

Orbit Health, A Professional Corporation Agreement for the Provision of Telepsychiatry Services

This Agreement (this "**Agreement**") is made this first day of July, 2023 (the "**Effective Date**") between Siskiyou County Health and Human Services Agency, Public Health Division, whose address is 810 S. Main Street, Yreka CA 96097, (hereinafter "**County**") and Orbit Health, A Professional Corporation, whose address is 26565 West Agoura Road, Suite #200, Calabasas, CA 91302 (hereinafter "**Contractor**" and together with County, the "**Parties**").

WHEREAS, County desires to retain Contractor to provide the Services (as defined below) upon the terms and conditions hereinafter set forth, and Contractor is willing to undertake such obligations.

WHEREAS, Contractor is engaged in the business of providing California licensed psychiatrists and mental health nurse practitioners providing comprehensive psychiatric patient care for patients in need of psychiatric services, including prescribing necessary medications, both via a telehealth platform and in-person care; and

WHEREAS, Contractor warrants that it, and each of its personnel, agents, employees and contractors have the necessary certifications, licenses, experience, professional skills, technical skills and ability to perform the services set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Parties agree as follows:

A. Provision of Services

1. This Agreement will become effective on the date set forth above and will terminate on June 30, 2025.
2. Contractor agrees to provide the following services to County as described in Exhibit "A", attached hereto.
3. Contractor shall be an independent contractor under this Agreement. Contractor is not and will not be an employee, agent or principal of County and nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer relationship.
4. Contractor is solely responsible for paying any and all federal, state, and local taxes, social security payments and any other taxes which may be due as a result of the compensation paid by County to Contractor for the Services.
5. Contractor will maintain professional liability insurance with at least a minimum amount of coverage equal to \$1,000,000 per medical incident and \$3,000,000 in the aggregate.
6. County agrees to provide reasonable assistance to representatives of Contractor upon request in the provision of the Services, including, without limitation: helping to coordinate patient schedules; presenting patients to the telepsychiatry camera; providing Contractor access to patient medical records; and coordinating with Contractor on appropriate patient follow up or referral/transport to emergency care.

7. County agrees to reimburse Contractor for all necessary orientation and training at the hourly compensation rate indicated in Exhibit "A" Scope of Services.
8. Nothing herein shall in any way preclude Contractor from engaging in any business activities or from performing services for its own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by County.

B. Non-Solicitation: Liquidated Damages

1. During the term of this Agreement and continuing for three (3) years thereafter, the County and its affiliates and representatives, will not, directly or indirectly, in any manner solicit, recruit, hire or induce or attempt to solicit, recruit, hire or induce any individual who is an employee of or contracted healthcare provider for Contractor at any point during the provision of Services pursuant to this Agreement. This section will not be deemed to prohibit general job solicitations on a publicly accessible or private website that posts employment opportunities that are not specifically targeting employees of or contracted healthcare providers for Contractor; provided, however, that County shall not in any event hire or cause any other person or entity to hire any such employees or contracted healthcare providers. Excluded from consideration in this section is Stephanie Peterson, PMHNP.
2. In the event of any breach of this section B by County, County shall pay Contractor liquidated damages in the amount of one hundred thousand dollars (\$100,000) (the "**Liquidated Damages**") within ten (10) days of notification of breach by Contractor. By executing this Agreement, the Parties acknowledge and agree that the Liquidated Damages are a reasonable estimate of damages that Contractor will incur as a result of County's breach of this Section B, that the actual damages contemplated at the time of execution of this Agreement are uncertain and difficult to determine with exactness, and that the Liquidated Damages are not out of proportion to the probable loss Contractor would suffer. County waives any right, claim or defense as to the validity or enforceability of this provision including, without limitation, any claim that the Liquidated Damages constitute a penalty or are not a reasonable approximation of Contractor's actual damages in the event of County's breach of this Section B.

C. Compensation

In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A" Scope of Services.

D. Termination

1. Either Party may terminate this Agreement with or without cause, upon ninety (90) days' prior written notice.
2. Contractor shall be entitled to terminate this Agreement with immediate effect in the event of any breach by County of Sections B or Exhibit "A" Scope of Services of this Agreement. County shall be entitled to terminate this Agreement with immediate effect in the event of any breach by Contractor of Section B or Exhibit "A" Scope of Services of this Agreement.
3. Upon termination, County shall resume responsibility for all patient care needs.
4. County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding, California Constitution Article XVI Section 18.

