

**CONTRACT FOR PHYSICIAN SERVICES
COUNTY OF SAN LUIS OBISPO, BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter "County" and Nisha Abdul Cader, M.D. (hereafter "Contract Employee"),

WITNESSETH

WHEREAS, County has a need for Physician services to San Luis Obispo County, Health Agency clients, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contract Employee is specially trained, experienced, expert, and competent to perform such special services; and

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health Services.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Scope of Services.

County hereby engages Contract Employee to perform, and Contract Employee hereby agrees to perform for County, the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.

2. Compensation.

Contract Employee shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.

3. Effective Date and Duration.

The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.

4. General Conditions.

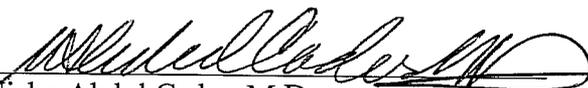
Contract Employee and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D, and incorporated herein by reference.

5. Special Conditions.

Contract Employee and County shall comply with the Special Conditions attached hereto as Exhibit E, and incorporated herein by reference. In the event of conflicts between the conditions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

IN WITNESS WHEREOF County and Contract Employee have executed this Contract on the day and year hereinabove set forth.

Contract Employee

By: 
Nisha Abdul Cader, M.D.

Tax ID # Held in Confidential File

**CONTRACT FOR PHYSICIAN SERVICES
EXHIBIT A – Contract Employee**

SCOPE OF SERVICES

1. Scope of Services.

Pursuant to this Contract, Contract Employee shall provide up to nine hundred sixty hours (960) of physician services for San Luis Obispo County under the direction and control of the County and of the Behavioral Health Services Medical Director and the County Health Officer or designee. Said services shall be performed at all times in strict accordance with the currently approved medical standards and practices and Medi-Cal certification regulations. Further, Contract Employee shall comply with all policies, rules, and regulations of County, subject to State and Federal statutes covering the practice of medicine and all applicable provisions of law relating to licensing and regulations of physicians and hospitals. Services to be performed by Contract Employee shall include, but are not limited to:

- a. Provide services as part of the Suspected Abuse Response Team (SART)
 - 1) Act in the capacity of SART Medical Director
 - 2) Provide evaluations and examination of alleged victims of child abuse in response to SART
 - 3) Ensure the medical practice guidelines and protocols are updated and maintained as requested by the SART program director.
 - 4) Attend meetings pertaining to the SART Medical Director, including SART Advisory Board, Child Death Review Team, County-wide protocol development pertaining to the medical evaluation of suspected child maltreatment, and case review.
- b. Provide physician oversight of medical care provided at San Luis Obispo County Juvenile Services Center.
 - 1) Perform medical examinations and prepare medical treatment plans when requested for juveniles at the Juvenile Services Center who have medical conditions beyond the scope of medical management of the mid-level provider (Nurse Practitioner), and when the juvenile does not have a community physician participating in his/her care.
 - 2) Provide monthly chart reviews of selected charts by the nursing staff, and sign verbal orders.
- c. Provide physician medical care and oversight provided at Martha's Place, Children's Assessment Center
 - 1) Perform specialized medical exams to evaluate suspected prenatal substance exposure.
 - 2) Consult with County Public Health Nurse staff or referring/primary pediatrician or other child professionals
 - 3) Produce appropriate referrals or write physician orders for other medical professional services.
 - 4) Perform general medical examination, as necessary.
 - 5) Conduct case conceptualization, report writing, charting of records within the context of the multidisciplinary model.

- 6) Attend clinician meetings at Martha's Place.
- 7) Attend clinic trainings within program at Martha's Place.
- 8) Work in conjunction with Health Agency administration to complete necessary documents for medical reimbursement from 3rd party payors, such as CenCal and private insurance sources.

2. Hours of Service.

Contract Employee is to provide services described in paragraph 1 above, as authorized by the Behavioral Health Services Administrator or designee. Contractor shall devote such time to the performance of services under this Contract as may be reasonably necessary for the satisfactory performance of Contract Employee's obligations under this Contract. Contract Employee may practice his/her profession for others during those periods of time when Contract Employee is not performing his/her services pursuant to this Contract, as described in further detail in Paragraph 10 of Exhibit E.

3. Office Space.

County will provide necessary and appropriate space for Contract Employee at Mental Health facilities solely for the performance of the professional services under the Contract.

4. Equipment and Supplies.

Contract Employee will provide all necessary equipment and supplies not provided by the County in order to carry out the terms of the Contract. County to provide all necessary staff and support services to carry out the terms of the contract.

