

**PHYSICIAN AGREEMENT FOR PSYCHIATRIC SERVICES
BETWEEN COUNTY OF VENTURA AND JAYASHREE COCA, M.D.**

This Agreement is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as COUNTY, and JAYASHREE COCA, M.D., a duly licensed physician, hereinafter referred to as CONTRACTOR, whose address is 74 WILLIOW SPRINGS CT #203, GOLETA CA 93117. This Agreement shall be effective APRIL 1, 2015, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for a period of 3 months, that is through JUNE 30, 2015. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may be extended for up to two one-year periods.

**SECTION I
SERVICES TO BE RENDERED**

The COUNTY hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as physician, and shall perform professional medical services (psychiatric) under the auspices of and as requested by the VENTURA COUNTY BEHAVIORAL HEALTH (VCBH) Director, VCBH Medical Director, or the VENTURA COUNTY MEDICAL CENTER (VCMC) Medical Director, and is to provide such services at all times in strict accordance with the currently approved methods and practices of his/her professional specialty.

The services to be performed by CONTRACTOR are set forth in Exhibit A, attached hereto. CONTRACTOR'S services will be provided based on CONTRACTOR'S availability and a mutually agreed schedule that takes into account CONTRACTOR'S availability and COUNTY'S needs for the provision of services and coverage. Changes with regard to the current agreed schedule may be made by mutual agreement based on changes in CONTRACTOR'S availability and COUNTY'S needs for the provision of services and coverage. Because of COUNTY'S need for coverage and overall scheduling to provide necessary services, CONTRACTOR shall generally provide at least four (4) weeks advance notice, in writing, to the VCBH Director or designee, of a requested schedule change based on changes in CONTRACTOR'S anticipated availability; provided that if COUNTY is reasonably able to accommodate less advance notice, less advance notice will be acceptable. Requested schedule changes will be approved, in writing, by the VCBH Director or designee.

Because COUNTY may experience fluctuations in patient census or have reduced or increased needs for coverage or provision of services, COUNTY may unilaterally reduce CONTRACTOR'S period or periods for provision of services and/or coverage based on such factors and COUNTY'S needs, despite CONTRACTOR'S availability. If additional service or coverage is needed by COUNTY, and CONTRACTOR is available and willing to provide additional services and/or coverage, CONTRACTOR'S agreed service or coverage schedule may be increased from time to time, as mutually agreed, to meet such needs. COUNTY'S right to develop a plan for or to utilize flexible service or coverage approaches is fully reserved.

**SECTION II
COMPENSATION OF CONTRACTOR**

COUNTY shall compensate CONTRACTOR for services rendered under this Agreement as detailed in Exhibit B, attached hereto.

SECTION III PROPERTY RIGHTS OF THE PARTIES

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR prior to or during the term of this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the exclusive property of CONTRACTOR, and COUNTY shall have no right of any nature whatsoever regarding them.

SECTION IV OBLIGATIONS OF COUNTY

During the term of this Agreement, COUNTY agrees:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage which will cover CONTRACTOR and COUNTY while CONTRACTOR is practicing under the auspices of the VCBH Director or Medical Director, irrespective of time at which such claim(s) may be filed or settled, and irrespective of the status of CONTRACTOR and COUNTY at said time.
2. Space - to provide necessary space for the performance of CONTRACTOR'S professional duties under this Agreement.
3. Supplies - to provide supplies necessary to the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of CONTRACTOR'S service.
4. Support Services - to provide necessary support personnel required for the proper operation of medical services. COUNTY shall provide for accreditation surveys and quality control and survey programs.
5. Billing for Services Rendered - to bill and collect for all medical services rendered by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall not bill for such services in that CONTRACTOR'S sole compensation for services performed pursuant to this Agreement shall be the compensation set forth in this Agreement.
6. Responsibilities - the responsibilities of COUNTY under this section IV shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

SECTION V OBLIGATIONS OF CONTRACTOR

CONTRACTOR agrees to, at all times during the term of this Agreement:

