

809



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
January 19, 2012

SUBJECT: Medical clinic agreement with Clinicas de Salud Del Pueblo for Riverside County HealthCare

RECOMMENDED MOTION: Move that the Board of Supervisors:

Approve and authorize the Chairperson to sign the Medical Clinic Agreement(s) with Clinicas de Salud Del Pueblo to provide health care services to members enrolled with Riverside County HealthCare (RCHC), effective upon the execution of the Agreement between the County of Riverside and the California Department of Health Care Services (DHCS) through December 31, 2013.

(continued on Page 2)

Susan D. Harrington
Susan Harrington, Director of Public Health

Douglas D. Bagley
Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: : 100% Low Income Health Plan / Riverside County	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *S.T. Mad* 2/10/12
BEAUFORD T. MILLER, JR. DATE

Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3.45

SUBJECT: Medical clinic agreement with Clinicas de Salud Del Pueblo for Riverside County HealthCare

BACKGROUND:

The Department of Health Care Services (DHCS) released program applications for all eligible entities to participate in the Low Income Health Program (LIHP), which provides entities the opportunity to help build the bridge to health care reform in 2014. The LIHP consists of the Medicaid Coverage Expansion (MC) and the Health Care Coverage Initiative (HCCI) programs. These programs provide health care benefits to eligible persons in accordance with the Welfare & Institutions Code (WIC) Section 15909 - 15915 (Chapter 723, Statutes of 2010, Assembly Bill 342), and the Special Terms and Conditions (STCs) of the federal section 1115 (a) California Bridge to Reform Demonstration. To meet the requirements of participation for this program various departments of the County, including the Community Health Agency/Department of Public Health, Department of Mental Health, Department of Public Social Services, Riverside County Regional Medical Center and the Office on Aging, have combined their resources to ensure that the County has a financially viable model for an integrated, quality, responsible, patient-centered health care system meeting the needs of county residents. These departments have partnered with Inland Empire Health Plan (IEHP) as a third party administrator in administering the service which implements the requirements of LIHP. Through this collaboration partnership, the requirements for the LIHP were developed and incorporated for Riverside County HealthCare (RCHC). RCHC is Riverside County's new health care plan to help bridge to the health care reform in 2014. Patients eligible to participate in RCHC will have the opportunity to receive services through specific referrals. RCHC expects approximately 20,000 eligible participants/patients to participate in the health care plan.

The Clinicas de Salud Del Pueblo has clinics located in Blythe and Mecca and have agreed to provide routine and minor office procedure health care services to members enrolled with Riverside County HealthCare (RCHC).

FINANCIAL IMPACT:

100% Low Income Health Plan funding will provide health care services to members enrolled with Riverside County Health Care throughout the County of Riverside.

Payment for health care services will be based on actual claims submitted and reimbursed at the Published Prospective Payment System rate which is updated annually and published in the Federal Register.

REVIEW/APPROVAL:

County Counsel has approved the agreement as to legal form.

DB:cg

1 medical services program to provide medical services to eligible persons.

2 NOW THEREFORE, in consideration of the mutual promises, covenants
3 representations and conditions hereinafter contained, the PARTIES hereto
4 mutually agree as follows.

5 **1.0 DEFINITIONS:**

6 As used in this Agreement, the following terms shall have the
7 meaning described below

8 1.1 "Agreement" means this Medical Clinic Agreement, including
9 all attachments, addenda and amendments hereto.

10 1.2 "Coordination of Benefits ("COB") means those provisions by
11 which the CLINIC seeks to recover costs of health care services provided for an
12 incident of sickness of a Member, which may be covered by another insurer,
13 health plan, government program, indemnification program or other organization,
14 subject to any limitations imposed by applicable laws and Benefit Agreements.

15 1.3 "Health Care Services" means all Medically Necessary
16 services to which members are entitled under the RCHC program, including
17 medical, hospital, preventative, ancillary and emergency services.

18 1.4 "Hospital" means Riverside County Regional Medical Center.

19 1.5 "Medically Necessary" means those covered services which
20 are reasonable and necessary to protect life, to prevent significant illness or
21 significant disability or to alleviate severe pain and the diagnosis or treatment of
22 disease, illness or injury.

23 1.6 "Member(s)" means those persons who have enrolled in the
24 Riverside County Health Care (RCHC) program and qualify under the guidelines
25 as approved by the Riverside County HealthCare Governance Committee.

1 1.7 “Primary Care Physician” means a CLINIC Physician who is
2 the Primary Care Physician responsible for supervising, coordinating and
3 providing initial, primary and preventative care to members for initiating referrals,
4 maintaining continuity of Member care, and providing health counseling and
5 education. This may include physicians who are in Family Practice, Internal
6 Medicine, Obstetrics, or General Practice.

7 1.8 “Primary Care Services” means those covered services that
8 Members are entitled to under the RCHC Program, which CLINIC is required to
9 provide or to make available to Members, as outlined in Attachment A, attached
10 hereto and incorporated in full herein by reference.

11 1.9 “Provider Manual” means the document distributed to
12 CLINIC that describes the administrative procedures of the RCHC Program and
13 such other information that is from time to time distributed by the RCHC Program
14 for inclusion in the Provider Manual.

15 1.10 “Riverside County HealthCare (“RCHC”)” means a county-
16 based elective program developed as part of the Medicaid Coverage Expansion
17 a component of the Section 1115-(a) Comprehensive Demonstration Waiver
18 which expands health coverage to low income, uninsured adults who are not
19 eligible for Medi-Cal or Healthy Families.

20 **DUTIES OF CLINIC:**

21 2.1 CLINIC agrees to provide Covered Primary Care Services
22 for all assigned members and shall coordinate the provision of other specialty
23 care referrals for members as outlined in Exhibit A.