**CONTRACT FOR PHYSICIAN SERVICES
EXHIBIT B – Contract Employee**

COMPENSATION

1. Compensation.

Payments for services as performed by Contract Employee, pursuant to this Contract, shall be at the rate of eighty-nine dollars (\$89.00) per hour. For the evaluation and examination of alleged victims of sexual assault, Contractor shall be paid a flat fee of two hundred eighty dollars (\$280.00) per initial examination. County shall pay Contract Employee within the regularly scheduled biweekly payroll cycle for County employees, payments for each week to be made in the next possible cycle after approval of the statement of services and hours as submitted through the County payroll system. County shall not pay for services performed by Contract Employee which are not authorized under this Contract. County shall only pay for such additional services if both parties agree in advance to such services and payment.

- a. Compensation for Contractor to provide expert testimony is not covered by this contract. In the event Contractor is requested to testify regarding a SART examination, the fee for such testimony shall be paid by the party requesting the testimony and is negotiated separately from this Contract. As the SART Medical Director, Contractor shall make herself reasonably available to testify regarding the examination and evaluation performed. Contractor shall not have different rates for testifying for the prosecution and the defense.
- b. When abnormal findings are made through the SART examination, and a follow-up is necessary, Contractor will be reimbursed at a rate of \$89.00 per hour.
- c. Reimbursement. Upon approval of the County Health Officer or designee or Behavioral Health Medical Director or designee, Contractor may be reimbursed for actual administrative costs incurred that are directly related to Contractor's ability to perform services required by this contract.
- d. County will consider support for on-going training for Contractor to maintain expertise standards in the areas directly linked to services provided pursuant to this contract.
- e. Contractor assumes full and sole responsibility for payment for all state and federal income tax, unemployment insurance, social security, disability insurance, workers compensation insurance and other applicable withholdings.
- f. Contractor may, at the Contractor's own expense, and with approval of County, employ such assistants as Contractor deems necessary to perform the services required by this agreement. Contractor also agrees to be responsible for all expenses related to said assistant.

2. Billing.

Contract Employee shall submit to the County, on a weekly basis, a timesheet of dates and numbers of hours of hourly services as provided through the County's payroll system. Partial hours are to be rounded up to the nearest 15-minute increment within the County's payroll system. Contract Employee shall not bill any person or entity other than the County for any professional services performed pursuant to this Contract. All billings and collections for such services will be the sole responsibility of the County. All funds collected with respect to services provided within the purview of the Contract shall

be exclusive property of County and sole compensation to Contract Employee shall be as hereinabove provided. County shall not pay for Contract Employee's meals, lodging, or travel expenses, except as provided for in Exhibit E, paragraph 8.

3. Withholding from Contract Employee's Compensation.

County shall withhold from Contract Employee and pay to the United States Internal Revenue Service and the California Franchise Tax Board those amounts of federal and state withholding taxes which County would be obligated to withhold and pay if Contract Employee were an employee of County. Contract Employee's compensation shall be reported at the end of the year using Form W-2.

County shall withhold from Contract Employee's compensation and pay to the appropriate federal agency those amounts which County would be obliged to withhold and pay under the Federal Insurance Contributions Act (FICA) as Contract Employee is in the status of being a Contract Employee with the County. County shall also pay to the appropriate federal agency those amounts which County is obligated to pay as an employer under FICA, the same as if Contract Employee were a civil service employee of the County.

County shall pay to the appropriate federal agency those amounts which County would be obligated to pay as an employer under the Federal Employment Tax Act the same as if Contract Employee were a civil service employee of County. County shall, at its sole expense, provide Worker's Compensation coverage with respect to Contract Employee's services under this Contract. County defines the total payable under the terms of this Contract as considered to be payment in full and Contract Employee understands and warrants that he/she shall not be entitled to any other compensation and/or benefits. County and Contract Employee agree that Contract Employee's status is that of a Contract Employee entitled only to the Contractual rights specified in this Contract and is not entitled to any other rights afforded to employees of the County, including those who are civil service employees, as described more fully in paragraph 2 of Exhibit D (General Conditions).

**CONTRACT FOR PHYSICIAN SERVICES
EXHIBIT C – Contract Employee**

Duration and Effective Date

1. **Effective Date.** Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signator shall be the last to sign.
2. **Service Date.** Services shall commence on or after July 1, 2016 and shall end at the duration date.

