

**TELEMEDICINE PROGRAM AGREEMENT  
(GRANT-RELATED EQUIPMENT LOAN AND SERVICES)**

This Telemedicine Program Agreement (“**Agreement**”) is entered into by and between (i) the Regents of the University of California, a constitutional corporation under Article IX of the Constitution of the State of California (“**Regents**”), acting on behalf of its University of California, Davis School of Medicine (“**School**”) and the University of California, Davis Medical Center (“**Medical Center**”) and (ii) Humboldt County Department of Health and Human Services (“**Provider**”).

**RECITALS**

A. WHEREAS, School and Medical Center (collectively “**UC Davis Health**”) have jointly established a telemedicine program that provides health care professionals at outlying hospitals and clinics with access to UC Davis Health physicians practicing in a broad array of clinical specialties, and;

B. WHEREAS, the UC Davis Health has received funding from the Department of Health and Human Services, Agency for Healthcare Research and Quality, grant number 1R01HS025714-01 (the “**Grant**”) in support of the School-Based Tele-Physiatry Assistance for Rehabilitative and Therapeutic Services (“**STARS**”) for children with special healthcare needs living in rural and underserved communities (the “**Program**”), and;

C. WHEREAS, the UC Davis Health has determined that use of a portion of such Grant funding to furnish telemedicine equipment and services to Provider is consistent both with its mission, the Program and terms of the Grant, and;

D. WHEREAS, Provider wishes to engage UC Davis Health to (i) assist Provider in securing, installing, and maintaining the equipment necessary for Provider to participate in the Program; (ii) assist Provider in accessing the transmission link necessary to facilitate communication between UC Davis Health and Provider in connection with the Program; (iii) assist Provider in training its personnel and affiliated healthcare professionals regarding use of the equipment, use of the link, the scope of services available through the Program, and general Program requirements; and (iv) provide certain professional services for the Provider’s pediatric patients (“**Recipients**”) and certain assistance to Provider’s affiliated health care professionals (“**Provider Clinicians**”), and;

E. WHEREAS, UC Davis Health wishes to utilize Grant funding to provide the foregoing assistance to the Provider, Recipients, and Provider Clinicians.

F. NOW, THEREFORE, UC Davis Health and Provider (collectively the “**Parties**”) agree as follows:

**AGREEMENT**

**Section 1. UC Davis Health — ACKNOWLEDGEMENTS AND RESPONSIBILITIES**

**1.1 Equipment and Link.**

(a) **General.** UC Davis Health shall, at its own expense, use reasonable efforts to (i) furnish Provider with the Equipment listed in Exhibit A (“**Designated Equipment**”), attached hereto and incorporated herein (ii) arrange for installation of such Designated Equipment at the Provider’s facilities, (iii) maintain those communications links specified in Exhibit A (“**Communication Links**”), (iv) configure the Designated Equipment to access the Communications Links, (v) perform one on-site user training session for Provider’s

personnel regarding use of the Designated Equipment and Communications Links following installation of the Designated Equipment, and (vi) perform periodic follow-up training via video as mutually agreed by the Parties. The Designated Equipment shall be and remain, at all times, the property of UC Davis Health, and upon the termination of this Agreement, Provider shall have the obligation to promptly coordinate with UC Davis Health for the return of the Designated Equipment.

**(b) DISCLAIMER.** UC DAVIS HEALTH DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE DESIGNATED EQUIPMENT AND COMMUNICATIONS LINKS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**1.2 Recipient Consultations.** On a date mutually agreed upon by the Parties (“**Service Date**”), UC Davis Health shall make available qualified physicians on its medical staff as outlined in Exhibit B, to provide medical advice and consultation either in-person or through the use of telemedicine equipment located in the Medical Center and other appropriate locations (“**Telemedicine Services**”) for selected Recipients. Provider acknowledges that while UC Davis Health will make good faith efforts to respond to Provider’s request for services in a prompt manner, actual response time will depend on factors such as availability of staff. Following telemedicine consultation, UC Davis Health shall provide to Provider Clinicians who request Telemedicine Services access to the records of their patients via UC Davis Health PhysicianConnect.

**1.3 Medical Records.** Each party agrees to maintain medical records concerning the Telemedicine Services furnished during the term of this Agreement, and to provide the other Party with reasonable access thereto, according to its normal policies and procedures, as required or permitted by applicable laws and regulations, and in accordance with community standards.

**1.4 Insurance.** During the term of this Agreement, UC Davis Health shall — at its sole cost and expense — insure and/or self-insure its activities hereunder as follows:

**(a) General Liability.** During the term of this Agreement, UC Davis Health shall at all times maintain in full force and effect, a policy General Liability Self-Insurance (which provides coverage for personal injury, bodily injury and property damage) in an amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence.

**(b) Workers’ Compensation.** UC Davis Health shall maintain Workers’ Compensation Self-Insurance for all its employees in such amount and form as required by California laws.

**(c) Professional Liability.** UC Davis Health shall maintain a program of Hospital and Professional Liability Self-Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million (\$3,000,000) aggregate, covering acts of medical negligence and malpractice with respect to any Telemedicine Services provided by UC Davis Health and any UC Davis Health physician.