1. License, DEA registration, and Staff Membership - keep in full force and effect CONTRACTOR'S unrestricted license as a California physician and surgeon, Drug Enforcement Agency (DEA) registration, and membership in good standing and privileges on the Medical Staff of VCMC, which oversees physician staff privileges for VCBH.
2. Conduct in Community - conduct himself/herself at all times with due regard to public conventions and morals. CONTRACTOR further agrees not to do or commit any acts that will reasonably tend to degrade him or bring him into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice COUNTY or the medical profession in general.
3. Private Practice of Medicine - The premises of COUNTY shall not be used by CONTRACTOR as an office for the private practice of medicine or other private business endeavors.
4. Return of Equipment and Supplies - on the termination of this Agreement or whenever requested by COUNTY, CONTRACTOR shall immediately deliver to COUNTY the equipment and supplies in his possession or under his control belonging to COUNTY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
5. Access to Records - Until the expiration of four years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, US. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents and records necessary to certify the nature and extent of the cost of these services. If CONTRACTOR carries out the duties of this Agreement through a subcontractor worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
6. Responsibility of CONTRACTOR for Services - It is understood and agreed that CONTRACTOR is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with the bylaws, rules and regulations promulgated by VCBH'S and VCMC's medical staff, as applicable, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.
7. Responsibility of CONTRACTOR for Documentation - CONTRACTOR shall be responsible for the correct documentation of services provided, or the supervision of services provided, to a patient. CONTRACTOR shall sign and place in the patient record the appropriate documentation of the services rendered. This documentation shall be accurate and legible. CONTRACTOR is responsible for assuring that in cases where he or she provides evaluation and management (E&M) services, a patient's medical record includes appropriate documentation of the applicable key components of the E&M service provided or supervised by CONTRACTOR (including, but not limited to, patient history, physician examination, and medical decision making), as well as documentation to adequately reflect the procedure or portion of the service performed by the CONTRACTOR.

CONTRACTOR shall document his or her presence during the key portion of any service or procedure for which payment is sought.

8. Cooperation with Compliance Efforts of VCMC - CONTRACTOR agrees to cooperate with VCMC as may be required for VCMC to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable Federal, State or local agencies, the standards of the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), any other agency that accredits VCMC, and all public and private third party payors, including without limitation, Medicare and Medi-Cal. CONTRACTOR agrees to abide and to require CONTRACTOR'S employees and agents to abide by VCMC's Code of Conduct, attached as Exhibit D and incorporated by reference. CONTRACTOR shall cooperate with all compliance-related activities of VCMC, which includes, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.
9. Representations and Warranties - CONTRACTOR represents and warrants that CONTRACTOR and all of its owners, officers, directors and managing employees are not, and during the term of the Agreement shall not be: (a) suspended or excluded from participation in any Federal or State health care program (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any goods or services paid for by a Federal or State health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other Federal program, including the Department of Defense and the Department of Veterans Affairs. CONTRACTOR shall notify VCMC immediately if any event occurs which would make the foregoing representations untrue in whole or part. In addition to the provisions detailed above, CONTRACTOR shall certify CONTRACTOR'S compliance with all Debarment and Suspension requirements as specified in Exhibit E. Notwithstanding any other provision of this Agreement, VCMC shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.
10. Business Associate Agreement - CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit F and incorporated by reference.

SECTION VI TERMINATION

This Agreement shall terminate immediately upon the occurrence of any of the following:

1. The failure to cure within thirty (30) days of written notice a breach of duty by CONTRACTOR in the course of providing services under this Agreement.
2. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of his duties under this Agreement.
3. The failure to cure within thirty (30) days of written notice a breach of the obligations of COUNTY to CONTRACTOR under this Agreement.

4. Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof.
5. A material breach according to the Business Associate Agreement, Exhibit F.
6. The restriction, revocation or suspension of the medical license or DEA permit of CONTRACTOR to practice medicine in the State of California.
7. By mutual consent of both parties.
8. The termination or full suspension of CONTRACTOR's membership and privileges on the VCMC medical staff.
9. Upon mutual Agreement by COUNTY and CONTRACTOR that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
10. A budgetary action by the Board of Supervisors reducing or eliminating funding for this Agreement.
11. After the initial 12 month period, upon sixty (60) days notice, with or without cause, from either party to the other.

Termination of this Agreement shall not necessarily result in CONTRACTOR'S loss of medical staff privileges and membership. However, information regarding the CONTRACTOR may be brought to the attention of the VCMC Medical Staff for consideration of, and any adjudication by, the Peer Review Committee.

SECTION VII GENERAL PROVISIONS

1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein have been made by any party, or anyone acting on behalf of any party to be charged. No agreement, statement, or promise not contained in this Agreement shall be valid or binding. No amendment or addition to this Agreement shall be valid unless made in writing and signed by both parties.
3. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be

addressed to COUNTY by addressing and delivering such notices to the VCBH Director, Ventura County Behavioral Health Department, 1911 Williams Drive Suite 200, Oxnard, California 93036, and to CONTRACTOR at the address listed in this Agreement. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.