The Board of Supervisors expressly acknowledges that in anticipation of execution of this Contract, services within the scope of this Contract may have been provided by Contract Employee in reliance on assurances that this Contract would be approved by the Board on July 1, 2016. These services may have been rendered from July 1, 2016 until the date of the Board of Supervisors actually approves this Contract and which were intended to be in the best interest of the public health and welfare. The Board expressly authorizes payment under the terms of this contract for services provided from July 1, 2016, until the effective date as being in the best interests of the health and welfare of the public.

3. **Duration Date.** This Contract shall remain in effect from the effective date stated above until June 30, 2018, unless terminated earlier in accordance with the termination provisions contained in Exhibit D (General Conditions).

**CONTRACT FOR PHYSICIAN SERVICES
EXHIBIT D – Contract Employee**

GENERAL CONDITIONS

1. Contract Employee:

Contract Employee shall be deemed to be a contract employee of the County. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. The services to be provided by Contract Employee shall be provided in a manner consistent with all applicable standards and regulations of the profession governing such services.

2. No Eligibility for Fringe Benefits.

Contract Employee understands and agrees that s/he is not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid holiday leave, paid sick leave, or other leave, with or without pay, collective bargaining rights, grievances, appeals to the Civil Service Commission or for any other benefit which accrues to a County employee. The only performance and rights due Contract Employee are those specifically stated in this Contract.

3. Warranty of Contract Employee.

Contract Employee warrants that Contract Employee will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein. Contract Employee agrees to provide County with written proof that he/she meets all accreditation standards, upon County's request. Contract Employee warrants that he/she has not been the subject of a formal accusation and/or disciplinary action before the Medical Board of California or similar board in another state. Contract Employee is responsible for attending and successfully completing continuing educational classes, seminars, correspondence courses, and other continuing education programs, as required, for the purpose of maintaining Contract Employee's license to practice medicine in the State of California during the term of this Contract.

4. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Contract Employee that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contract Employee:

- a. Contract Employee fails to perform his duties to the satisfaction of the County; or
- b. Contract Employee fails to fulfill in a timely and professional manner his obligations under this Contract; or
- c. Contract Employee fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or

- d. Any requisite licenses or certifications held by Contract Employee are terminated, suspended, reduced, or restricted; or
- e. Contract Employee has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contract Employee, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
- f. Contract Employee has failed or refused to furnish information or cooperate with any inspection, review or audit of Contract Employee's program or County's use of Contract Employee's program. This includes interviews or reviews of records in any form of information storage; or
- g. Contract Employee fails to comply with any provision of the Mental Health Compliance Plan and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other material breaches of this Contract, County must give Contract Employee written notice setting forth the nature of the breach. If Contract Employee fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contract Employee shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contract Employee, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contract Employee regarding said breach, including staff time.

5. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contract Employee shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contract Employee shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

6. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contract Employee, Contract Employee shall not delegate, assign, or otherwise transfer

in whole or in part his/her rights or obligations under this Contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

7. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. Contract Employee shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contract Employee specifically acknowledges that in entering into and executing this contract, Contract Employee relies solely upon the provisions contained in this Contract and no others.

8. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Any action brought to enforce the terms of this Contract shall be filed and shall remain in a court of competent jurisdiction in the County of San Luis Obispo.

9. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

10. Severability.

The Contract Employee agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

11. Nondiscrimination.

Contract Employee agrees that it will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination and harassment, and shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family leave care.

12. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic

transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to the Contract Employee at:
Nisha Abdul Cader, M.D.
2180 Johnson Avenue
San Luis Obispo, CA 93401

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

14. Conflict of Interest.

Contract employee acknowledges that Contract Employee is familiar with the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contract Employee certifies that Contract Employee is unaware of any financial or economic interest relating to this Contract. Contract Employee agrees to comply with the requirements of Government Code section 87100 et seq. during the term of this Contract.

**CONTRACT FOR PHYSICIAN SERVICES
EXHIBIT E – Contract Employee**

SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contract Employee agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination in Level of Services.

As a condition for payment, Contract Employee shall provide to and ensure that all clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Compliance Certification.

Contractor will certify, on an annual basis that it has complied with the following elements of this of this Contract:

Exhibit D.14; Conflict of Interest

Exhibit E.4.; Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

Exhibit E.5.; Compliance Plan

Exhibit E.6.; Cultural Competence Plan

Exhibit E.7.Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%

Contractor will sign the Contractor Certification form in conjunction with signing this Contract. The Contractor Certification form has been approved by the Health Agency Director and will be either provided with your contract or can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

4. Screening for Inspector Generals' Excluded Provider List.

Contract Employee shall provide documented screening to show that he/she is not listed on the Excluded Provider List of the Office of the Inspector General at the time of hire and a monthly basis.