**(d) Certificates.** Prior to the commencement of the term of this Agreement, UC Davis Health shall cause to be issued and Provider shall have received a certificate of self-insurance evidencing UC Davis Health’ insurance coverage in accordance with this section and showing Provider as an additional covered party with respect to the General Liability Self-Insurance.

**1.5 Institutional Review Board.** UC Davis Health shall ensure all necessary Institutional Review Board/Office of Human Subjects Protection approvals are obtained and ensure compliance with applicable patient confidentiality protection requirements.

## Section 2. PROVIDER — ACKNOWLEDGMENTS AND RESPONSIBILITIES

### 2.1 Equipment.

(a) Provider shall, at its own expense (i) ensure that the Designated Equipment and any additional equipment necessary to effectively access the Link (“**Additional Equipment**”) are safely secured at all times in (or adjacent to) an examination room appropriately configured to accommodate the services described in herein.

(b) Provider shall maintain a designated technical coordinator (“**Technical Coordinator**”) at Provider’s facilities to serve as technical coordinator with UC Davis Health to maintain the Designated Equipment and Additional Equipment and ensure compatibility with and access to the Communications Link. Such Technical Coordinator shall be available during test calls and to assist whenever consultations are provided.

(c) UC Davis Health shall be responsible for the general maintenance of the Designated Equipment and UC Davis Health technicians will generally be available via telephone, during regular business hours to assist the Technical Coordinator in resolving technical problems as they arise.

(d) Provider may use the Designated Equipment to access telemedicine services from sources other than UC Davis Health; however UC Davis Telemedicine Services shall take priority.

(e) Upon termination of this Agreement, all Designated Equipment provided by UC Davis Health shall be returned to UC Davis Health by Provider at Provider’s cost within 30 days of such termination in a fully functional state acceptable to UC Davis Health. Provider shall be responsible for making, at its sole expense, such arrangements for transportation of the Designated Equipment, which the method of transportation shall be as mutually agreed between UC Davis Health and Provider. Provider warrants that transportation of Designated Equipment shall be provided by licensed haulers/contractors in compliance with all applicable State, Federal and local law. Upon expiration of the Agreement, UC Davis Health will work with Provider to determine plans for allocation of the Designated Equipment.

### 2.2 Patient Consultations.

(a) Provider understands and agrees that UC Davis Health cannot provide hands-on medical treatment or services recommended in the telemedicine consultation, and that Provider is solely responsible for providing all such care for Recipients. Provider and Provider Clinicians shall have the ultimate authority and responsibility for the care and primary diagnosis of each Recipient. No person shall videotape any telemedicine consultation without the prior written consent of UC Davis Health. Only Provider Clinicians, Technical Coordinator or Service Coordinator (as outlined in Section 2.2.(b) shall access the Designated Equipment, and under no circumstance shall Provider allow a Recipient who is not a Provider Clinician or the Service Coordinator(s) to access or use the Designated Equipment to independently directly contact UC Davis Health. Consultations shall be scheduled as indicated in Exhibit B.

(b) Provider shall maintain a designated service coordinator (“**Service Coordinator**”) familiar with Program to provide assistance to the Provider Clinician in accessing Program services and necessary technical support.

**2.3 Staff.** Provider shall ensure that its facilities are staffed with qualified clinicians and other medical personnel who communicate in English including, without limitation, verbally, in written word, or through American Sign Language.<sup>1</sup> (unless UC Davis Health waives this requirement, in writing). Provider shall notify UC Davis Health within ten (10) days of a termination or addition of a Provider Clinician or any change in the license status of the Provider Clinician. Provider shall be solely responsible for providing all

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<sup>1</sup> If Provider’s qualified clinician(s) and other medical personnel shall be communicating through American Sign Language, Provider shall be responsible for the provision of interpreting services to assist in facilitating communications.

necessary training for the Provider Clinicians and other personnel for use of provider equipment to ensure effective and ready access to Telemedicine Services.

**2.4 Medical Director.** Provider shall, at its own expense, provide a physician medical director to supervise the telemedicine operations at Provider's site. Such medical director shall be licensed under California law.

**2.5 Consent to Treatment and Notice of Privacy Practices.** Prior to providing any Telemedicine Services, a Provider Clinician shall obtain consent for the Telemedicine Services from the Recipient and document Recipient's consent in the medical record. The **Notice of Privacy Practice**, Exhibit C and **Acknowledgement of Receipt: Notice of Privacy Practices** form, Exhibit D, both attached hereto and incorporated herein, are required for each new Recipient. Each new Recipient must complete the Acknowledgment of Receipt: Notice of Privacy Practices form and the completed form must be sent to UC Davis Health.

**2.6 Surveys.**

(a) After each consultation, Provider shall provide to each parent or guardian a satisfaction survey, which shall be provided by UC Davis Health. Provider shall utilize the sample survey, or one that is substantially similar, that is attached hereto and incorporated herein as Exhibit F.

(b) After each consultation, Provider shall provide to each parent or guardian a European Quality of Life-5 Dimensions survey, which shall be provided by UC Davis Health.

