

914



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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
March 13, 2012

SUBJECT: Medical clinic agreement with Desert AIDS Project for Riverside County HealthCare (RCHC)

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairperson to sign the Medical Clinic Agreement with Desert AIDS Project to provide health care services to members enrolled with RCHC, effective on 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:	\$ 0	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

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: March 13, 2012
xc: RCRMC, CHA/Public Health

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.:	District: 4/4	Agenda Number: 3.36
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ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 2/27/12 DATE
 BEAUFORD T. MILLER, JR.
 Departmental Concurrence

SUBJECT: Medical clinic agreement with Desert AIDS Project for Riverside County HealthCare (RCHC)

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, responsive, 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 program 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 program.

The Desert AIDS Project clinic located in Palm Springs has 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 an all inclusive rate of seventy (\$70) dollars per visit.

REVIEW/APPROVAL:

County Counsel has approved the agreement as to legal form.

DB:cg

1 **MEDICAL CLINIC AGREEMENT**
2 **BETWEEN**
3 **COUNTY OF RIVERSIDE**
4 **AND**
5 **DESERT AIDS PROJECT**

6 This Agreement is made and entered into by and between the County of
7 Riverside (COUNTY), a political subdivision of the State of California, and Desert
8 AIDS Project, (CLINIC). COUNTY and CLINIC are referred to herein as Parties.

9 WHEREAS, the COUNTY has agreed to provide "medically necessary"
10 Health Care Services in accordance with the Welfare and Institutions Code
11 Section 15909 – 15915 (Chapter 723, Statutes of 2010, Assembly Bill 342), and
12 the Special Terms and Conditions (STCs) of the federal section 1115 (a)
13 California Bridge to Reform as part of the Low Income Health Program (LIHP)
14 Medicaid Coverage Expansion (MCE) program; and

15 WHEREAS, COUNTY desires to arrange for the provision of certain health
16 care services for its members by entering into service agreements with various
17 health care clinics; and

18 WHEREAS, COUNTY desires to arrange for the provision of certain health
19 care services for its members by entering into service agreements with various
20 health care clinics; and

21 WHEREAS, Government Code Section 31000 authorizes the COUNTY to
22 contract for professional services to be provided by persons who are specially
23 trained, experienced and competent to perform the services required; and

24 WHEREAS, CLINIC in accordance with the requirements of the California
25 Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.)
and the regulation promulgated pursuant thereto, is equipped, staffed and

1 prepared to provide medical services; and

2 WHEREAS, COUNTY and CLINIC desire to partner in the operation of a
3 medical services program to provide medical services to eligible persons.

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

7 **1.0 DEFINITIONS:**

8 As used in this Agreement, the following terms shall have the
9 meaning described below

10 1.1 "Agreement" means this Medical Clinic Agreement, including
11 all attachments, addenda and amendments hereto.

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

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

20 1.4 "Hospital" means Riverside County Regional Medical Center.

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

25 1.6 "Member(s)" means those persons who have enrolled in the

1 Riverside County Health Care (RCHC) program and qualify under the guidelines
2 as approved by the Riverside County HealthCare Governance Committee.

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

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

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

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

22 **DUTIES OF CLINIC:**

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

1 2.2 CLINIC shall make its best efforts to provide timely access to
2 Health Care Services, and make its best efforts to provide for reasonable hours
3 of operation in compliance with the RCHC Program's standards for access and
4 availability, as described in the Provider Manual. CLINIC shall render Health
5 Care Services to Members in the same manner as provided to any other CLINIC
6 patient. CLINIC further agrees to make emergency services available twenty-
7 four (24) hours per day, seven (7) days a week.

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

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

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
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1 provided by professional personnel in accordance with all applicable federal and
2 state laws, licensing requirements and professional standards.

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

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

15 2.8 CLINIC shall meet credentialing requirements for its primary
16 care providers and maintain the necessary registrations, accreditation,
17 certification and licenses required by the State of California, federal government
18 and accreditation entities. CLINIC agrees that only medical professionals who
19 are credentialed by the RCHC program shall treat members.
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21 2.9 CLINIC shall notify the RCHC program immediately, upon its
22 knowledge of a complaint by a member. CLINIC agrees to cooperate with the
23 RCHC program in resolving member grievances and agrees to participate in the
24 grievance review procedures of the RCHC program. CLINIC and CLINIC's staff
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1 shall comply with all final determinations of the RCHC programs' grievance
2 procedure, and QM and UM Programs.