5. Compliance Plan.

Contract Employee shall comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct–Contractor and Network Provider Version (“Compliance Plan”).

Within 30 calendar days of hire, and annually thereafter, Contractor shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by the Health Agency.

The Compliance Plan and related training (YouTube video) may be found here: http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

6. Compliance with County Cultural Competence Plan.

Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, subcontractors and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Health Agency.

The Cultural Competence Employee Information Pamphlet may be found here: http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

The Cultural Competence Plan may be found here: http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

7. Confidentiality.

Contract Employee shall abide by all applicable local, State, and Federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et.seq. of the Welfare and Institutions Code, Section 431.300 et. seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162, and 164.

8. Disclosures

Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor will submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures to be provided:

5% or More Ownership Interest:

- a. The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- b. Date of birth and Social Security Number (in the case of an individual);

- c. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- d. Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- e. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
- f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Conviction of Crimes:

- a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- c. The Contractor shall supply the disclosures before entering into the contract and at any time upon the County's request.
- d. Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

The Health Agency Disclosure of Ownership Interest and Conviction of Crimes form can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

9. License Information.

Contract Employee shall provide County a document that lists Contract Employee's title, professional degree, license number, and National Provider Number upon contract signing, and represents and agrees that Contract Employee's license to practice medicine shall not be suspended, terminated, reduced or restricted at any time during the term of this Contract and if any one of these vents occurs, Contract Employee shall notify the County's Behavioral Health Services Administrator according to the notice provisions set forth in Exhibit D, paragraph 12.

10. Professional Licensing Waiver Requirements.

Contractor is required to comply with DMH Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, or marriage and family therapists employed by, or under contract to, County.

11. Records.

Contract Employee shall keep complete and accurate records of the services performed, including maintaining clinical records for each recipient of services, program compliance and outcome measurements pursuant to the requirements of this Contract, and state and federal law, and shall make such records available to County within five (5) working days of receipt of a request for inspection.

12. Accounting for Travel and Lodging.

In the event that the scope of services expressly requires travel and lodging, Contract Employee shall secure prior written approval from the Behavioral Services Administrator and the travel shall not exceed the levels allowed for County employees on official business as set forth in the County Travel Policy which can be found on the Auditor-Controller's website.

13. Insurance Provided by County.

Contract Employee shall be covered under County professional and comprehensive liability insurance policies for those services performed pursuant to this Contract, subject to any exceptions listed in that policy.

14. Other Employment.

Contract Employee shall retain the right to provide medical services at another facility or to operate a separate private practice; subject, however, to the conditions that:

No such private practice shall be conducted at Behavioral Health facilities other than to the extent that staff privileges are utilized in the same manner as any other private practitioner;

Such other employment shall not conflict with the duties, or the time periods within which to perform those duties as described in this Contract;

The insurance coverage provided herein is in no way applicable and does not cover any other employment or services provided by Contract Employee which are outside the scope of and not related directly to this Contract.

15. Referrals.

As long as the County and the Contract Employee have a valid Contract in effect, Contract Employee is not to accept as referrals into his private practice any agencies, organizations or individuals that he may have contacted as a representative of Behavioral Health Services.

16. Copyright.

Any reports, documents, or other materials produced in whole or part under this Contract shall be the property of the County and shall not be subject to an application for copyright by or on behalf of Contract Employee without the prior written approval of the County.

17. Health Information Privacy and Security Policy and Training Program.

Contractor participate in health information privacy and security training as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by County.

Within 15 calendar days of hire, and annually thereafter, Contractor shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Health Agency.

The Health Information Privacy and Security Policy and Procedure may be found here:

<http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Health+Agency+Information+Privacy+and+Security+Policy+and+Procedure+-+For+Contractor+and+Network+Provider+Use.pdf>

The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:

<http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Confidentiality+Agreement+and+4-Page+HIPAA+Primer.pdf>

18. Mandated Reporter Requirements.

Contract Employee acknowledges and agrees to comply with mandated reporter and duty to report requirements as required by the federal Health Insurance Portability and Accountability Act (HIPAA) and state laws, including, without limitation, compliance and the Child Abuse and Neglect Reporting Act (Penal Code section 11164 through 11174). Tarasoff, Penal Code section 11160 (reporting injuries by firearm or assaultive or abusive conduct), sexual assault and rape, and compliance with the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code sections 15600-15669).

19. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Projection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702. For Full text: <http://uscode.house.gov/view.xhtml?req+granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>