, and Electronic Health Records Incentive Payments

I hereby assign to the County any and all fees and insurance benefits due and payable for medical services rendered by me as a contractor or employee of the County of Santa Clara ("County"). I understand and agree that I am precluded from billing patients, insurers, or other third parties for medical services rendered by me as a contractor or employee of the County of Santa Clara. I further understand that the County is adopting, implementing and/or upgrading its health information technology systems to comply with the Electronic Health Record ("EHR") Incentive Program as defined in Section 1.2 of the Health Information Technology for Economic and Clinical Health Act of 2009, Pub. L. 111-5 and the regulations promulgated thereunder. To the extent I am eligible to receive Medicare and Medicaid EHR Incentive Payments pursuant to 42 C.F.R. sections 424.73 and 424.80, I hereby reassign the entire amount of those payments to the County for the time period during which I am employed by or on contract with the County. I understand and agree that the County will retain all payments made by the Medicaid or Medicare program in connection with the implementation, adoption, upgrade and/or meaningful use of the health information technology systems, including but not limited to EHR Incentive Payments. I authorize County to complete and process all necessary documentation to effectuate my eligibility for, and collection of, payments, fees and insurance benefits that have been assigned to County. I understand the County will comply with all regulatory requirements necessary for it to claim and receive the payments, benefits and incentives that I have assigned to it and the County will allow me reasonable access to information so that I may assist County with such compliance.

This Assignment will be automatically withdrawn upon termination of my employment or contract with the County. If, during the term of my employment or contract with the County, I become eligible for and desire to assign my EHR Incentive Payments to an individual or entity other than the County, I can withdraw this Assignment with respect to EHR Incentive Payments upon 90 days prior notice to the County. Upon withdrawal of this Assignment for any reason, the County will have no further right to submit claims or to collect my EHR Incentive Payments except to the extent that the County has claimed for and is entitled to receive EHR Incentive Payments and other payments or benefits reassigned prior to the termination of employment, contract or withdrawal of this Assignment.

Full Legal Name of the Provider _____

NPI Number _____

SCVMC Department _____

Address _____

Phone Number _____ **Email** _____

Please submit your CMS (NPI) Username and Password following the instructions below:

Signature _____

Date _____

****Instructions on obtaining your CMS username and password:**

If you have forgotten or misplaced your login and password, please

>>> call the NPI Enumerator at 1-800-465-3203 ~ press option "0" to speak with an operator.

>>> Please tell them you forgot your login or/and password, and have them look those up for you.

>>> Please note, they are in a different time zone, so please call before 1:30pm California time.

INSTRUCTION TO MEDICAL STAFF OFFICE:

*PLEASE FAX THIS FORM TO DIKSHYA ADHIKARI; MU LEAD @ 408-793-6155 or email her the signature copy at Dikshya.adhikari@hhs.sccgov.org
Questions? Call 408-793-2986*



EXHIBIT H

Santa Clara Valley Health & Hospital System Security and Confidentiality Agreement

As an employee of, or volunteer, student, Psychiatrist, or other person doing business with Santa Clara Valley Health and Hospital System (hereinafter "the Provider"), and as a condition of my employment or other relationship, I agree to the following:

1. I am responsible for complying with the Provider's HIPAA Policies and Procedures and with applicable patient privacy laws. I acknowledge that I have received a copy of the Provider's HIPAA Policies and Procedures, or have been provided with access to these policies on the Provider's intranet site at <http://www.valleypages/centralsvcshipaa.htm>.
2. I will treat all information received in the course of my employment with the Provider, which relates to the patients of the Provider, as confidential and privileged information.
3. I will not access protected health information unless I have a need to know this information in order to perform my job.
4. I will not disclose information regarding the Provider's patients to any person or entity, other than as necessary to perform my job, and as permitted under the Provider's HIPAA Policies and Procedures.
5. I will not disclose other types of confidential information (e.g., employee information, financial information, proprietary information, etc.) to any person or entity, other than as necessary to perform my job, and as permitted under Provider's Policies and Procedures.
6. I will not log on to any of the Provider's computer systems that currently exist or may exist in the future using a password other than my own.
7. I will safeguard my computer password and will not post it in a public place, such as the computer monitor or a place where it will be easily lost, such as on my nametag.
8. I will not allow anyone, including other employees, to use my password to log on the computer.
9. I will log off the computer as soon as I have finished using it.
10. I will not use Internet e-mail to transmit protected health information unless I am instructed to do so by my Privacy Officer.
11. I will not take protected health information from the premises of the Provider in paper or electronic form without first receiving permission from my immediate supervisor or Privacy Officer.

12. Upon cessation of my employment with the Provider, I agree to continue to maintain the confidentiality of any information I learned while an employee, and agree to turn over any keys, access cards, or any other device that would provide access to the Provider or its information.

I understand that violation of this agreement may result in disciplinary actions. I also understand that violation of patient privacy laws may subject me to civil or criminal liability.