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

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

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

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

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

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

2 2.16 CLINIC shall cooperate and comply with all policies and
3 procedures developed by the RCHC program.

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

7 **3.0 DUTIES of the RCHC program**

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

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

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

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

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

2 **4.0 BILLING AND COMPENSATION**

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

13 4.2 The RCHC program shall pay CLINIC for health care
14 services within forty-five (45) working days of receipt of an uncontested claim
15 which is accurate, complete and otherwise in accordance with RCHC program
16 standards,

17 The RCHC program shall notify CLINIC at least forty-five (45) days prior to
18 any material modification to RCHC program claims and dispute filing guidelines,
19 or other reimbursement guidelines. The RCHC program shall not be obligated to
20 pay CLINIC on any claims not submitted within one hundred and eighty (180)
21 days from the date of service.

22 4.3 CLINIC shall accept the payments specified in Attachment B
23 of this Agreement as payment in full for all Health Care Services provided to
24 Members and for all administrative costs incurred for providing such services. In
25 the event the RCHC program fails to make any payments to CLINIC, as provided

1 herein, whether from RCHC program insolvency or otherwise, Members shall not
2 be liable for payment to CLINIC, under any circumstances, for Health Care
3 Services as specified herein.

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

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

1 4.6 In the event Clinic disagrees with any payment, denial,
2 adjustment or contest made by the RCHC program, CLINIC has ninety (90) days
3 to submit a written dispute to the RCHC program. Said dispute shall include all
4 information necessary to verify and substantiate the dispute.

5 4.7 The obligations set forth in this Article 4 shall survive
6 termination of this Agreement regardless of the cause giving rise to such
7 termination and shall be interpreted for the benefit of Members.

8 **5.0 TERM AND TERMINATION:**

9 5.1 TERM. The term of this Agreement shall commence on the
10 (approval) of the COUNTY's agreement with Department of Health Care Services
11 (DHCS), and shall remain in effect through December 31, 2013.

12 5.2 TERMINATION WITHOUT CAUSE. Either party may
13 terminate this Agreement with or without cause by giving ninety (90) days prior
14 written notice to the other party.

15 5.3 TERMINATION FOR CAUSE. This Agreement shall terminate
16 immediately, upon RCHC program's written notice, in the event of the occurrence
17 of any of the following:

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

20 (2) CLINIC's failure to maintain the standards as provided
21 herein.

22 (3) CLINIC's breach of any material term, covenant or
23 condition of the Agreement.
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1 (4) Revocation, suspension, or restriction of CLINIC's
2 licenses, accreditation or certification required for the performance of the duties
3 hereunder.

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

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

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

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

20 5.6 FEDERALLY QUALIFIED HEALTH CENTER. In the event
21 of the CLINIC's designation as a Federally Qualified Health Center (FQHC)
22 and/or FQHC look alike status be designated, COUNTY reserves the right to
23 terminate the CLINIC agreement as noted above or to provide an amendment to
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1 the agreement to reflect payment of CLINIC services/procedures at an all
2 inclusive applicable PPS rate.

3 **6.0 HOLD HARMLESS:**

4 6.1 CLINIC shall indemnify and hold harmless all Agencies,
5 Districts, Special Districts and Departments of the County of Riverside, their
6 respective directors, officers, Board of Supervisors, elected and appointed
7 officials, employees, agents and representatives from any liability whatsoever,
8 based or asserted upon any services of CLINIC, its officers, employees,
9 subcontractors, agents or representatives arising out of or in any way relating to
10 this Agreement, including but not limited to property damage, bodily injury, or
11 death or any other element of any kind or nature whatsoever and resulting from
12 any reason whatsoever arising from the performance of CLINIC, its officers,
13 agents, employees, subcontractors, agents or representatives from this
14 Agreement; CLINIC shall defend, at its sole expense, all costs and fees including
15 but not limited to attorney fees, cost of investigation, defense and settlements or
16 awards of the County of Riverside, its Agencies, Districts, Special Districts and
17 Departments, their respective directors, officers, Board of Supervisors, elected
18 and appointed officials, employees, agents and representatives in any claims or
19 action based upon such alleged acts or omissions.