24 2.2 CLINIC shall make its best efforts to provide timely access to
25 Health Care Services, and make its best efforts to provide for reasonable hours

1 of operation in compliance with the RCHC Program's standards for access and
2 availability, as described in the Provider Manual. CLINIC shall render Health
3 Care Services to Members in the same manner as provided to any other CLINIC
4 patient. CLINIC further agrees to make emergency services available twenty-
5 four (24) hours per day, seven (7) days a week.

6 2.3 CLINIC may not impose any limitations on the acceptance of
7 Members for care or treatment that it does not impose on other patients of the
8 CLINIC. CLINIC shall not request, demand, require or seek directly or indirectly
9 the transfer, or removal of any Member for reasons of Member's need for or
10 utilization of Health Care Services. CLINIC shall not refuse or fail to provide
11 authorized Health Care Services available at the CLINIC to any Member.
12

13 2.4 CLINIC shall admit all Members with acute conditions to
14 Riverside County Regional Medical Center (HOSPITAL) only, unless an
15 appropriate bed or service is unavailable or in the event of an emergency
16 medical condition. CLINIC agrees to contact the RCHC program for
17 authorization prior to admitting a member for an elective service, when services
18 are not available at HOSPITAL or if a member is directed to an emergency room
19 or emergency department for services.
20

21 2.5 CLINIC shall maintain the necessary registrations,
22 accreditation, certifications and licenses required by the State of California,
23 federal government and accreditation entities. All Health Care Services shall be
24 provided by professional personnel in accordance with all applicable federal and
25 state laws, licensing requirements and professional standards.

1 2.6 CLINIC shall ensure that the health professional employed
2 by or under contract with CLINIC shall be appropriately licensed to provide health
3 care services in the State of California and have met and continue to meet all
4 applicable federal, state or municipal statutes, ordinances or regulations, and
5 RCHC program standards of care and shall submit evidence of such licensure to
6 RCHC program, upon request.

7 2.7 CLINIC shall comply with RCHC program's Quality
8 Management (QM) and Utilization Management (UM) Programs. If a potential
9 quality of care issue is identified based on member complaints, or other
10 information, RCHC program shall alert CLINIC to initiate appropriate action.
11 CLINIC further agrees to assist RCHC program in the implementation of a
12 corrective action plan.

13 2.8 CLINIC shall meet credentialing requirements for its primary
14 care providers and maintain the necessary registrations, accreditation,
15 certification and licenses required by the State of California, federal government
16 and accreditation entities. CLINIC agrees that only medical professionals who
17 are credentialed by the RCHC program shall treat members.

18 2.9 CLINIC shall notify the RCHC program immediately, upon its
19 knowledge of a complaint by a member. CLINIC agrees to cooperate with the
20 RCHC program in resolving member grievances and agrees to participate in the
21 grievance review procedures of the RCHC program. CLINIC and CLINIC's staff
22 shall comply with all final determinations of the RCHC programs' grievance
23 procedure, and QM and UM Programs.

1 2.10 CLINIC agrees to cooperate with inspections of CLINIC
2 facilities, as conducted by any state and federal regulatory agencies, or the
3 RCHC program staff or designee, that are required to assure compliance with
4 required facility standards.

5 2.11 CLINIC shall use its best efforts to notify the RCHC program
6 in writing, ninety (90) days prior to any change in CLINIC's office address,
7 telephone number, office hours, tax identification number, or license status or
8 number.

9 2.12 CLINIC shall make its best efforts to provide thirty (30) days
10 prior written notice to the RCHC program in the event of an extended leave of
11 absence or termination of a Primary Care Physician.

12 2.13 CLINIC agrees to submit reports on a quarterly basis to the
13 RCHC program that include, but are not limited to, reports as outlined in Exhibit
14 C, attached hereto for reference for the effective management of the RCHC
15 program's health care delivery system.

16 2.14 CLINIC shall ensure that Member-specific immunization
17 information is periodically reported to the immunization registry. Reports shall be
18 made following the Member's initial health assessment and all other health care
19 visits which result in an immunization being provided.

20 2.15 CLINIC shall provide or arrange for high quality interpreter
21 and linguistic services for Members either through telephone language services
22 or on site interpreters.

23 2.16 CLINIC shall cooperate and comply with all policies and
24
25

1 procedures developed by the RCHC program.

2 2.17 CLINIC shall make best efforts to participate in committee
3 meetings pertaining to Quality Utilization Management, Data Reporting and
4 Compliance.

5 **3.0 DUTIES of the RCHC program**

6 3.1 The RCHC program shall perform all necessary administrative,
7 accounting and reporting requirements and other functions as required by state
8 and federal laws and regulations for the administration of the RCHC program and
9 this Agreement.
10

11 3.2 The RCHC program shall provide marketing and enrollment
12 services to potential Members.

13 3.3 The RCHC program shall provide CLINIC with a Handbook
14 that contains the RCHCs' program's policies and procedures and provide the
15 necessary training regarding these policies and procedures when requested by
16 CLINIC.

17 3.4 The RCHC program shall provide appropriate services in
18 support of CLINIC for the medical care of Members, including but not limited to
19 treatments and hospitalizations, case management and quality oversight.

20 3.5 The RCHC program shall provide customer service to
21 Members, including, but not limited to, processing Member complaints and
22 grievances, informing Members of the RCHC program's policies and procedures,
23 and providing Members with information about the RCHC program.
24

25 *////*

1 **4.0 BILLING AND COMPENSATION**

2 4.1 In consideration of services provided by CLINIC pursuant to
3 this Agreement, CLINIC shall be entitled to receive payment in accordance with
4 RCHC program policy and procedure. CLINIC shall submit clean, complete and
5 accurate claims within one hundred eighty (180) days from the date of service.
6 Claims must be submitted on a CMS 1500 claim form and shall include all
7 information necessary to verify and substantiate the provision of health care
8 services. CLINIC shall not seek payment for claims not submitted in a timely
9 manner. Any claims received after the billing deadline will not be considered for
10 payment. CLINIC shall accept the payments for services as described above
11 and specified in Attachment B, attached hereto, as payment in full.