E. Miscellaneous

1. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
2. **Successor and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors. Neither this Agreement nor any of the rights of the Parties may be transferred or assigned by a Party, provided, however, that Contractor may assign this Agreement to an affiliate of Contractor.
3. **Amendment; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
4. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
5. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in Siskiyou County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
7. **No Strict Construction.** The Parties have participated jointly in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring a Party by virtue of the authorship of any of the provisions of this Agreement.
8. **Indemnification.** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. **Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
10. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
11. **Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
12. **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships 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 sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
13. **Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

14. **Compliance with Applicable Laws:** Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
15. **Bankruptcy:** Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.
16. **Nondiscrimination:** Contractor agrees to the terms and conditions set forth in the “Nondiscrimination in State and Federally-Assisted Programs” addendum, attached hereto as Exhibit “B” and those terms and conditions are hereby incorporated into the Contract by reference.
17. **Attorney’s Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney’s fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
18. **Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
19. **Health Insurance Portability and Accountability Act (HIPAA):** Contractor agrees to the terms and conditions set forth in the “Business Associates Agreement” attached hereto as Exhibit “C” and those terms and conditions are hereby incorporated into the Contract by reference. Additionally, Contractor shall comply with, and assist Public Health Division in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.
 - A. **Use or Disclosure of Protected Health Information:** Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

- B. **Documentation and Accounting of Uses and Disclosures:** Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.
 - C. **Amendments to Designated Record Sets:** In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.
 - D. **Access to Records:** Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by County or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.
 - E. **Termination of Agreement:** Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.
 - F. **Destruction of PHI:** Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protections of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.
20. **State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU:

Date: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Orbit Health
A Professional Corporation

Date: 7/6/2023

Arshya Vahabzadeh
A45AF394CD4F480...
Arshya Vahabzadeh, MD, CEO

Date: 7/6/2023

DocuSigned by:
Edward Kaftarian, MD Executive Chairman

E493AB27E66642D...
Edward Kaftarian, MD
Executive Chairman

License No.: A135155
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 474469736

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>
2111	401081	723000

If not to exceed, include amount not to exceed: \$0.01 (Rate)

Exhibit "A"

A. Scope of Services

Psychiatrist and Mental Health Nurse Practitioner

Orbit Health, A Professional Corporation, ("Contractor") agrees to provide a Psychiatrist and Mental Health Nurse Practitioner services to Siskiyou County Health and Human Services Agency, Public Health Division, ("County") as related to the psychiatric services performed at the Siskiyou County Jail.

Contractor's responsibilities as a Psychiatrist and Mental Health Nurse Practitioner shall include the following:

1. Contractor agrees to provide the following services to County:
 - a. Psychiatric assessment and treatment of patients remotely via videoconferencing technology (the "**Services**").
 - b. Consultations with other staff regarding patient care and diagnostic services.
 - c. Participating in relevant peer review program and/or compliance program upon request.
 - d. Participating in treatment team planning.
 - e. Providing psychiatric consultations to primary care physicians.
 - f. Ordering necessary and appropriate laboratory testing.
 - g. Prescribing medications as indicated or needed.
 - h. Completing medical records using the Health System EHRs or paper charting.
 - i. Attending trainings as required.
2. Contractor shall be an independent contractor under this Agreement. Contractor is not and will not be an employee, agent or principal of County and nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer relationship.
3. Contractor is solely responsible for paying any and all federal, state, and local taxes, social security payments and any other taxes which may be due as a result of the compensation paid by County to Contractor for the Services.
4. Contractor will maintain professional liability insurance with at least a minimum amount of coverage equal to \$1,000,000 per medical incident and \$3,000,000 in the aggregate.
5. County agrees to provide reasonable assistance to representatives of Contractor upon request in the provision of the Services, including, without limitation: helping to coordinate patient schedules; presenting patients to the telepsychiatry camera; providing Contractor access to patient medical records; and coordinating with Contractor on appropriate patient follow up or referral/transport to emergency care.
6. County agrees to reimburse Contractor for all necessary orientation and training at the hourly compensation rate indicated in Section II Compensation.
7. Nothing herein shall in any way preclude Contractor from engaging in any business activities or from performing services for its own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by County.