20 6.2 With respect to any action or claim subject to indemnification
21 herein by CLINIC, CLINIC shall, at their sole cost, have the right to use counsel
22 of their own choice and shall have the right to adjust, settle, or compromise any
23 such action or claim without the prior consent of COUNTY; provided, however,
24 that any such adjustment, settlement or compromise in no manner whatsoever
25 limits or circumscribes CLINIC's indemnification to COUNTY as set forth herein.

1 CLINIC's obligation to defend, indemnify and hold harmless
2 COUNTY shall be subject to COUNTY having given CLINIC written notice within
3 a reasonable period of time of the claim or the commencement of the related
4 action, as the case may be, and information and reasonable assistance, at
5 CLINIC's expense, for the defense or settlement thereof.

6 CLINIC's obligation hereunder shall be satisfied when CLINIC has
7 provided to COUNTY the appropriate form of dismissal relieving COUNTY from
8 any liability for the action or claim involved.

9 6.3 The specified insurance limits required in this Agreement
10 shall in no way limit or circumscribe CLINIC's obligation to indemnify and hold
11 harmless the COUNTY herein from third party claims.

12 6.4 In the event there is conflict between this clause and
13 California Civil Code Section 2782, this clause shall not be interpreted to comply
14 with Civil Code 2782. Such interpretation shall not relieve the CLINIC
15 from indemnifying the COUNTY to the fullest extent allowed by law.

16 6.5 Liability resulting from professional acts of the CLINIC shall
17 be subject to the terms of Section 7.5, below.

18 **7.0 INSURANCE:**

19 7.1 Without limiting or diminishing the CLINIC'S obligation to
20 indemnify or hold the HOSPITAL harmless, CLINIC shall procure and maintain or
21 cause to be maintained, at its sole cost and expense, the following insurance
22 and/or self-insurance coverages during the term of this Agreement.

23 **7.2 WORKERS' COMPENSATION**

24 If the CLINIC has employees as defined by the State of California,
25 the CLINIC shall maintain statutory Workers' Compensation Insurance (Coverage

1 A) and/or self-insurance as prescribed by the laws of the State of California.
2 Policy shall include Employers' Liability (Coverage B) including Occupational
3 Disease with limits not less than **\$1,000,000** per person per accident. The policy
4 shall be endorsed to waive subrogation in favor of The County of Riverside, and,
5 if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

6 7.3 COMMERCIAL GENERAL LIABILITY

7 Commercial General Liability insurance coverage, including but not
8 limited to, premises liability, contractual liability, products and completed
9 operations liability, personal and advertising injury covering claims which may
10 arise from or out of CLINIC'S performance of its obligations hereunder. Policy
11 shall name all Agencies, Districts, Special Districts, and Departments of the
12 County of Riverside, their respective directors, officers, Board of Supervisors,
13 employees, elected or appointed officials, agents or representatives as Additional
14 Insured. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence
15 combined single limit. If such insurance contains a general aggregate limit, it
16 shall apply separately to this agreement or be no less than two (2) times the
17 occurrence limit.

18 7.4 VEHICLE LIABILITY

19 If CLINIC'S vehicles or mobile equipment are used in the
20 performance of the obligations under this Agreement, then CLINIC shall maintain
21 liability insurance for all owned, non-owned or hired vehicles so used in an
22 amount not less than **\$1,000,000** per occurrence combined single limit. If such
23 insurance contains a general aggregate limit, it shall apply separately to this
24 Agreement or be no less than two (2) times the occurrence limit. Policy shall
25 name all Agencies, Districts, Special Districts, and Departments of the County of

1 Riverside, their respective directors, officers, Board of Supervisors, employees,
2 elected or appointed officials, agents or representatives as Additional Insured.