12 4.2 The RCHC program shall pay CLINIC for health care
13 services within forty-five (45) working days of receipt of an uncontested claim
14 which is accurate, complete and otherwise in accordance with RCHC program
15 standards. The RCHC program shall notify CLINIC at least forty-five (45) days
16 prior to any material modification to RCHC program claims and dispute filing
17 guidelines, or other reimbursement guidelines. The RCHC program shall not be
18 obligated to pay CLINIC on any claims not submitted within one hundred and
19 eighty (180) days from the date of service.

20 4.3 CLINIC shall accept the payments specified in Attachment B
21 of this Agreement as payment in full for all Health Care Services provided to
22 Members and for all administrative costs incurred for providing such services. In
23 the event the RCHC program fails to make any payments to CLINIC, as provided
24 herein, whether from RCHC program insolvency or otherwise, Members shall not
25 be liable for payment to CLINIC, under any circumstances, for Health Care

1 Services as specified herein.

2 4.4 CLINIC agrees that the only charges for which a Member
3 may be liable and be charged by CLINIC shall be for applicable medical services
4 not covered under the RCHC program. CLINIC shall advise Member of their
5 payment responsibility, prior to rendering services that require payment. CLINIC
6 shall obtain a written waiver from the Member prior to rendering non-covered
7 medical services to Member. The waiver must be obtained in advance of
8 rendering services, dated, signed and shall specify those non-covered services
9 or services the RCHC program has denied as not Medically Necessary and shall
10 clearly state that the Member is responsible for payment of those services.

11 4.5 Notwithstanding the provisions herein, CLINIC shall in no
12 event, including, without limitation, nonpayment by the RCHC program,
13 insolvency of the RCHC program, or breach of the Agreement, bill, charge,
14 collect and deposit, or attempt to bill, charge, collect or receive any form of
15 payment other than coinsurance, or non-covered Member financial responsibility
16 services from any Member for Health Care Services provided pursuant to this
17 Agreement. Clinic also agrees it shall not maintain any action at law or equity
18 against a Member to collect sums owed by the RCHC program to CLINIC. If the
19 RCHC program receives notice of any such surcharge or action upon a Member,
20 the RCHC program shall take appropriate action, including but not limited to
21 terminating this Agreement for cause and requiring that CLINIC provide the
22 Member with an immediate refund of such surcharge.

23 4.6 In the event Clinic disagrees with any payment, denial,
24 adjustment or contest made by the RCHC program, CLINIC has ninety (90) days
25 to submit a written dispute to the RCHC program. Said dispute shall include all

1 information necessary to verify and substantiate the dispute.

2 4.7 The obligations set forth in this Article 4 shall survive
3 termination of this Agreement regardless of the cause giving rise to such
4 termination and shall be interpreted for the benefit of Members.

5 **5.0 TERM AND TERMINATION:**

6 5.1 TERM. The term of this Agreement shall commence on the
7 (approval) of the COUNTY's agreement with Department of Health Care Services
8 (DHCS), and shall remain in effect through December 31, 2013.

9 5.2 TERMINATION WITHOUT CAUSE. Either party may
10 terminate this Agreement with or without cause by giving ninety (90) days prior
11 written notice to the other party.

12 5.3 TERMINATION FOR CAUSE. This Agreement shall
13 terminate immediately, upon RCHC program's written notice, in the event of the
14 occurrence of any of the following:

15 (1) CLINIC's failure to Provide Primary Care Services to
16 Members as provided herein.

17 (2) CLINIC's failure to maintain the standards as provided
18 herein.

19 (3) CLINIC's breach of any material term, covenant or
20 condition of the Agreement.

21 (4) Revocation, suspension, or restriction of CLINIC's
22 licenses, accreditation or certification required for the performance of the duties
23 hereunder.
24
25

1 (5) Failure by CLINIC to maintain adequate professional
2 liability coverage, as provided herein.

3 (6) Upon RCHC program's determination that CLINIC
4 has engaged in a fraudulent activity against the RCHC program or its Members.

5 5.4 In the event of termination of this Agreement, CLINIC shall
6 continue to provide and be compensated for services under the terms of this
7 Agreement to patients who have been authorized for treatment on the date of
8 termination until the effective date of discharge of care or the safe transfer of
9 such patients to another health care provider, or a period of ninety (90) days,
10 whichever comes first.
11

12 5.5 NON-AVAILABILITY OF FUNDS. In the event of non-
13 availability of COUNTY funds, this Agreement shall be deemed terminated and
14 of no further force and effect immediately on receipt of COUNTY's notification to
15 CLINIC. CLINIC shall continue to provide services to Members for the duration
16 of the period for which payment has been made, as well as for inpatient
17 admissions up until discharge, if funds are not available.

18 **6.0 HOLD HARMLESS:**

19 6.1 CLINIC shall indemnify and hold harmless all Agencies,
20 Districts, Special Districts and Departments of the County of Riverside, their
21 respective directors, officers, Board of Supervisors, elected and appointed
22 officials, employees, agents and representatives from any liability whatsoever,
23 based or asserted upon any services of CLINIC, its officers, employees,
24 subcontractors, agents or representatives arising out of or in any way relating to
25 this Agreement, including but not limited to property damage, bodily injury, or

1 death or any other element of any kind or nature whatsoever and resulting from
2 any reason whatsoever arising from the performance of CLINIC, its officers,
3 agents, employees, subcontractors, agents or representatives from this
4 Agreement; CLINIC shall defend, at its sole expense, all costs and fees including
5 but not limited to attorney fees, cost of investigation, defense and settlements or
6 awards of the County of Riverside, its Agencies, Districts, Special Districts and
7 Departments, their respective directors, officers, Board of Supervisors, elected
8 and appointed officials, employees, agents and representatives in any claims or
9 action based upon such alleged acts or omissions.

10 6.2 With respect to any action or claim subject to indemnification
11 herein by CLINIC, CLINIC shall, at their sole cost, have the right to use counsel
12 of their own choice and shall have the right to adjust, settle, or compromise any
13 such action or claim without the prior consent of COUNTY; provided, however,
14 that any such adjustment, settlement or compromise in no manner whatsoever
15 limits or circumscribes CLINIC'S indemnification to COUNTY as set forth
16 herein.