(c) After each consultation, Provider Clinicians shall complete and return the Radiographic Evaluation and Clinical Exam Survey, attached hereto as Exhibit E and incorporated herein.

**2.7 Access to Information.** As a participant in the Program and in support of the Program objectives outlined in Exhibit B, Provider shall provide the following:

(a) UC Davis Health access to Recipient's pediatric medical records to be de-identified and evaluated by a UC Davis Health physician and researchers to assess the impact of Telemedicine Services, as described in Exhibit B.

**2.8 Recipient Education.** Provider Clinicians shall provide to any Recipient receiving durable medical equipment or supplies as a result of a telemedicine consultation with UC Davis Health all patient education and counseling required by applicable law and the standard of care in the community with respect to such drugs or supplies.

**2.9 Insurance.** During the term of this Agreement, Provider shall — at its sole cost and expense — insure and/or self-insure its activities hereunder as follows:

(a) **General Liability.** During the term of this Agreement, Provider shall obtain and maintain in full force and effect, a policy or policies of General Liability Insurance which provides coverage for personal injury, bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall be issued by an insurance company or companies reasonably approved by UC Davis Health, shall name UC Davis Health and its directors, officers, agents and employees as additional insured with respect to the operations of the named insured and shall provide coverage for the acts, omissions and negligence of each Provider Clinician. Such policies will provide UC Davis Health with thirty (30) days' advance written notice of cancellation. The insurance provided by Provider in accordance with this paragraph shall be primary to any coverage available to UC Davis Health for any acts, omissions or negligence of Provider, its agents or employees.

(b) **Workers' Compensation.** Provider shall maintain Workers' Compensation coverage for all its employees in such amount and form as required by California laws.

**(c) Professional Liability.** Provider shall maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, covering acts of negligence and malpractice with respect to any service provided by Provider and any Provider physician.

**(d) Certificates.** Prior to the commencement of the term of this Agreement, Provider shall cause to be issued and UC Davis Health shall have received a certificate of insurance evidencing Provider's insurance coverage in accordance with this section, and an additional insured endorsement naming UC Davis Health as an additional insured with respect to the General Liability Insurance.

### **Section 3. COMPENSATION AND BILLING**

**3.1 General.** Compensation for Telemedicine Services shall be as specified in Exhibit B. As applicable, each party (i) shall work in good faith to provide reasonable assistance to the other party in billing for services and (ii) bears sole responsibility for the timeliness, accuracy, and propriety of all claims submitted to payers.

UC Davis Health agrees that under no circumstance shall Provider have any obligation to directly pay UC Davis Health for Telemedicine Services provided under this Agreement. The California Children's Services ("CCS") program operated by the Department of Health Care Services ("DHCS") shall be the sole source of reimbursement for Telemedicine Services provided under this Agreement.

Provider shall complete and submit the Centers for Medicare & Medicaid Services ("CMS") Form 1500 in connection with each day on which Telemedicine Services are performed. Per CCS standards, CMS Form 1500 will be processed to facilitate compensation under the applicable physician's respective National Physician Index ("NPI") number. UC Davis Health shall not directly bill CCS and/or DHCS for additional compensation for Telemedicine Services rendered under this Agreement.

### **Section 4. TERM AND TERMINATION**

**4.1 Term.** The term of this Agreement shall be effective as of the last date signed below and shall continue through July 31, 2022, unless earlier terminated in accordance with Section 4.2. The Agreement may be renewed by mutual written agreement of the parties for subsequent terms.

**4.2 Termination.** The Agreement may be terminated as follows:

**(a) With or Without Cause.** Either party may terminate this Agreement, with or without cause, upon not less than sixty (60) days' prior written notice to the other party.

**(b) Breach.** Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party in the event of a material breach by the other party which has not been cured within the thirty (30) day period. Termination shall be effective upon written notice issued after expiration of the thirty (30) day cure period.

**(c) Insolvency.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party after the occurrence of any of the following events:

(1) the other party becomes insolvent (for purposes of this Agreement, "insolvent" shall mean that the party is generally not paying its debts as such debts become due unless such debts are the subject of a bona fide dispute); or

(2) a receiver is appointed for the assets of the other party; or

(3) an assignment is made by the other party for the benefit of its creditors; or

(4) any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days.

**(d) Illegality.** UC Davis Health shall have the right to terminate this Agreement upon notice to Provider in the event that (1) Provider — or any person with an ownership interest or in a management position with Provider — is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime; or (2) any legislation, regulation or rule is duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency; or UC Davis Health receives notice of an actual or threatened decision, finding, or action by any governmental or private agency, court or other third party (whether or not either party to this Agreement is a party to such action), and such legislation, regulation, rule, decisions, finding or action will result in any of the following consequences because of this Agreement or any transactions contemplated herein: (a) materially and adversely affect UC Davis Health's licensure, tax-exempt status or any accreditation or certification; (b) materially and adversely affect a medical staff member's licensure or privileges; (c) materially and adversely affect UC Davis Health's ability to present a bill or claim or to receive payment or reimbursement with respect to any category of services or patients from any federal, state, local governmental or non-governmental payor; or (d) subject UC Davis Health or any medical staff member to a risk of prosecution, civil monetary penalty or Medicare or Medi-Cal program exclusion.