3 7.5 PROFESSIONAL LIABILITY INSURANCE

4 CLINIC shall maintain Professional Liability insurance coverage
5 for the CLINIC's performance of work included within this Agreement, with a limit
6 of liability of not less than **\$1,000,000** per occurrence and **\$3,000,000** annual
7 aggregate. If CLINIC's Professional Liability Insurance is written on a claims
8 made basis rather than an occurrence basis, such insurance shall continue
9 through the term of this Agreement and CLINIC shall purchase at his sole
10 expense either 1) an Extended Reporting Endorsement (also known as Tail
11 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date
12 back to the date of, or prior to, the inception of this Agreement; 3) demonstrate
13 through Certificates of Insurance that CLINIC has maintained continuous
14 coverage with the same or original insurer. Coverage provided under items; 1),
15 2) or 3) will continue for a period of five (5) years beyond the termination of this
16 Agreement.

17 7.6 GENERAL INSURANCE PROVISIONS – ALL LINES

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

24 2) The CLINIC'S insurance carrier(s) must declare its
25 insurance deductibles. If such deductibles or self-insured retentions exceed

1 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
2 written consent of the County Risk Manager before the commencement of
3 operations under this Agreement. Upon notification of deductibles unacceptable
4 to the COUNTY, and at the election of the Country's Risk Manager,
5 CLINIC'S carriers shall either; 1) reduce or eliminate such deductibles as
6 respects this Agreement with the COUNTY, or 2) procure a bond, which
7 guarantees payment of losses and related investigations, claims administration,
8 and defense costs and expenses.

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

1 **Insurance and certified original copies of endorsements or policies of**
2 **insurance including all endorsements and any and all other attachments as**
3 **required in this Section. An individual authorized by the insurance carrier**
4 **to do so on its behalf shall sign the original endorsements for each policy**
5 **and the Certificate of Insurance.**

6 4) It is understood and agreed to by the parties hereto
7 and the insurance company(s), that the Certificate(s) of Insurance and policies
8 shall so covenant and shall be construed as primary insurance, and the
9 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
10 insured programs shall not be construed as contributory.

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

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

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

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1 **8.0 RECORDS AND DOCUMENTS:**

2 8.1 CLINIC shall make available, upon written request by duly
3 authorized Federal, State or COUNTY agency, a copy of this Agreement and
4 such books, documents and records as are necessary to certify the nature and
5 extent of the costs of the services provided by CLINIC. CLINIC shall maintain
6 books and records for at least five (5) years from the termination of this
7 Agreement.

8 8.2 CLINIC agrees to provide the RCHC program with reports
9 and information relative to this Agreement and in accordance with terms set forth
10 herein, as may be requested by the RCHC Program.

11 **9.0 CONFIDENTIALITY:**

12 9.1 CLINIC agrees to protect from unauthorized disclosure
13 names and other identifying information concerning either persons receiving
14 services under this Agreement or persons whose names or other identifying
15 information becomes known to CLINIC as a result of services performed under
16 this Agreement, except statistical information not identifying any such person.

17 9.2 CLINIC shall not disclose, except as otherwise specifically
18 permitted by this Agreement or authorized by the client or client's representative,
19 any such identifying information to anyone other than authorized RCHC Program
20 personnel without prior written authorization from the RCHC program.

21 9.3 For the purpose of this paragraph, "identify" shall include, but
22 not be limited to, name, identifying number, symbol, or other identifying particular
23 assigned to the individual, such as finger or voiceprint or photograph.

24 9.4 CLINIC shall observe all Federal, State and County laws and
25 regulations and certifies compliance with Americans with Disabilities Act of 1990

1 (42 USC, Section 12100 et. seq.) the Drug Free Workplace Act of 1990 (Gov.
2 Code Section 8355), the Health Insurance Portability and Accountability Act of
3 1996 (HIPAA) and Board Policy B-23.

4 **10.0 DISCLOSURE FORM**

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

11 **11.0 LICENSE:**

12 11.1 CLINIC shall, through the Term of this Agreement, maintain
13 all licenses necessary for the provision of the services hereunder and required by
14 the laws and regulations of the United States, the State of California, County of
15 Riverside, and all other governmental agencies. CLINIC shall notify the RCHC
16 program immediately, in writing, of inability to obtain or maintain such license.

17 Said inability shall be cause for termination of this Agreement.

18 11.2 CLINIC shall ensure that CLINIC'S employees, agents, and
19 subcontractors performing services under the terms of this Agreement are in
20 compliance with all relative licensing requirements. CLINIC hereby agrees to
21 notify the RCHC program immediately, in writing, of inability of CLINIC or any of
22 CLINIC's employees, agents and subcontractors to obtain or maintain such
23 license(s). Said inability may be cause for termination of this Agreement.