17 CLINIC'S obligation to defend, indemnify and hold harmless
18 COUNTY shall be subject to COUNTY having given CLINIC written notice within
19 a reasonable period of time of the claim or the commencement of the related
20 action, as the case may be, and information and reasonable assistance, at
21 CLINIC'S expense, for the defense or settlement thereof.

22 CLINIC'S obligation hereunder shall be satisfied when CLINIC has
23 provided to COUNTY the appropriate form of dismissal relieving COUNTY from
24 any liability for the action or claim involved.

25

1 6.3 The specified insurance limits required in this Agreement
2 shall in no way limit or circumscribe CLINIC's obligation to indemnify and hold
3 harmless the COUNTY herein from third party claims.

4 6.4 In the event there is conflict between this clause and
5 California Civil Code Section 2782, this clause shall not be interpreted to comply
6 with Civil Code 2782. Such interpretation shall not relieve the CLINIC
7 from indemnifying the COUNTY to the fullest extent allowed by law.

8 6.5 Liability resulting from professional acts of the CLINIC shall
9 be subject to the terms of Section 7.5, below.

10 **7.0 INSURANCE:**

11 7.1 Without limiting or diminishing the CLINIC'S obligation to
12 indemnify or hold the HOSPITAL harmless, CLINIC shall procure and maintain or
13 cause to be maintained, at its sole cost and expense, the following insurance
14 and/or self-insurance coverages during the term of this Agreement.

15 7.2 WORKERS' COMPENSATION

16 If the CLINIC has employees as defined by the State of California,
17 the CLINIC shall maintain statutory Workers' Compensation Insurance (Coverage
18 A) and/or self-insurance as prescribed by the laws of the State of California.
19 Policy shall include Employers' Liability (Coverage B) including Occupational
20 Disease with limits not less than **\$1,000,000** per person per accident. The policy
21 shall be endorsed to waive subrogation in favor of The County of Riverside, and,
22 if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

23 7.3 COMMERCIAL GENERAL LIABILITY

24 Commercial General Liability insurance coverage, including but not
25 limited to, premises liability, contractual liability, products and completed

1 operations liability, personal and advertising injury covering claims which may
2 arise from or out of CLINIC'S performance of its obligations hereunder. Policy
3 shall name all Agencies, Districts, Special Districts, and Departments of the
4 County of Riverside, their respective directors, officers, Board of Supervisors,
5 employees, elected or appointed officials, agents or representatives as Additional
6 Insured. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence
7 combined single limit. If such insurance contains a general aggregate limit, it
8 shall apply separately to this agreement or be no less than two (2) times the
9 occurrence limit.

10 7.4 VEHICLE LIABILITY

11 If CLINIC'S vehicles or mobile equipment are used in the
12 performance of the obligations under this Agreement, then CLINIC shall maintain
13 liability insurance for all owned, non-owned or hired vehicles so used in an
14 amount not less than **\$1,000,000** per occurrence combined single limit. If such
15 insurance contains a general aggregate limit, it shall apply separately to this
16 Agreement or be no less than two (2) times the occurrence limit. Policy shall
17 name all Agencies, Districts, Special Districts, and Departments of the County of
18 Riverside, their respective directors, officers, Board of Supervisors, employees,
19 elected or appointed officials, agents or representatives as Additional Insured.

20 7.5 PROFESSIONAL LIABILITY INSURANCE

21 CLINIC shall maintain Professional Liability insurance coverage
22 for the CLINIC's performance of work included within this Agreement, with a limit
23 of liability of not less than **\$1,000,000** per occurrence and **\$3,000,000** annual
24 aggregate. If CLINIC's Professional Liability Insurance is written on a claims
25 made basis rather than an occurrence basis, such insurance shall continue

1 through the term of this Agreement and CLINIC shall purchase at his sole
2 expense either 1) an Extended Reporting Endorsement (also known as Tail
3 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date
4 back to the date of, or prior to, the inception of this Agreement; 3) demonstrate
5 through Certificates of Insurance that CLINIC has maintained continuous
6 coverage with the same or original insurer. Coverage provided under items; 1),
7 2) or 3) will continue for a period of five (5) years beyond the termination of this
8 Agreement.

9 7.6 GENERAL INSURANCE PROVISIONS – ALL LINES

10 1) Any insurance carrier providing insurance coverage
11 hereunder shall be admitted to the State of California and have an A M BEST
12 rating of not less than A: VIII (A:8) unless such requirements are waived, in
13 writing, by the County Risk Manager. If the County's Risk Manager waives a
14 requirement for a particular insurer such waiver is only valid for that specific
15 insurer and only for one policy term.

16 2) The CLINIC'S insurance carrier(s) must declare its
17 insurance deductibles. If such deductibles or self-insured retentions exceed
18 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
19 written consent of the County Risk Manager before the commencement of
20 operations under this Agreement. Upon notification of deductibles unacceptable
21 to the COUNTY, and at the election of the Country's Risk Manager, CLINIC'S
22 carriers shall either; 1) reduce or eliminate such deductibles as respects this
23 Agreement with the COUNTY, or 2) procure a bond, which guarantees payment
24 of losses and related investigations, claims administration, and defense costs
25 and expenses.