**(e) Force Majeure.** Either party may terminate this Agreement in accordance with the provisions of Section 5.11.

## **Section 5. GENERAL PROVISIONS**

### **5.1 Indemnification.**

**(a) Limitation of Liability.** UC Davis Health shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by Provider or any third party, whether based on contract, tort or any other legal theory, arising out of selection, installation, maintenance, failure to maintain, selection, installation, maintenance, failure to maintain, use, misuse, or malfunction of the Designated Equipment or the Communications Links.

**(b)** Provider shall defend, indemnify and hold UC Davis Health, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents or employees.

**(c)** Subject to the limitations in section 5.1 (a) above, UC Davis Health shall defend, indemnify and hold Provider, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of UC Davis Health, its officers, agents or employees.

**5.2 Confidentiality of Records.** Each party agrees to maintain the confidentiality of all records and materials related to Telemedicine Services in accordance with all applicable state and federal laws. Each party shall use its best efforts to maintain the confidentiality of all data transmitted during a telemedicine consultation.

**5.3 Use of Name.** Provider shall not refer to this Agreement or UC Davis Health's or the University of California's participation in this Agreement or use UC Davis Health's or the University of California's name in any advertising or promotional materials or statements to the public without the prior written approval of UC Davis Health. UC Davis Health shall not refer to Provider or use their names in any advertising or promotional materials without Provider's prior written approval.

**5.4 Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within that state. Venue shall be exclusively in the judicial district encompassing the main campus of UC Davis Health.

**5.5 Partial Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**5.6 Expenses.** Should either party institute any mediation, action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder, the substantially prevailing party in any such mediation, action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the substantially prevailing party in connection with such mediation, action or proceeding. The determination of which party is the "substantially prevailing party," shall be made by the mediator, court or arbitrator, as applicable, at the time of the mediation, action or proceeding, as the case may be.

**5.7 Notices.** All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below:

**To UC Davis Health:**  
UC Davis Health Contracts  
2315 Stockton Blvd., Sherman 2300  
Sacramento, CA 95817

**To: Provider**  
Humboldt County DHHS  
908 7th Street  
Eureka, CA 95501

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

**5.8 Assignability.** No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

**5.9 Construction and Agreement.** Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

**5.10 Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be third-party communication network outages (such as satellite malfunctions or failures) beyond the control of either party, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of

performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.

**5.11 Amendments.** This Agreement may only be amended in writing and duly executed upon the approval of authorized officers of both parties.

**5.12 Continuing Cooperation.** Throughout the term of this Agreement, the parties shall cooperate in good faith and agree to perform any and all tasks which are reasonably necessary for the performance of this Agreement.

**5.13 Exhibits.** All exhibits are incorporated into this Agreement as part of the Agreement.

**5.14 Integration.** This Agreement sets forth the entire understanding between the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to such transactions, whether oral or written. Any prior oral representations or modifications concerning this Agreement shall be of no force and effect, unless attached to this Agreement as a written amendment that is executed by the parties.

**5.15 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.


**5.16 Third Party Beneficiaries.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

**5.18 No Requirement for Referrals.** The parties intend to comply with applicable federal and state laws and regulations relating to health care referrals, including, but not limited to, the federal anti-kickback statute (42 U.S.C. 1320a-7b(b)) and the physician self-referral statute (42 U.S.C. 1395nn), and acknowledge that nothing in this Agreement will be construed in any manner as requiring either party to purchase any product or service from the other party or refer any patient or business to the other party. The Services set forth in this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.

**5.19 Authorized Representatives.** Each of the persons signing below represents and warrants to the other party that he/she is duly authorized to sign this Agreement and that upon his/her execution of this Agreement, this Agreement is a binding obligation of the party on whose behalf the person executes this Agreement. IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

**The Regents of the University of California  
acting for and on behalf of its University of  
California Davis Health**

**Humboldt County Department  
of Health and Human Services**

By:   
Annie Wong, Director  
UC Davis Health Contracts

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 1-28-2021

Date: \_\_\_\_\_



**EXHIBIT A**

**DESIGNATED EQUIPMENT**

**EQUIPMENT FURNISHED BY UC DAVIS HEALTH**

**and**

**COMMUNICATION LINK**

**EQUIPMENT**

<b>Item</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Identification Number</b>
Cart	Ergotron	StyleView	1836801-0023
Codec	HP	EliteOne 800 G3 Touch	MXL8311F55
Camera	Logitech	PTZ Pro2	1806LZ0ECX89

**COMMUNICATION LINK**

The Telemedicine units will be connected using existing internet telecommunications. Communications will be secured with an AES encryption feature built into the videoconferencing unit. UC Davis Health will be responsible for any additional hardware, software and maintenance necessary for this Program.