24 11.3 COPY REQUIRED. A copy of each such license, permit,
25 approval, waiver, exemption, registration, accreditation, and certificate shall be

1 provided to RCHC program Administration, upon request.

2 11.4 Further, CLINIC hereby agrees to abide by the standards of
3 the medical practice of the profession when performing services hereunder.

4 **12.0 NONDISCRIMINATION AND ELIGIBILITY:**

5 12.1 The CLINIC shall not discriminate in the provision of
6 services, allocation of benefits, accommodation in facilities, or employment of
7 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,
8 religion, national origin, sexual preference, sex, age (over 40), marital status,
9 medical attention, or physical or mental handicap, and shall comply with all other
10 requirements of law regarding non discrimination and affirmative action including
11 those laws pertaining to the prohibition of discrimination against qualified
12 handicapped persons in all programs or activities.

13 12.2 For the purpose of this Agreement, distinctions on the
14 grounds of race, religion, color, sex, national origin, age, or physical or mental
15 handicaps include but are not limited to the following:

16 1. Denying an eligible person or providing to an eligible
17 person any services or benefit which is different, or is provided in a different
18 manner or at a different time from that provided to other eligible persons under
19 this Agreement.

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

23 3. Restricting an eligible person differently in any way in
24 the enjoyment of any advantage or privilege enjoyed by others receiving similar
25 service or benefit.

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

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

8 **13.0 CONFLICT OF INTEREST:**

9 CLINIC and CLINIC's employees shall have no interest, and shall
10 not acquire any interest, direct or indirect, which will conflict in any manner or
11 degree with the performance of services required under this Agreement.

12 **14.0 ALTERATION:**

13 The Board of Supervisors and the Riverside County Healthcare
14 Governance Administrator or designee are the only authorized COUNTY
15 representatives who may at any time, by written order, make alterations within
16 the general scope of this contract, in the definition of services to be performed,
17 and the time (i.e. hours of the day, days of the week, etc.) and place of
18 performance thereof. If any such alteration causes an increase or decrease in
19 the cost of, or the time required for the performance of any part of the work under
20 this contract, an equitable adjustment shall be made in the contract price or
21 delivery schedule, or both, and the contract shall be modified in writing
22 accordingly. Any claim by the CLINIC for adjustment under this paragraph shall
23 be assessed within thirty (30) days of when the CLINIC received notice of the
24 alteration in the work. Notwithstanding the foregoing, if the COUNTY
25 Representative decides that the facts provide sufficient justification, he/she may

1 receive and act upon any claim, which is asserted by the CLINIC at any time
2 prior to final payment under this Agreement. However, nothing in this clause
3 shall excuse the CLINIC from proceeding with the contract as changed.

4 **15. ASSIGNMENT:**

5 CLINIC may not delegate the obligations hereunder, either in whole
6 or in part, without prior written consent of the County Representative and the
7 RCHC program provided, however, obligations undertaken by CLINIC pursuant
8 to this Agreement may be carried out by means of subcontracts if approved by
9 the RCHC program and the RCHC program's Governing Committee. No
10 subcontract shall terminate or alter the responsibilities of the CLINIC to the
11 RCHC program pursuant to this Agreement. CLINIC may not assign the rights
12 hereunder, either in whole or in part, without prior written consent of the RCHC
13 program. Any attempted assignment or delegation in derogation of this
14 paragraph shall be void. A change in the business structure of CLINIC, including
15 but not limited to, change in the majority ownership, change in the form of
16 CLINIC'S business organization, management of CLINIC, CLINIC'S ownership of
17 other business dealing with CLINIC under this Agreement, or filing of
18 reorganization or bankruptcy by CLINIC, shall be deemed an assignment for
19 purposes of this paragraph.

20 **16.0 ADMINISTRATION:**

21 The COUNTY Executive Officer or designee shall administer this
22 Agreement on behalf of the COUNTY.

23 **17.0 WAIVER:**

24 Any waiver by the RCHC program of any breach of any one or more
25 of the terms of this Agreement shall not be construed to be a waiver of any

1 subsequent or other breach of the same or of any other term thereof. Failure on
2 the part of the COUNTY to require exact, full and complete compliance with any
3 terms of this Agreement shall not be construed as in any manner changing the
4 terms or stopping the RCHC program from enforcement hereof.