1 3) CLINIC shall cause CLINIC'S Insurance carrier(s) to
2 furnish the County of Riverside with either 1) a properly executed original
3 Certificate(s) of Insurance and certified original copies of Endorsements effecting
4 coverage as required herein, or 2) if requested to do so orally or in writing by the
5 County Risk Manager, provide original Certified copies of policies including all
6 Endorsements and all attachments thereto, showing such insurance is in full
7 force and effect. Further, said Certificate(s) and policies of insurance shall
8 contain the covenant of the insurance carrier(s) that thirty (30) days written notice
9 shall be given to the County of Riverside prior to any material modification,
10 cancellation, expiration or reduction in coverage of such insurance. In the event
11 of a material modification, cancellation, expiration, or reduction in coverage, this
12 Agreement shall terminate forthwith, unless the County of Riverside receives,
13 prior to such effective date, another properly executed original Certificate of
14 Insurance and original copies of endorsements or certified original policies,
15 including all endorsements and attachments thereto evidencing coverage's set
16 forth herein and the insurance required herein is in full force and effect. **CLINIC**
17 **shall not commence operations until the COUNTY has been furnished**
18 **original Certificate(s) of Insurance and certified original copies of**
19 **endorsements or policies of insurance including all endorsements and any**
20 **and all other attachments as required in this Section. An individual**
21 **authorized by the insurance carrier to do so on its behalf shall sign the**
22 **original endorsements for each policy and the Certificate of Insurance.**

23 4) It is understood and agreed to by the parties hereto
24 and the insurance company(s), that the Certificate(s) of Insurance and policies
25 shall so covenant and shall be construed as primary insurance, and the

1 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
2 insured programs shall not be construed as contributory.

3 5) The COUNTY'S Reserved Rights--Insurance. If,
4 during the term of this Agreement or any extension thereof, there is a material
5 change in the scope of services; or, there is a material change in the equipment
6 to be used in the performance of the scope of work (such as the use of aircraft or
7 watercraft) the COUNTY reserves the right to adjust the types of insurance
8 required under this Agreement and the monetary limits of liability for the
9 insurance coverage's currently required herein, if; in the County Risk Manager's
10 reasonable judgment, the amount or type of insurance carried by the CLINIC has
11 become inadequate.

12 6) CLINIC shall pass down the insurance obligations
13 contained herein to all tiers of subcontractors working under this Agreement.

14 7) The insurance requirements contained in this
15 Agreement may be met with a program(s) of self-insurance acceptable to the
16 COUNTY.

17 **8.0 RECORDS AND DOCUMENTS:**

18 8.1 CLINIC shall make available, upon written request by duly
19 authorized Federal, State or COUNTY agency, a copy of this Agreement and
20 such books, documents and records as are necessary to certify the nature and
21 extent of the costs of the services provided by CLINIC. CLINIC shall maintain
22 books and records for at least five (5) years from the termination of this
23 Agreement.

24 8.2 CLINIC agrees to provide the RCHC program with reports
25 and information relative to this Agreement and in accordance with terms set forth

1 herein, as may be requested by the RCHC Program.

2 **9.0 CONFIDENTIALITY:**

3 9.1 CLINIC agrees to protect from unauthorized disclosure
4 names and other identifying information concerning either persons receiving
5 services under this Agreement or persons whose names or other identifying
6 information becomes known to CLINIC as a result of services performed under
7 this Agreement, except statistical information not identifying any such person.

8 9.2 CLINIC shall not disclose, except as otherwise specifically
9 permitted by this Agreement or authorized by the client or client's representative,
10 any such identifying information to anyone other than authorized RCHC program
11 personnel without prior written authorization from the RCHC program

12 9.3 For the purpose of this paragraph, "identify" shall include, but
13 not be limited to, name, identifying number, symbol, or other identifying particular
14 assigned to the individual, such as finger or voiceprint or photograph.

15 9.4 CLINIC shall observe all Federal, State and County laws and
16 regulations and certifies compliance with Americans with Disabilities Act of 1990
17 (42 USC, Section 12100 et. seq.), the Drug Free Workplace Act of 1990 (Gov.
18 Code Section 8355), the Health Insurance Portability and Accountability Act of
19 1996 (HIPAA) and Board Policy B-23.

20 **10.0 DISCLOSURE FORM**

21 CLINIC represents that Attachment D contains the names of all of
22 the officers and directors of CLINIC, all of the stockholders owning more than 10
23 percent (10%) of the issued and outstanding stock of CLINIC and all major
24 creditors holding more than 5 percent (5%) of the debt of CLINIC. CLINIC shall
25 promptly notify RCHC of any and all changes in the information contained in

1 Attachment D.

2 **11.0 LICENSE:**

3 11.1 CLINIC shall, through the Term of this Agreement, maintain
4 all licenses necessary for the provision of the services hereunder and required by
5 the laws and regulations of the United States, the State of California, County of
6 Riverside, and all other governmental agencies. CLINIC shall notify the RCHC
7 program immediately, in writing, of inability to obtain or maintain such license.
8 Said inability shall be cause for termination of this Agreement.

9 11.2 CLINIC shall ensure that CLINIC'S employees, agents, and
10 subcontractors performing services under the terms of this Agreement are in
11 compliance with all relative licensing requirements. CLINIC hereby agrees to
12 notify the RCHC program immediately, in writing, of inability of CLINIC or any of
13 CLINIC's employees, agents and subcontractors to obtain or maintain such
14 license(s). Said inability may be cause for termination of this Agreement.

15 11.3 COPY REQUIRED. A copy of each such license, permit,
16 approval, waiver, exemption, registration, accreditation, and certificate shall be
17 provided to RCHC program Administration, upon request.

18 11.4 Further, CLINIC hereby agrees to abide by the standards of
19 the medical practice of the profession when performing services hereunder.

20 **12.0 NONDISCRIMINATION AND ELIGIBILITY:**

21 12.1 The CLINIC shall not discriminate in the provision of
22 services, allocation of benefits, accommodation in facilities, or employment of
23 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,
24 religion, national origin, sexual preference, sex, age (over 40), marital status,
25 medical attention, or physical or mental handicap, and shall comply with all other

1 requirements of law regarding non discrimination and affirmative action including
2 those laws pertaining to the prohibition of discrimination against qualified
3 handicapped persons in all programs or activities.

4 12.2 For the purpose of this Agreement, distinctions on the
5 grounds of race, religion, color, sex, national origin, age, or physical or mental
6 handicaps include but are not limited to the following:

7 1. Denying an eligible person or providing to an eligible
8 person any services or benefit which is different, or is provided in a different
9 manner or at a different time from that provided to other eligible persons under
10 this Agreement.