4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of COUNTY in connection with this Agreement or otherwise, to induce or to influence referrals by or from CONTRACTOR. In dealing with patients and in connection with any patient referrals or hospital admissions CONTRACTOR may make, CONTRACTOR is expected and required to act in accordance with the highest professional ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither CONTRACTOR'S compensation, nor any other consideration or remuneration, to CONTRACTOR or any member of CONTRACTOR'S family, currently or in the future, is or will be based on any expectation of referrals, or on CONTRACTOR'S making or not making referrals to any particular person, entity or facility.
7. Contract Preparation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of CONTRACTOR - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that CONTRACTOR is at all times acting as an independent contractor. Except as otherwise provided, COUNTY shall not have any control over the method by which CONTRACTOR shall give these services, provided, however, that CONTRACTOR shall perform the obligations and responsibilities hereunder and function at all times in accordance with the approved methods of practice of CONTRACTOR'S professional specialty and in accordance with the rules and regulations promulgated by VCBH and VCMC.
9. Subcontract by CONTRACTOR - If in the performance of this Agreement, CONTRACTOR chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither

CONTRACTOR nor any such person shall have any claim under this Agreement or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

10. Hold Harmless by CONTRACTOR - CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. COUNTY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONTRACTOR further agrees to hold COUNTY harmless from and to compensate COUNTY for any claims against COUNTY for payment of state or federal income or other tax obligations relating to CONTRACTOR'S compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental agency without the fault of, or being caused by, CONTRACTOR.
11. Hold Harmless by COUNTY - Should CONTRACTOR be sued based upon actions of COUNTY, through no fault of and not due to actions of CONTRACTOR, or of CONTRACTOR'S subcontractors, employees, or agents, COUNTY shall indemnify, defend and hold harmless CONTRACTOR from any loss, cost, damage, expense or liability which may arise from any such suit.
12. Dispute Resolution - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures. In addition, the CONTRACTOR agrees that if he or she opposes any action of the VCBH Director or designee, or a VCBH Physician in charge, the CONTRACTOR shall first adhere to the following procedures.
 - a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time;
 - b. If the dispute involves another department in the COUNTY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
 - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and COUNTY, the matter shall be submitted to a resolution committee comprised of: one (1) member from the VCMC Medical Executive Committee that is chosen by the CONTRACTOR, one (1) member from VCBH that is chosen by the COUNTY, and a third member chosen from VCBH that is mutually chosen by the first two members of the resolution committee;
 - d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.

13. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by COUNTY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
14. Administration - This Agreement shall be administered on behalf of COUNTY by the VCBH Director, VCMC Administrator, or the VCBH/VCMC designees.
15. Use of terms in this Document - Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter.
16. Corporate Status of CONTRACTOR - If CONTRACTOR is a corporation, where appropriate in the context, references to "CONTRACTOR" in this Agreement shall be deemed to mean or include CONTRACTOR'S physician employee who is to perform the medical services (psychiatric) contracted for under this Agreement.
17. Non-Discrimination in Services, Benefits, and Facilities
 - A. Consistent with the requirements of applicable federal law such as 42 C.F.R. Section 438.6(d)(3) and (4) or state law, CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The CONTRACTOR will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6 (d)(3).
 - B. The CONTRACTOR shall comply with the provisions Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
 - C. Notwithstanding other provisions of this section, the CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Section 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
 - D. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:
 1. denying any eligible beneficiary any covered service or availability of a facility;

2. providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
3. subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
4. restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
5. treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service; and
6. assigning times or places for the provision of services to the eligible beneficiary.

E. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, marital status, national origin, religion, sexual preference, age, or physical or mental handicap made directly to CONTRACTOR, must be communicated in writing to COUNTY within 5 days.

F. CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients and volunteers.

18. CONTRACTOR shall comply and certify compliance with the provisions detailed in the Lobby Restrictions and Disclosures Certification (Exhibit G).
19. Access and Use of County Technology – As part of this contract CONTRACTOR shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the CONTRACTOR who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) COUNTY information technology in the course of his, or her, work for the COUNTY is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any COUNTY information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the COUNTY.
20. No Substitution Without Written Approval - By this Agreement, COUNTY contracts for the services of CONTRACTOR and CONTRACTOR may not substitute services by another without prior written approval of the VCBH Director and Medical Director.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

CONTRACTOR

Jayashree Coca MD

Dated: 3-3-15

By JAYASHREE COCA MD / PSYCHIATRIST

Name and Title

COUNTY

Dated: 4-15-2015

By

[Signature] - Buyer

Name and Title

EXHIBIT A

VENTURA COUNTY BEHAVIORAL HEALTH Mental Health Services Youth and Family Outpatient Psychiatrist: Services to be provided

CONTRACTOR shall perform the following services:

1. Provision of all services and documentation must be in compliance with VCBH policies and procedures as well as State and Federal Regulations including: completion and documentation of psychiatric evaluations according to VCBH policies and procedures; and completion of documentation in the medical record that justifies diagnosis and identifies functional impairment so as to clearly establish medical necessity for treatment.
2. Participation as a member of the treatment team in the development of clinical treatment plans and approval, by signature, of medically necessary services for referred clients.
3. Review and approval, by signature, of all treatment plans for clients referred by clinical staff.
4. Provision of psychiatric consultation to the service staff as requested or clinical need dictates.
5. Management of clients' medication within the community standard.
6. Provision of field-based (in a location other than the clinic) psychiatric treatment when clinically indicated and/or requested by the VCBH Medical Director or Director.
7. When team clients are hospitalized at Hillmont Psychiatric Center (HPC): compliance to HPC policies and procedures; attendance when requested at clinical case conferences; participation in the development of a medication regime and treatment plan; and collaborative work with Inpatient psychiatrist in developing continuity of treatment.
8. Provision of psychiatric consultation to program clients hospitalized in VCMC when requested.
9. When requested, participate with Peer Review and Utilization Review Committee in accordance with Utilization Review policies and procedures.
10. Timely preparation of reports and correspondence of a clinical nature for the benefit of a client's case.
11. Provision of psychiatric testimony in court when required.
12. Response to Medication Monitoring reviews within the established timelines.
13. Provision of back-up psychiatric care to other programs as requested.
14. Adherence to the agreed upon work schedule, which will be established in writing between CONTRACTOR and VCBH Regional Manager. VCBH requires four weeks advance written notice for any planned absences or deviation from the agreed upon schedule. For illness or other unplanned absences, CONTRACTOR must contact the program, prior to the first scheduled appointment so as to avoid inconvenience to patients.
15. Attend and/or provide service-related training pre-approved by the VCBH Director.
16. Provision of psychiatric supervision of nurse practitioner interns assigned to VCBH for clinical preceptorships, when requested by the VCBH Director or designee.
17. CONTRACTOR shall be compensated for no more than the mutually agreed upon monthly hours without prior written approval of the VCBH Director or designee, except in situations when a clinical emergency requires a physician response.
18. CONTRACTOR shall maintain a minimum of 50% productivity (the ratio of hours billed to hours worked).
19. Participation in any E-prescribing and Electronic Health Record system as required by VCBH.

EXHIBIT B

COMPENSATION OF CONTRACTOR

1. CONTRACTOR shall be paid according to the following for services provided from April 1, 2015 through June 30, 2015:

- A. For services provided to VCBH:

- i. CONTRACTOR shall be paid monthly, in arrears, at the rate of \$139 per hour for Youth and Family Outpatient Psychiatrist services, for the period of April 1, 2015 through June 30, 2015. CONTRACTOR shall not work more than the mutually agreed upon service schedule, pursuant to the terms contained herein.

- ii. Provision of Quality Services Compensation:

Compensation at \$10 per hour for each hour worked during the month, for Youth and Family Outpatient Psychiatrist services, will be awarded for the Provision of Quality Services as defined in Exhibit A and as verified by the VCBH Division Manager or designee. If CONTRACTOR fails to provide these services or meet these expectations, CONTRACTOR will not be eligible for the Quality Service Compensation.

- iii. The compensation specified in i. and ii. above shall constitute the full and total compensation for all services provided to VCBH, including without limitation, administrative, teaching, research, if required under this Agreement, and professional to be rendered by CONTRACTOR pursuant to the Agreement.

2. CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of Federal and State laws, and as specified by COUNTY. CONTRACTOR shall report on a monthly basis the specific hours of service provided to COUNTY during the term of this Agreement.
3. To receive payments for services described above in Section 1(A)(i) and 1(A)(ii), CONTRACTOR must submit an appropriate invoice/claim to VCBH after the month in which the services are provided. COUNTY shall pay the compensation due pursuant to the invoice/claim within ten (10) working days after a valid invoice/claim is received in the office of the Ventura County Auditor Controller. If CONTRACTOR is under suspension from the Medical Staff at VCMC at the time payment is due, payment shall be withheld until the suspension is lifted or payment is authorized by the VCBH Director or VCMC Administrator. The COUNTY shall pay no interest on any payment which has been withheld.
4. Upon termination of this Agreement, CONTRACTOR shall be entitled to compensation earned prior to the date of termination as provided in this Agreement computed pro rata up to and including that date; and CONTRACTOR shall be entitled to no further compensation as of the date of termination. COUNTY shall have no obligation to pay invoices/claims of CONTRACTOR that are not received within thirty (30) days from the date of termination of this Agreement.

5. The maximum amount to be paid to CONTRACTOR pursuant to this Agreement shall not exceed \$77,480 for the service period of April 1, 2015 through June 30, 2015.

EXHIBIT D

V_{ENTURA} C_{OUNTY} M_{EDICAL} C_{ENTER}
CODE OF CONDUCT

STATEMENT OF MISSION

Ventura County Medical Center is organized as a publicly owned county hospital for the benefit of the people of Ventura County. The hospital serves as a major source of health care for the County's indigent population, those without medical insurance, and persons not having access to private physicians. Ventura County Medical Center will continue, either directly or indirectly, to assure community access to necessary health care services including preventive, diagnostic, treatment and rehabilitative services with specific emphasis on delivering care to the indigent population, the uninsured, and other persons unable to secure health care services. The hospital will continue to stress high quality in the programs and services it offers. It will retain sufficient flexibility to implement innovations and react to the needs of the County in order to maintain its role as a major health care resource for the County.

Ventura County Medical Center recognizes that the primary reason for its existence is service to patients. In providing this service, the hospital will:

- Ensure the provision of inpatient and outpatient care to persons, regardless of race, creed, color or economic status, especially those persons who have difficulty in obtaining care elsewhere, in compliance with the intent of the State's Welfare and Institutions Code.
- Provide service directly or ensure the provision of services to meet the needs of the total patient.
- Treat each patient with dignity, consideration, kindness and understanding.
- Promote medical education and allied health education as required to support high quality patient care and to encourage and train an adequate supply of physicians and other professionals in the County.

Introduction to Code of Conduct

The Ventura County Medical Center (VCMC) Oversight Committee, established by the Ventura County Board of Supervisors and charged with carrying out the duties and responsibilities of hospital governance, established this Code of Conduct in recognition of the VCMC's responsibility to our patients, staff, physicians and the County we serve. It is the responsibility of every member of the VCMC community, Board members, administration, medical staff members, employees, and contractors to conduct themselves in a manner that is consistent with this Code of Conduct and its supporting policies. VCMC policies and procedures referred to herein include those of the County of Ventura and Ventura County Health Care Agency. Our behavior will be guided by the following codes:

1. VCMC's employees and agents will strive to deliver quality, patient-centered healthcare services.
2. VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.
3. VCMC's employees and agents shall engage in ethical business relationships.
4. VCMC's employees and agents shall avoid conflicts of interests or the appearance of impropriety.
5. VCMC's employees and agents shall protect VCMC's property and respect the property rights of others with whom we do business.
6. VCMC's employees and agents respect each other as human beings and health care professionals.

CODE OF CONDUCT NO. 1

VCMC's employees and agents shall strive to deliver quality, patient-centered, health care services.

- VCMC's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCMC shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCMC's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care providers. Patients will be involved in decisions regarding the care that VCMC delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCMC and its policies, procedures and changes, and who will provide service on behalf of VCMC.
- VCMC employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.

- No person shall be denied care by VCMC solely on the basis of race, gender, religion, creed, color, economic status, or source of payment.
- VCMC's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public, or ourselves.

CODE OF CONDUCT NO. 2

VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.

- VCMC, by and through its employees and agents shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, VCMC's employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCMC will not pursue any business opportunity that required engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain, preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels, of any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved in accordance with County policy.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and VCMC's policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCMC will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCMC shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCMC shall maintain complete and thorough medical and billing records.

- VCMC, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO. 3

VCMC's employees and agents shall engage in ethical business relationships.