B. Compensation

1. County agrees to pay Contractor **\$1440** per 8-hour shift performed by a psychiatric mental health nurse practitioner, and **\$2080** per 8-hour shift completed by a psychiatrist. Shift length change or additional hours may be made by mutual agreement of both parties. In such situations an hourly rate of **\$180** per hour for psychiatric mental health nurse practitioner services, and **\$260** per hour for psychiatrist services will apply. Services can be performed via a combination of televisit (remote video and/or audio) and/or physically on site at Siskiyou County Jail.
2. Oncall services may also be utilized, and Contractor agrees to have a clinician available via phone or video within 60 minutes of County requesting Oncall services. County agrees to pay Contractor when an oncall video call is requested, at a rate of **\$200** per psychiatric mental health nurse practitioner video call, and **\$260** per psychiatrist video call.
3. For emergency oncall telephone call services, County agrees to pay Contractor at a rate of **\$180** for a psychiatric mental health nurse practitioner and **\$260** for psychiatrists, pro-rated for 10-minute increments with a minimum of 10-minutes applying per call. County agrees to pay Contractor a minimum of \$30 per phone call to psychiatric mental health nurse practitioner, and \$43.30 per phone call to psychiatrist.
4. County agrees to pay Contractor a monthly amount of **\$500** for Psychiatrist oversight of one Psychiatric Mental Health Nurse Practitioner supervision services.
5. County agrees to pay Contractor a monthly amount of **\$150** for secure cloud-based file and documentation storage services and templated electronically signed forms. This will be a maximum of 10 GB of storage, increased by mutual agreement of both parties. The monthly amount may be waived, increased, or decreased, by mutual agreement of both parties. The monthly amount may be terminated by mutual agreement of both parties.
6. County agrees that all cancellations or reductions in scheduled clinic time must be made with a 30-day advance notice or services will be billed at their normal rate indicated above. Contractor agrees to submit an invoice to County for payment of Services performed by the 10th day of each month. **Invoices are to be submitted monthly and will be paid no later than forty five (45) days** following receipt of the invoice. Invoices not paid in paid shall incur a penalty of three percent (3%) of the outstanding balance.
7. Contractor shall track hours worked for the County and submit a monthly invoice which identifies the reporting period, total number of hours worked, rate and total amount due to Contractor.

C. Compliance and Audits

1. Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 17-94617 located at:
https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/behavioral_health/page/1381/dhcs_contract_2022_-_2027.pdf
 - a. Contractor shall comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions
 - b. Contractor shall be subject to audit, evaluation, and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 CFR §§ 438.3(h) and 438.230(c)(3).

- c. Contractor shall make available, for the purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.
- d. Should the State, CMS, or the HHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.
- e. County will monitor performance of Contractor on an ongoing basis for compliance with the terms of the DHCS-MHP Contract. Contractor's performance shall be subject to periodic formal review by County.
- f. Contractor and any of its officers, agents, employees, volunteers, contractors, or subcontractors agree to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider.
- g. Contractor shall allow inspection, evaluation, and audit of its records, documents, and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
- h. Should Contractor create a Federal or State audit exception during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception and any associated recoupment. Should a Contractor-caused audit exception result in financial recoupment, County shall invoice Contractor for the associated amount Contractor shall reimburse County the full amount within 30 days. The County will not offset future billings for repayment under this agreement.
- i. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

D. Contract Amendments

Contractor and County may mutually agree, in writing, to amend the rates and/or services in this contract at the beginning of each fiscal year during the term of this contract.

Exhibit “B”

ASSURANCE OF COMPLIANCE WITH THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – PUBLIC HEALTH DIVISION NONDISCRIMINATION IN STATE AND FEDERALLY – ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with the nondiscrimination provisions of this contract as further described below and referenced in the California Department of Health Care Services Specialty Mental Health Services Agreement Exhibit E, Section 3 -

1) Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any 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. § 438.6(d)(3).

2) The Contractor shall comply with the provisions of 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.

Contractor agrees this assurance is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.