11 2. Subjecting an eligible person to segregation or
12 separate treatment in any matter related to receipt of any service, except when
13 necessary for infection control.

14 3. Restricting an eligible person differently in any way in
15 the enjoyment of any advantage or privilege enjoyed by others receiving similar
16 service or benefit.

17 4. Treating an eligible person differently from others in
18 determining whether he/she satisfied any eligibility, membership, or other
19 requirement or condition which individuals must meet in order to be provided a
20 similar service or benefit.

21 5. The assignment of times or places for the provision of
22 services on the basis of race, religion, color, sex, national origin, age, or physical
23 or mental handicap of the eligible person to be served.

24 **13.0 CONFLICT OF INTEREST:**

25 CLINIC and CLINIC's employees shall have no interest, and shall

1 not acquire any interest, direct or indirect, which will conflict in any manner or
2 degree with the performance of services required under this Agreement.

3 **14.0 ALTERATION:**

4 The Board of Supervisors and the Riverside County Healthcare
5 Governance Administrator or designee are the only authorized COUNTY
6 representatives who may at any time, by written order, make alterations within
7 the general scope of this contract, in the definition of services to be performed,
8 and the time (i.e. hours of the day, days of the week, etc.) and place of
9 performance thereof. If any such alteration causes an increase or decrease in
10 the cost of, or the time required for the performance of any part of the work under
11 this contract, an equitable adjustment shall be made in the contract price or
12 delivery schedule, or both, and the contract shall be modified in writing
13 accordingly. Any claim by the CLINIC for adjustment under this paragraph shall
14 be assessed within thirty (30) days of when the CLINIC received notice of the
15 alteration in the work. Notwithstanding the foregoing, if the COUNTY
16 Representative decides that the facts provide sufficient justification, he/she may
17 receive and act upon any claim, which is asserted by the CLINIC at any time
18 prior to final payment under this Agreement. However, nothing in this clause
19 shall excuse the CLINIC from proceeding with the contract as changed.

20 **15. ASSIGNMENT:**

21 CLINIC may not delegate the obligations hereunder, either in whole
22 or in part, without prior written consent of the County Representative and the
23 RCHC program provided, however, obligations undertaken by CLINIC pursuant
24 to this Agreement may be carried out by means of subcontracts if approved by
25 the RCHC program and the RCHC program's Governing Committee. No

1 subcontract shall terminate or alter the responsibilities of the CLINIC to the
2 RCHC program pursuant to this Agreement. CLINIC may not assign the rights
3 hereunder, either in whole or in part, without prior written consent of the RCHC
4 program. Any attempted assignment or delegation in derogation of this
5 paragraph shall be void. A change in the business structure of CLINIC, including
6 but not limited to, change in the majority ownership, change in the form of
7 CLINIC'S business organization, management of CLINIC, CLINIC'S ownership of
8 other business dealing with CLINIC under this Agreement, or filing of
9 reorganization or bankruptcy by CLINIC, shall be deemed an assignment for
10 purposes of this paragraph.

11 **16.0 ADMINISTRATION:**

12 The COUNTY Executive Officer or designee shall administer this
13 Agreement on behalf of the COUNTY.

14 **17.0 WAIVER:**

15 Any waiver by the RCHC program of any breach of any one or more of the
16 terms of this Agreement shall not be construed to be a waiver of any subsequent
17 or other breach of the same or of any other term thereof. Failure on the part of
18 the COUNTY to require exact, full and complete compliance with any terms of
19 this Agreement shall not be construed as in any manner changing the terms or
20 stopping the RCHC program from enforcement hereof.

21 **18.0 JURISDICTION, VENUE, ATTORNEY FEES:**

22 This Agreement and interpretation as to the validity, performance
23 and breach shall be construed under the laws of the State of California. Any
24 legal action related to the Agreement shall be filed in the appropriate courts in the
25 County of Riverside, State of California.

1 **19.0 SEVERABILITY:**

2 In the event any provision in this Agreement is held by a court of
3 competent jurisdiction to be invalid, void or unenforceable, the remaining
4 provisions will nevertheless continue in full force without being impaired or
5 invalidated in any way.

6 **20.0 CAPTIONS AND PARAGRAPH HEADINGS:**

7 Captions and paragraph headings used in this Agreement are for
8 convenience only and are not a part of this Agreement and shall not be used in
9 construing this Agreement.

10 **21.0 NOTICES:**

11 All correspondence and notices required or contemplated by this
12 Agreement shall be delivered to the respective parties at the addresses set forth
13 below and are deemed submitted one day after their deposit in the United States
14 mail, postage prepaid:

15
16 **COUNTY**

15
16 **CLINIC:**

17
18 Riverside County Regional Medical Center
19 26520 Cactus Avenue
20 Moreno Valley, CA 92555
21 Attn:

17
18 Clinica de Salud del Pueblo
19 91275 66th Avenue, Suite 500
20 Mecca, CA 92254

21 Or to such other address(es) as the parties may hereafter designate:

22 **22.0 Independent Contractor**

23 22.1 The CLINIC is, for purposes arising out of this contract, an
24 Independent Contractor and shall not be deemed an employee of the County. It
25 is expressly understood and agreed that the CLINIC shall in no event, as a result
of this Agreement, be entitled to any benefits to which COUNTY employees are

1 entitled,including but not limited to, overtime, retirement benefits, Worker's
2 Compensation benefits and injury leave or other leave benefits. CLINIC hereby
3 holds COUNTY harmless from any and all claims that may be made against
4 COUNTY based upon any contention by any third party that an employer-
5 employee relationship exists by reason of this Agreement.

6 22.2 It is further understood and agreed by the parties hereto that
7 CLINIC in the performance of its obligation hereunder is subject to the control or
8 direction of COUNTY merely as to the result to be accomplished by the services
9 hereunder agreed to be rendered and performed and not as to the means and
10 methods for accomplishing the results.