5 **18.0 JURISDICTION, VENUE, ATTORNEY FEES:**

6 This Agreement and interpretation as to the validity, performance
7 and breach shall be construed under the laws of the State of California. Any
8 legal action related to the Agreement shall be filed in the appropriate courts in the
9 County of Riverside, State of California.

10 **19.0 SEVERABILITY:**

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

15 **20.0 CAPTIONS AND PARAGRAPH HEADINGS:**

16 Captions and paragraph headings used in this Agreement are for
17 convenience only and are not a part of this Agreement and shall not be used in
18 construing this Agreement.

19 **21.0 NOTICES:**

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

24
25 // //

1 **COUNTY**

CLINIC:

2 Riverside County Regional Medical Center
26520 Cactus Avenue
3 Moreno Valley, CA 92555

Desert AIDS Project
Post Office Box 2890
Palm Springs, CA 92263

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

5 **22.0 Independent Contractor**

6 22.1 The CLINIC is, for purposes arising out of this contract, an
7 Independent Contractor and shall not be deemed an employee of the
8 County. It is expressly understood and agreed that the CLINIC shall in
9 no event, as a result of this Agreement, be entitled to any benefits to which
10 COUNTY employees are entitled, including but not limited to, overtime,
11 retirement benefits, Worker's Compensation benefits and injury leave or other
12 leave benefits. CLINIC hereby holds COUNTY harmless from any and all claims
13 that may be made against COUNTY based upon any contention by any third
14 party that an employer-employee relationship exists by reason of this Agreement.

15 22.2 It is further understood and agreed by the parties hereto that
16 CLINIC in the performance of its obligation hereunder is subject to the control or
17 direction of COUNTY merely as to the result to be accomplished by the services
18 hereunder agreed to be rendered and performed and not as to the means and
19 methods for accomplishing the results.

20 **23.0 Subcontract for Work or Services**

21 No contract shall be made by the CLINIC with any party for
22 furnishing any of the work or services contained herein without the prior written
23 approval of the RCHC Program, but this provision shall not require the approval
24 of contracts of employment between the CLINIC and personnel assigned for
25 services hereunder, or for parties named in the proposal and agreed to under

1 any resulting contract.

2 **24.0 Interest of CLINIC**

3 The CLINIC covenants that it presently has no interest, including,
4 but not limited to, other projects or independent contracts, and shall not acquire
5 any such interest, direct or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under this Agreement.
7 The CLINIC further covenants that in the performance of this Agreement, no
8 person having such interest shall be employed or retained by it under this
9 Agreement.

10 **25.0 Conduct of CLINIC**

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

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

19 3) The CLINIC shall not use for personal gain or make other
20 improper use of privileged information, which is acquired in connection with this
21 Agreement. In this connection, the term "privileged information" includes, but
22 is not limited to, unpublished information relating to technological and scientific
23 development; medical, personnel, or security records of the individuals;
24 anticipated materials requirement or pricing actions; and knowledge of selection
25 of CONTRACTORS or SUBCONTRACTORS in advance of official
announcement.

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

3 **26.0 Right to Acquire Equipment and Services**

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

7 **27.0 Force Majeure**

8 Neither party shall be liable nor deemed to be in default for any
9 delay or failure in performance under this Agreement or other interruption of
10 service or employment deemed resulting, directly or indirectly, from acts of God,
11 acts of war, civil disorders, or other similar acts.

12 **28.0 Entire Agreement**

13 This Agreement constitutes the entire agreement of the parties
14 hereto with respect to its subject matter and supersedes all prior and
15 contemporaneous representations, proposals, discussions and communications,
16 whether oral or in writing. This contract may be modified only in writing and
17 shall be enforceable in accordance with its terms when signed by each of the
18 parties hereto.