**EXHIBIT B**  
**PROGRAM OBJECTIVES AND CONSULTATION CRITERIA**

**I. Program Objectives:**

The STARS Program is a collaboration between UC Davis Health departments of Pediatrics and Physical Medicine and Rehabilitation. The goal of the Program is to implement a new model of care using telemedicine to deliver pediatric physiatrist medical direction to Medical Therapy Units (“MTU”) located in rural and underserved communities. UC Davis Health expects that this model of care will result in improved access, increased levels of patient-centeredness, a higher quality of care and will simultaneously reduce overall costs of care. The Grant seeks to explore the following specific aims:

1. To assess the effect of providing pediatric physiatrist medical direction using telemedicine on parent/guardian satisfaction;
2. To assess the effect of providing pediatric physiatrist medical direction using telemedicine on the adherence rates to an evidence-based hip surveillance program; and
3. To determine the economic efficiency of providing pediatric physiatrist medical direction using telemedicine.

**II. Expectations:**

To fulfill the aims of the Grant, UC Davis Health will purchase and loan the Provider’s MTU Designated Equipment for Provider to receive Telemedicine pediatric physiatrist consultations. The expectations are as follows:

1. UC Davis Health will loan Designated Equipment to Provider’s MTU for the use of Pediatric Telemedicine physiatrist services for children with special health care needs enrolled in Provider’s Medical Therapy Program.
2. This Designated Equipment is being supplied to the MTU to fulfill the aims specified in the Grant.
3. The Designated Equipment will be used for UC Davis Health Telemedicine physiatrist services from UC Davis Health physicians.
4. Maintenance and testing of the Designated Equipment unit will be the responsibility of UC Davis Health’s technical team, but will require Provider’s staff to assist in the testing. Such maintenance and testing shall be mutually scheduled between Provider and UC Davis Health.
5. A sustainability plan for Designated Equipment maintenance will be discussed once the Grant ends on 7/31/2022.
6. Medical records of Recipients receiving Telemedicine and in person specialty consultations will be collected by UC Davis Health research assistants, de-identified by UC Davis Health research assistants and uploaded into a HIPAA-secure REDCap research database and reviewed for the aims of the Grant.
7. UC Davis Health shall provide an annual amount of \$2,000 to Provider in support of Provider’s Program efforts, which may be used by Provider at its discretion.

**III. Telemedicine Services Patient Consultation and Rates:**

UC Davis Health shall make physician time available to provide specialty Telemedicine or in person consultations to Provider Recipients as specified below:

Specialty Consults	Rate	Level of Provider's Presenter
Physical Medicine and Rehabilitation (Physiatrist) Telemedicine or in-person	Compensation for the physiatrist physician will be based on the current CCS MTC hourly compensation rate. The method of compensation shall be as outlined in Section 3.1 of this Agreement. Provider shall complete CMS Form 1500, indicating that compensation shall be made payable to Shriners Hospitals for Children, Northern California on behalf of the UC Davis Health physiatrist physician.	MD, RN, OT or PT

Telemedicine Services or in-person consults will be provided to California Children's Services ("CCS") Medical Therapy Program Recipients of Provider during the Medical Therapy Clinic ("MTC")\* at a frequency and duration dictated by the needs of Provider and the availability of the UC Davis Health physician. Recipients shall be seen in the Provider's MTC Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Specific dates and times for Telemedicine or in-person consults shall be mutually scheduled between Provider and UC Davis Health.

\*Due to exigent circumstances caused by the COVID-19 pandemic, UC Davis Health may change its mode and/or location of delivering services under this Agreement. Specifically, UC Davis Health may rely upon telehealth capabilities in lieu of in-person services, or may provide telehealth services at a location other than that specifically contemplated under this Agreement.

Provider shall provide UC Davis Health with all necessary Recipient information for UC Davis Health to complete a comprehensive health evaluation and documentation.

Provider may request access to UC Davis Health Center for Health and Technology ("CHT") for remote technical support services for Telemedicine Services associated with UC Davis Health physicians by calling (916) 734-2224.

## **EXHIBIT C**

**Effective Date: September 23, 2013**

### **NOTICE OF PRIVACY PRACTICE**

#### **UNIVERSITY OF CALIFORNIA DAVIS HEALTH**

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY**

#### **UC DAVIS HEALTH**

UC Davis Health is one of the health care components of the University of California. The University of California health care components consist of the UC medical centers, the UC medical groups, clinics and physician offices, the UC schools of medicine and other health professions schools, the student health service areas on some campuses, employee health units on some campuses, and the administrative and operational units that are part of the health care components of the University of California.

This notice applies to information and records regarding the health care services you receive from UC Davis Health.

#### **OUR PLEDGE REGARDING YOUR HEALTH INFORMATION**

UC Davis Health is committed to protecting medical, mental health and personal information about you ("Health Information"). We are required by law to maintain the privacy of your Health Information, provide you information about our legal duties and privacy practices, inform you of your rights, and let you know about the ways we may use Health Information and disclose it to other entities and persons.

#### **HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

The following sections describe different ways that we may use and disclose your Health Information. Some information, such as certain alcohol and drug information, HIV information, genetic information, and mental health information has special restrictions related to its use and disclosure. Not every use or disclosure will be listed. All of the ways we are permitted to use and disclose information, however, will fall within one of the following categories. Other uses and disclosures not described in this Notice will be made only if we have your written authorization.