11 **23.0 Subcontract for Work or Services**

12 No contract shall be made by the CLINIC with any party for
13 furnishing any of the work or services contained herein without the prior written
14 approval of the RCHC Program, but this provision shall not require the approval
15 of contracts of employment between the CLINIC and personnel assigned for
16 services hereunder, or for parties named in the proposal and agreed to under
17 any resulting contract.

18 **24.0 Interest of CLINIC**

19 The CLINIC covenants that it presently has no interest, including,
20 but not limited to, other projects or independent contracts, and shall not acquire
21 any such interest, direct or indirect, which would conflict in any manner or degree
22 with the performance of services required to be performed under this Agreement.
23 The CLINIC further covenants that in the performance of this Agreement, no
24 person having such interest shall be employed or retained by it under this
25 Agreement.

1 **25.0 Conduct of CLINIC**

2 1) The CLINIC agrees to inform the COUNTY of all the
3 CLINIC'S interest, if any, which are or which the CLINIC believes to be
4 incompatible with any interest of the COUNTY.

5 2) The CLINIC shall not, under circumstances, which might
6 reasonably be interpreted as an attempt to influence the recipient in the conduct
7 of his duties, accept any gratuity or special favor from individuals or organizations
8 with whom the CLINIC is doing business or proposing to do business, in
9 accomplishing the work under the contract.

10 3) The CLINIC shall not use for personal gain or make other
11 improper use of privileged information, which is acquired in connection with this
12 Agreement. In this connection, the term "privileged information" includes, but
13 is not limited to, unpublished information relating to technological and scientific
14 development; medical, personnel, or security records of the individuals;
15 anticipated materials requirement or pricing actions; and knowledge of selection
16 of CONTRACTORS or SUBCONTRACTORS in advance of official
17 announcement.

18 4) The CLINIC or employees thereof shall not offer gifts,
19 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

20 **26.0 Right to Acquire Equipment and Services**

21 Nothing in this Agreement shall prohibit the RCHC program from
22 acquiring the same type or equivalent services from other sources, when
23 deemed by the RCHC program to be in its best interest.

24 **27.0 Force Majeure**

25 Neither party shall be liable nor deemed to be in default for any

1 delay or failure in performance under this Agreement or other interruption of
2 service or employment deemed resulting, directly or indirectly, from acts of God,
3 acts of war, civil disorders, or other similar acts.

4 **28.0 Entire Agreement**

5 This Agreement constitutes the entire agreement of the parties
6 hereto with respect to its subject matter and supersedes all prior and
7 contemporaneous representations, proposals, discussions and communications,
8 whether oral or in writing. This contract may be modified only in writing and
9 shall be enforceable in accordance with its terms when signed by each of the
10 parties hereto.

11
12 **IN WITNESS WHEREOF**, the undersigned have executed this Agreement as set
13 forth below:

14 COUNTY: CLINIC

15 **Approved:**

16 County of Riverside

17 By: _____
18 John Tavaglione
19 Chair, Board of Supervisors

By: Wonne Bell
Chief Executive Officer

20 Date: _____

21 Date: 01/04/2012

22
23
24 FORM APPROVED COUNTY COUNSEL
BY: B.T. Miller 2/10/12
25 BEAUFORD T. MILLER, JR. DATE

1 **Attachment "A"**
2 **PRIMARY CARE SERVICES**

3 The list below outlines services to be provided by the CLINIC at no additional
4 charge to Member under this Agreement. In the event that CLINIC needs to
5 provide Health Care Services that fall outside this list, CLINIC must receive prior
6 authorization from the RCHC program :

7 **Routine Office Visits**

- 8 • Evaluation, diagnosis and treatment of illness or injury
- 9 • Health Education and Wellness
- 10 • Preventive services
- 11 • Periodic Health Assessments including hearing, vision, lab testing
- 12 • Routine pelvic examinations with PAP smears
- 13 • Initial management of gynecological conditions
- 14 • Any other medical services or procedures normally provided in a primary
15 care setting

16 **Injections**

- 17 • Administration of injections
- 18 • Adult Immunizations

19 **Minor Office Procedures**

- 20 • Incision and drainage
- 21 • Excision of minor lesions including debridement of eschar
- 22 • Wart removal
- 23 • Burns-local treatment
- 24 • Excision of malignant lesions
- 25 • Incision and removal of foreign body
- Avulsion/Excision of toenail
- Removal of foreign body from eye
- Urethral cauterization (foley)
- Spirometry
- Pure tone screening/audiometry (air only)
- Tympanogram
- Electrocardiogram with interpretation and report
- Biopsy of skin
- Simple repair of superficial wounds
- Rhythm strip
- Application & reapplication of dressing
- Removal of sutures

- Irrigation of Ears
- Short arm and Short leg castings

In-Office Laboratory

- Interpretation of laboratory results
- Routine office laboratory services i.e. urine pregnancy test, hematocrit, urine dipstick for sugar, acetone, bilirubin and protein, stool for occult blood, fingerstick for random blood sugar, rapid strep

Miscellaneous

- Dressing and other routine medical supplies
- Venipuncture, specimen collection
- Reference laboratory services

Referral of Patients

- Referrals to appropriate specialists or ancillary services, as medically necessary

Primary Care Services will be provided at the locations listed below:

Clinica de Salud del Pueblo
321 W. Hobson Way
Blythe, CA 92555

Clinica de Salud del Pueblo
91275 66th Avenue, Suite 500
Mecca, CA 92254

Attachment "B"
Compensation

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

The RCHC Program will reimburse CLINIC for the services/procedures performed in the CLINIC's office at the all inclusive published PPS rate.

All services are considered inclusive of technical fees charged by CLINIC.

Attachment "C"
Data Reporting

On a quarterly basis CLINIC agrees to:

CLINIC shall use its best efforts to provide the RCHC program laboratory result data for selected common laboratory tests to include the data elements as listed below. Lab data may be supplied from an Electronic Medical Record, disease registry or other data system, as applicable.