19 **IN WITNESS WHEREOF**, the undersigned have executed this Agreement as set
20 forth below: ATTEST:

21 COUNTY KECIA HARPER-IHEM, Clerk CLINIC
By: [Signature]
22 **Approved:** DEPUTY

23 County of Riverside

24 By: [Signature]
25 John Favaglione
Chair, Board of Supervisors

By: [Signature]
Chief Executive Officer

Date: MAR 13 2012

Date: 2-17-2012

-26-
FORM APPROVED COUNTY COUNSEL
By: [Signature] 2/27/12
BEAUFORD T. MILLER, JR DATE

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

4 The list below outlines services to be provided by the CLINIC at no additional
5 charge to Member under this Agreement and for services not covered by the
6 Program. In the event that CLINIC needs to provide Health Care Services that
7 fall outside this list, CLINIC must receive prior authorization from the RCHC
8 program:

8 **Routine Office Visits**

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

14 **Injections**

- 15
- Administration of injections
 - Adult Immunizations

16 **Minor Office Procedures**

- 17
- Incision and drainage
 - Excision of minor lesions including debridement of eschar
 - 18 • Wart removal
 - Burns-local treatment
 - 19 • Excision of malignant lesions
 - Incision and removal of foreign body
 - 20 • Avulsion/Excision of toenail
 - 21 • Removal of foreign body from eye
 - Urethral cauterization (foley)
 - 22 • Spirometry
 - Pure tone screening/audiometry (air only)
 - 23 • Tympanogram
 - Electrocardiogram with interpretation and report
 - 24 • Biopsy of skin
 - 25 • Simple repair of superficial wounds

- 1 • Rhythm strip
- 2 • Application & reapplication of dressing
- 3 • Removal of sutures
- 4 • Irrigation of Ears
- 5 • Short arm and Short leg castings

6 In-Office Laboratory

- 7 • Interpretation of laboratory results
- 8 • 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

9 Miscellaneous

- 10 • Dressing and other routine medical supplies
- 11 • Venipuncture, specimen collection
- 12 • Reference laboratory services

13 Referral of Patients

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

15 Examples of non-covered services

- 16 • Attendant Care
- 17 • Homemaker services
- 18 • Food & Nutrition Products
- 19 • Routine Dental Care
- 20 • Social Services
- 21 • Wellness Programs
- 22 • Mental Health and Substance Abuse Counseling

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Attachment "B"
Compensation

The RCHC Program will reimburse CLINIC the following all inclusive rate for services/procedures performed in the CLINIC's and provided to Members during the course of the visit, pursuant to this Agreement.

- Seventy dollars (\$70.00) per visit

All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC.

1 **Attachment "C"**
2 **Data Reporting**

3 **On a quarterly basis CLINIC agrees to:**

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

- 8
- Laboratory-reported test results for the clinical tests listed below
 - 9
 - Hemoglobin A1C t
 - 10 • Fasting Blood Glucose
 - 11 • Lipid Panel or components thereof when ordered separately, including:
Cholesterol (total, LDL, HDL), Triglycerides
 - 12 • Renal Function Panel or components thereof when ordered separately,
including: Urine Microalbumin, Creatinine
 - 13
 - Laboratory – Reported Test Results Data Elements
 - 14
 - Unique Enrollee ID Number
 - 15 • Date of Service
 - 16 • Lab Test Name
 - 17 • CPT Code
 - Lab Result Value
 - 18
 - CLINIC shall use its best efforts to provide Patient Satisfaction Surveys
19 that are completed for services provided in the CLINIC.
 - 20

21 **On a semi annual basis CLINIC agrees to:**

- 22
- CLINIC shall use its best efforts to comply compliance training to its
23 employees and clinical staff annually and provide reports of such training
24 on a bi-annual basis to the RCHC Program Compliance Subcommittee.
 - 25

1 Attachment "D"

2 OFFICERS AND OWNERS
3 DISCLOSURE FORM

4 OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS OF CLINIC

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

7	<u>Name</u>	<u>Title</u>	<u>Ownership %</u> (as applicable)	<u>Category</u>
8	1. Curtis Ringness Jr	Board Chair	0%	officer
9	2. Steve Lachs	Vice chair	0%	officer
10	3. Fred Drewette	Treasurer	0%	officer
11	4. Tammy Fox	Secretary	0%	officer
12	5. David Brinkman	CEO	0%	officer
13	6. Mary Park	CFO	0%	officer
14	7.			
15	8.			
16	9.			
17	10.			
18	11.			
19	12.			

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

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

22 Corporation

23 Partnership

Sole Proprietorship

24 Other (please describe): 501(c)(3) non-profit

25