**For Treatment.** We may use Health Information about you to provide you with medical and mental health treatment or services. We may disclose Health Information about you to doctors, nurses, technicians, students, or other individuals involved in your care, including individuals or agencies that are involved in your care outside the UC Davis Health. The disclosure of your Health Information to non-UC Davis Health providers may be done electronically through a health information exchange or other technology that allows providers involved in your care to access some of your UC Davis Health records to coordinate services for you.

**For Payment.** We may use and disclose Health Information about you so that the treatment and services you receive at UC Davis Health or from other entities, such as an ambulance company,

may be billed to and payment may be collected from you, an insurance company, or a third party. For example, we may need to give information to your health plan about surgery or therapy you received at UC Davis Health so your health plan will pay us or reimburse you for the surgery or therapy. We may also tell your health plan about a proposed treatment to determine whether your plan will pay for the treatment.

**For Health Care Operations.** We may use and disclose Health Information about you for our business operations. For example, your Health Information may be used to review the quality and safety of our services, or for business planning, management and administrative services. We may also use and disclose your health information to an outside entity that performs services for us such as maintaining a health care registry, or performing accreditation, legal, computer or auditing services. These outside companies are called “business associates” and are required by law to keep your Health Information confidential. We may also disclose information to doctors, nurses, technicians, students, and other health system personnel for performance improvement and educational purposes.

**Healthcare Information and Appointment Reminders.** We may contact you to remind you that you have an appointment at UC Davis Health. We may also contact you about alternative treatment options for you or about other benefits or services we provide.

**Fundraising Activities.** We may contact you to provide information about UC Davis Health sponsored activities, including fundraising programs and events. You may opt-out of receiving fundraising information from UC Davis Health by calling 916-734-9400 or writing to: Health Sciences Development, 4900 Broadway, Suite 1150, Sacramento, CA 95820.

**Hospital Directory.** If you are hospitalized, we may include certain limited information about you in the hospital directory. This is so your family, friends, and clergy can visit you in the hospital and generally know how you are doing. This information may include your name, location in the hospital, your general condition (e.g., fair, stable, etc.), and your religious affiliation. The directory information, except for your religious affiliation, may also be released to people who ask for you by name. Your religious affiliation may be given to members of the clergy, such as ministers or rabbis, even if they don’t ask for you by name. You have the opportunity to limit the release of directory information by telling a UC Davis Health staff member at any time.

**Individuals Involved in Your Care or Payment for Your Care.** We may release Health Information to anyone involved in your medical care, e.g., a friend, family member, personal representative, or any individual you identify. We may also give information to someone who helps pay for your care. We may also tell your family or friends about your general condition and that you are in the hospital.

**Disaster Relief Efforts.** We may disclose Health Information about you to an entity assisting in a disaster relief effort so that others can be notified about your condition, status, and location.

**Research.** UC Davis Health is a research institution. We may disclose Health Information about you for research purposes, subject to the confidentiality provisions of state and federal law. For example, your Health Information may be reviewed to determine if you are eligible to participate in a research study. In addition to disclosing Health Information for research, researchers may contact patients regarding their interest in participating in certain research studies. You will only become a part of one of these research projects if you agree to do so and sign a specific permission form called an Authorization.

**As Required By Law.** We will disclose Health Information about you when we are required to do so by federal or state law.

**To Prevent a Serious Threat to Health or Safety.** We may use and disclose Health Information about you when necessary to prevent or lessen a serious and imminent threat to your health and safety or the health and safety of the public or another person. Any disclosure would be to someone able to help stop or reduce the threat.

**Organ and Tissue Donation.** If you are an organ donor, we may release your Health Information to organizations that obtain, bank or transplant organs, eyes, or tissue, as necessary to facilitate organ or tissue donation and transplantation.

**Military and Veterans.** If you are or were a member of the armed forces or a foreign military, we may release Health Information about you to military command authorities as authorized or required by law.

**Workers' Compensation.** We may use or disclose Health Information about you for Workers' Compensation or similar programs as authorized or required by law. These programs provide benefits for work-related injuries or illness.

**Public Health Disclosures.** We may disclose Health Information about you for public health activities such as:

- preventing or controlling disease (such as cancer and tuberculosis), injury, or disability;
- reporting vital events such as births and deaths;
- reporting abuse, neglect, or domestic violence;
- reporting adverse events or surveillance related to food, medications, or defects or problems with products;
- notifying persons of recalls, repairs, or replacements of products they may be using;
- notifying a person who may have been exposed to a disease or may be at risk of contracting or spreading a disease or condition.

**Health Oversight Activities.** We may disclose Health Information to governmental, licensing, auditing, and accrediting agencies as authorized or required by law.

**Lawsuits and Other Legal Actions.** We may disclose Health Information to courts, attorneys and court employees in the course of conservatorship and certain other judicial or administrative proceedings. We may also disclose Health Information about you in response to a court or administrative order, or in response to a subpoena, discovery request, warrant, or other lawful process.

**Law Enforcement.** If asked to do so by law enforcement, and as authorized or required by law, we may release Health Information:

- to identify or locate a suspect, fugitive, material witness, certain escapees, or missing person;
- about a suspected victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- about a death suspected to be the result of criminal conduct;

- about criminal conduct at UC Davis Health; and
- in case of a medical emergency, to report a crime, the location of the crime or victims; or the identity, description, or location of the person who committed the crime.