- VCMC seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCMC or use, for personal gain, confidential information obtained as an employee or agent of VCMC.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to cooperate in accomplishing VCMC's and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, judgment or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCMC.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employees or agent knows of or suspects a practice or incidents that may have violated this Code of Conduct, VCMC's Compliance Guidelines, operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO. 4

VCMC's employees and agents shall avoid conflicts of interest or the appearance of an impropriety.

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCMC.
- Employees and agents should avoid any activity that conflicts with the interests of VCMC or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Placing business with any firm in which there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be an officer, director, manager or consultant of a potential competitor, customer, or supplier of VCMC without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and VCMC's legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy;
- Gifts and benefits to clinicians or referral sources are not appropriate. Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report and potential conflicts of interest concerning themselves or their family members to VCMC in accordance with the Conflict of Interest Code.

CODE OF CONDUCT NO. 5

VCMC's employees and agents shall protect County's property, and respect the property rights of others with whom we do business.

- All employees and agents are personally responsible and accountable for the proper expenditure of VCMC funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCMC's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCMC or patient resources for personal or improper purposes, or permit others to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCMC's and County's procedures. Unauthorized disposal of property is a misuse of assets.

- Employees and agents have a duty to be productive during the time that is paid for by VCMC.
- VCMC equipment is intended to be used only for VCMC or County business. Use of the Internet is for Conducting County business. Any misuse will result in disciplinary action in accordance of County, Health Care Agency and VCMC policy.
- Employees and agents may only use computer systems, networks, and software consistent with VCMC's license(s) and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCMC's or a patient's property is prohibited, including the outright theft of property or embezzlement of money.
- VCMC's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of VCMC's property to their supervisor or in accordance with the Confidential Compliance Line.

CODE OF CONDUCT NO. 6

VCMC's employees and agents respect each other as human beings and health care professionals.

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated.
- Quality patient care can only be delivered through the use of qualified, competent staff. VCMC will contribute to an employee's or agent's competence by making available continuing job-related education and training (within the limits of its resources).
- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to VCMC's policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCMC strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCMC promotes a drug and alcohol free workplace in accordance with its policies.

- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCMC shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, regulation, standard, procedure, or policy.

EXHIBIT E

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and CONTRACTOR'S duly authorized representative(s) understand, agree and certify as follows:

1. By signing this Certification, CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including but not limited to 7 CFR Part 3017, 45 CFR Parts 76, 40 CFR 32 or 34 CFR Part 85. "Debarred" means excluded or disqualified from contracting with the federal, State or local government.
2. By signing this Certification, the CONTRACTOR certifies to the best of CONTRACTOR'S knowledge and belief that CONTRACTOR, CONTRACTOR'S principals and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State, and
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify any of the statements in this Certification, CONTRACTOR shall submit an explanation to the COUNTY VCBH Program Contract Manager.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If CONTRACTOR knowingly violates this Certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

CONTRACTOR must ensure that both the Office of the Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to providing any service under this Agreement.

Whereas, COUNTY shall provide notice regarding the authority of the Department of Health Care Services (DHCS) to impose administrative sanctions to their providers or contractors.

CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR certification herein was erroneous when made or (2) CONTRACTOR certification herein becomes erroneous by reason of changed circumstances.

COUNTY shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

CONTRACTOR certification herein is a material representation of facts upon which COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR

BY Jayashree Cocane
Authorized Signature

3-3-13
Date

JAYASHREE COCA MD/PSYCHIATRIST
Printed Name and Title

Organization Name

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **JAYASHREE COCA, M.D.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within 48 hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the

same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the contract (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services

for, or on behalf of, Covered Entity as specified in the **Physician Agreement for Psychiatric Services**.

- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of

Protected Health Information.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **April 1, 2015**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and **Physician Agreement for Psychiatric Services** by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of

this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.

3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

EXHIBIT G

LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352.

(1) Certification and Disclosure Requirements

- (a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following Exhibit 'I', consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit "I".
- (b) Each recipient shall file a disclosure (in the form entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of the contract, or grant, which would be prohibited under Paragraph 2 of this provision if paid for with appropriated funds.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- (c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b) above. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (d) Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person shall forward all disclosures forms to VCBH Contracts who will forward to DHCS Program Contract Manager.

(2) Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended, by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor JAYASHREE COCA M.D

Jayashree Coca
Signature

3-3-15
Date

Printed Name of Person Signing for Contractor and Title