- Laboratory-reported test results for the clinical tests listed below
 - Hemoglobin A1C t
 - Fasting Blood Glucose
 - Lipid Panel or components thereof when ordered separately, including: Cholesterol (total, LDL, HDL), Triglycerides
 - Renal Function Panel or components thereof when ordered separately, including: Urine Microalbumin, Creatinine
- Laboratory – Reported Test Results Data Elements
 - Unique Enrollee ID Number
 - Date of Service
 - Lab Test Name
 - CPT Code
 - Lab Result Value
- CLINIC shall use its best efforts to provide Patient Satisfaction Surveys that are completed for services provided in the CLINIC.

On a semi annual basis CLINIC agrees to:

- CLINIC shall use its best efforts to comply compliance training to its employees and clinical staff annually and provide reports of such training on a bi-annual basis to the RCHC Program Compliance Subcommittee.

1 **Attachment "D"**

2 **OFFICERS AND OWNERS**
3 **DISCLOSURE FORM**

4 **OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS OF CLINIC(S)**

5
6 List, by category, all of the above:

7 <u>Name</u>	8 <u>Title</u>	9 <u>Ownership %</u> 10 <u>(as applicable)</u>	11 <u>Category</u>
---------------	----------------	---	--------------------

12 1. See attached Senior Management and Board of Directors Lists.

13 2. (All Non-Owners)

14 3.

15 4.

16 5.

17 6.

18 7.

19 8.

20 9.

21 10.

22 11.

23 12.

24 *If corporation is publicly traded on a US stock market, indicate "Publicly
25 Traded Corp"

26 Please indicate how your organization is legally organized (circle one):

27 Corporation

28 Partnership

29 Sole Proprietorship

30 Other (please describe): _____

CLINICAS DE SALUD DEL PUEBLO, INC.

Senior Management Members

(All Non-Owners)

1	Yvonne Bell	Chief Executive Officer	Administration Department, Corporate
2	Dr. Afshan N. Baig	Chief Medical Officer	Medical Department, Corporate
3	Gloria Santillan	Chief Financial Officer	Finance Department, Corporate
4	Jean Fisher	Chief Operation Officer	Administration Department, Corporate
5	Lisa Gaxiola-Davis	Chief Information Officer	Information Technology Department, Corporate
6	Irma Martinez	WIC Director	WIC Brawley
7	Roger Irving	Pharmacy Director	Clinicas' Pharmacy, Brawley Health Clinic
8	Dr. Brian Shue	Dental Director	Brawley Dental Clinic
9	Eva Shaw	HR Director	Personnel Department, Corporate
10	Josie Godinez	Facilities Director	Corporate
11	Claudia Galvez	Director of Public Affairs	Public Affairs Office, Coachella

Revised 09-13-11

2010 Clinicas de Salud del Pueblo's Board of Directors Composition and Affiliations

No	Board Member Names & Phone Numbers	Board Represent & Ethnicity	Board Office Held	Area of Expertise	Affiliation	Term #	Term of Office	Members of Subcommittee Listed Below												
								Executive	Finance	Bylaws	Personnel	Nominating	Quality Assurance	Patient Grievance	Planning & Development	Corporate Compliance	Audit			
1	<u>Miguel C. Miranda</u>	Professional Hispanic	President	Social Worker	Calipatria State Prison	1st	2010-2012	*												
2	<u>Nidia Carranza</u>	Consumer Hispanic	Vice President	Administrative Secretary	El Centro School District	1st	2011-2013	*	Chair person	*					*					*
3	<u>Georgina Montano</u>	Consumer Hispanic	Secretary	Administrative Assistant	El Centro School District	2nd	2008-2011	*	*	*	Chair person									
4	<u>Elizabeth Moreno</u>	Professional Hispanic	Treasurer	Account Clerk	County of Imperial	2nd	2010-2012	*	Chair	*	*								*	Chair
5	<u>Alma Estrada</u>	Consumer Hispanic	Director at Large	Restaurant Manager	El Centro Pharmacy/Deli	1st	2008-2011	*	*	*				*					*	*
6	<u>Eugene F Bumbera</u>	Consumer White	Board of Director	Finance / Human Resources	Retired	1st	2008-2010		*	*	*	Chair person		*	Chair person					
7	<u>Victor Nava</u>	Professional Hispanic	Board of Director	Bank Manager	Rabobank	1st	2010-2012	*	*					*	*				*	*
8	<u>Antonio Gutierrez</u>	Consumer Hispanic	Board of Director	Farmworker	Retired	1st	2007-2011							*	*				*	*
9	<u>Isidoro Romero</u>	Consumer Hispanic	Board of Director	Farmworker	Retired	1st	2010-2012							*	*				*	*
10	<u>Guadalupe Sabala</u>	Professional Hispanic	Board of Director	Finance	Retired	1st	2008-2011			*				*	Chair person				*	*
11	<u>Sherri Smotherman</u>	Professional White	Board of Director	News Editor	West Shores News	1st	2008-2011			*				*	*				*	Chair
12	<u>Rebecca Terrazas-Baxter</u>	Professional Hispanic	Board of Director	Community Affairs	Assemblyman Assistant	1st	2011-2013			*				*	*				*	*
13	<u>Sergio I. Cardenas</u>	Consumer Hispanic	Board of Director	Firefighter	Niland Fire Department	1st	2011-2013			*				*	*				*	*
14	<u>Jessie De Los Santos</u>	Consumer Hispanic	Board of Director	Social Services	El Centro School District Counselor	1st	2011-2013			*				*	*				*	*
15	<u>Juan De Lara</u>	Professional Hispanic	Board of Director	Risk Manager	Federated Insurance	1st	2011-2013													

Board Members are not compensated other than being reimbursed for expenses incurred during the performance of their duties. Should you wish to contact a Board Member, please call Elizabeth Tavernier, Clinicas' Board Secretary at (760) 344-9951, ext. 104