**Coroners, Medical Examiners and Funeral Directors.** We may disclose medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine cause of death. We may also disclose medical information about patients of UC Davis Health to funeral directors as necessary to carry out their duties.

**National Security and Intelligence Activities.** As required by law, we may disclose Health Information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities.

**Protective Services for the President and Others.** As required by law, we may disclose Health Information about you to authorized federal officials so they may conduct special investigations or provide protection to the President, other authorized persons, or foreign heads of state.

**Inmates.** If you are an inmate of a correctional institution or under the custody of law enforcement officials, we may release Health Information about you to the correctional institution as authorized or required by law.

## **YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION**

**Your Health Information is the property of UC Davis Health. You have the following rights regarding the Health Information we maintain about you:**

**Right to Inspect and Copy.** With certain exceptions, you have the right to inspect and/or receive a copy of your Health Information. If we have the information in electronic format, you have the right to receive your Health Information in electronic format if it is possible for us to do so.

To inspect and/or to receive a copy of your Health Information, you must submit your request in writing by filling out an “Authorization for Release of Health Information” form. A copy of the form can be obtained by contacting:

Health Information Management  
2315 Stockton Blvd., MRB#12  
Sacramento, CA 95817

A copy of this form can also be found online at:

<http://www.ucdmc.ucdavis.edu/him/roi/pdf/authorization.pdf>

If you request a copy of your health information, there is a fee for these records.

We may deny your request to inspect and/or to receive a copy of your health information in certain limited circumstances. If you are denied access to Health Information, in most cases, you may have the denial reviewed. Another licensed health care professional chosen by UC Davis Health will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

**Right to Request an Amendment or Addendum.** If you feel that Health Information we have about you is incorrect or incomplete, you may ask us to amend the information (change or correct

the record) or include an addendum (add information to the record). You have the right to request an amendment or addendum for as long as the information is kept by or for UC Davis Health.

**Amendment.** To request an amendment, your request must be made in writing and submitted to:

Health Information Management  
2315 Stockton Blvd., MRB#12  
Sacramento, CA 95817

The form to request an amendment can also be found online at:  
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/amend.pdf>

We may deny your request for an amendment if it is not in writing, we cannot determine from the request the information you are asking to be changed or corrected, or your request does not include a reason to support the change or addition. In addition, we may deny your request if you ask us to amend information that:

- was not created by UC Davis Health, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the Health Information kept by or for UC Davis Health;
- is not part of the information which you would be permitted to inspect and copy; or
- UC Davis Health believes to be accurate and complete.

**Addendum.** To submit an addendum, the addendum must be made in writing and submitted to:

Health Information Management  
2315 Stockton Blvd., MRB#12  
Sacramento, CA 95817

An addendum must not be longer than 250 words per alleged incomplete or incorrect item in your record.

**Right to an Accounting of Disclosures.** You have the right to receive a list of certain disclosures we have made of your Health Information.

To request this accounting of disclosures, you must submit your request in writing to:

Health Information Management  
2315 Stockton Blvd., MRB#12  
Sacramento, CA 95817

The form to request an Accounting of Disclosures can be found online at:  
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/accounting.pdf>

Your request must state a time period that may not be longer than the six previous years. You are entitled to one accounting within any 12-month period at no cost. If you request a second accounting within that 12-month period, there will be a charge for the cost of compiling the accounting. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.



**Right to Request Restrictions.** You have the right to request a restriction or limitation on the Health Information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the Health Information we disclose about you to someone who is involved in your care or the payment for your care, such as a family member or friend.

To request a restriction, you must make your request in writing and submit it to:

Health Information Management  
2315 Stockton Blvd., MRB#12  
Sacramento, CA 95817

The form to request a restriction can be found online at:  
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/restriction.pdf>

In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, only to you and your spouse. *We are not required to agree to your request except in the limited circumstance described below.* If we do agree, our agreement must be in writing, and we will comply with your request unless the information is needed to provide you emergency care.

We are required to agree to a request not to share your information with your health plan if the following conditions are met:

1. We are not otherwise required by law to share the information;
2. The information would be shared with your insurance company for payment purposes; and
3. You pay the entire amount due for the health care item or service out of your own pocket or someone else pays the entire amount for you.

**Right to Request Confidential Communications.** You have the right to request that we communicate with you about your Health Information in a certain way or at a certain location. For example, you may ask that we contact you only at home or only by mail.

To request confidential medical communications, you must make your request in writing and submit it to:

Health Information Management  
2315 Stockton Blvd., MRB#12  
Sacramento, CA 95817

We will accommodate all reasonable requests. Your request must specify how and where you wish to be contacted.

**Right to be Notified of a Breach.** You have the right to be notified if we or one of our Business Associates discovers a breach of unsecured Health information about you.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

Copies of this Notice are available throughout UC Davis Health, or you may obtain a copy at our website: <http://www.ucdmc.ucdavis.edu/compliance/pdf/notice.pdf>.

## **CHANGES TO UC DAVIS HEALTH'S PRIVACY PRACTICES AND THIS NOTICE**

We reserve the right to change UC Davis Health's privacy practices and this Notice. We reserve the right to make the revised or changed Notice effective for Health Information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice throughout UC Davis Health. In addition, at any time you may request a copy of the current Notice in effect.

## **QUESTIONS OR COMPLAINTS**

If you have any questions about this Notice, please contact the UC Davis Health Privacy Program, Compliance Department at (916) 734-8808.

If you believe your privacy rights have been violated, you may file a complaint with UC Davis Health or with the Secretary of the Department of Health and Human Services, Office for Civil Rights. To file a complaint with UC Davis Health contact:

Compliance Hotline: (877) 384-4272

Mailing Address: UC Davis Health  
Compliance Department  
2315 Stockton Blvd  
Sherman Way Bldg., Suite 3100  
Sacramento, CA, 95817

You will not be penalized for filing a complaint.

**EXHIBIT D**

USE PATIENT PLATE

UNIVERSITY OF CALIFORNIA DAVIS  
HEALTH SYSTEM

**ACKNOWLEDGEMENT OF RECEIPT:  
NOTICE OF PRIVACY PRACTICES**

The UC Davis Health System Notice of Privacy Practices provides information about how we may use and disclose protected health information about you.

In addition to the copy we are providing you, copies of the current notice are available by accessing our Web site at <http://web.ucdmc.ucdavis.edu/compliance/> and may be obtained throughout UC Davis Health System.

I acknowledge that I have received the Notice of Privacy Practices.

\_\_\_\_\_  
Signature of Patient or Patient's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship to Patient

\_\_\_\_\_  
Interpreter (if applicable)

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**Written Acknowledgement Not Obtained**

Please document your efforts to obtain acknowledgment and reason it was not obtained.

- Notice of Privacy Practices Given — Patient Unable to Sign
- Notice of Privacy Practices Given — Patient Declined to Sign
- Notice of Privacy Practices Mailed to Patient — Awaiting Signature
- Other Reason Patient Did Not Sign \_\_\_\_\_

\_\_\_\_\_  
Signature of UC Davis Health System Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Department

**EXHIBIT E**

**RADIOGRAPHIC EVALUATION AND CLINICAL EXAM SURVEY**

**\*\* CONFIDENTIAL \*\* CONFIDENTIAL \*\***

Age of patient: \_\_\_\_\_

**1. Does the patient have a diagnosis of cerebral palsy?**

- Yes
- No

**2. The patient's GMFCS level (I-V):** \_\_\_\_\_

**3. Has this patient ever received a pelvis (hip) x-ray exam?**

- Yes
- No

a. If Yes, list the date of the last pelvis x-ray: \_\_\_\_\_ (mm/dd/yyyy)

**4. In the past, did this patient ever receive a clinical hip surveillance physical exam?**

- Yes
- No

a. If Yes, list the date of the clinical hip surveillance exam: \_\_\_\_\_ (mm/dd/yyyy)

b. If Yes, was pain present or was there a decrease in function?

- Yes
- No

**5. Did this patient receive a clinical hip surveillance physical exam today?**

- Yes
- No

**6. Has this patient been referred to a pediatric orthopedic surgeon for hip surveillance follow up?**

- Yes
- No

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**PLEASE WRITE ANY ADDITIONAL NOTES OR COMMENTS HERE**

**Thank you!**

## EXHIBIT F

### PARENT/GUARDIAN SATISFACTION SURVEY

\*\* CONFIDENTIAL \*\* CONFIDENTIAL \*\*

Type of encounter:     In-home     In-person- at the MTU     Telemedicine- at the MTU

#### For IN-PERSON or TELEMEDICINE Encounters Only

Time Traveled to Medical Therapy Unit from Home: \_\_\_\_\_ (in minutes)

#### For ALL Encounter Types

- |  | Never                 | Sometimes             | Usually               | Always                |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| 1. During this visit, how often did your child's doctor listen carefully to you?                                     | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 2. During this visit, how often did your child's doctor explain things to you in a way that was easy to understand?  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 3. During this visit, how often did your child's doctor treat you with courtesy and respect?                         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 4. During this visit, how often did this provider seem to know the important information about your medical history? | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

5. Using any number from 0 to 10, where 0 is the worst Medical Therapy Clinic (MTC) possible and 10 is the best MTC possible, what number would you use to rate this MTC during your child's visit?



- |   | Definitely No         | Probably No           | Probably Yes          | Definitely Yes        |
|---|-----------------------|-----------------------|-----------------------|-----------------------|
| 6. Would you recommend this type of visit to your friends and family? | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 7. I felt satisfied with the QUALITY of care received.                | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

#### For IN-HOME or TELEMEDICINE Encounters Only

- |  | Definitely No         | Probably No           | Probably Yes          | Definitely Yes        |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| 8. I felt that my child received the same quality of care as in-person care. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
9. I would be willing to spend more time traveling for in-person care.  
 Yes  
 No  
a. If Yes, how much more time would you be willing to drive? \_\_\_\_\_ (in minutes)
10. Which method would you prefer for your child's next appointment?  
 In- Person  
 Telemedicine  
 No Preference

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**PLEASE WRITE ANY ADDITIONAL NOTES OR COMMENTS HERE**  
**Thank you!**