

309

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



**FROM:** Riverside County Regional Medical Center

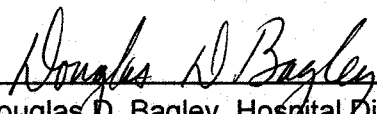
**SUBMITTAL DATE:**  
January 2, 2013

**SUBJECT:** Amendment to the Inland Empire Health Plan Hospital Per Diem Agreement

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Ratify the amendment to the Inland Empire Health Plan Hospital Per Diem Agreement effective January 1, 2013; and
- 2) Authorize the Chairperson to sign four (4) copies of the amendment; and
- 3) Direct the Clerk of the Board to return all four (4) copies of the signed originals to Riverside County Regional Medical Center Administration. Upon final execution by the Inland Empire Health Plan Governing Board, a fully executed agreement will be returned to the Clerk of the Board.

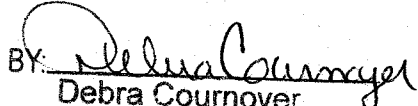
(continued on Page 2)

  
 \_\_\_\_\_  
 Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	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:	12/13

<b>SOURCE OF FUNDS:</b>	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


**County Executive Office Signature**

Consent     Policy  
 Consent     Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** January 29, 2013  
**xc:** RCRMC

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

**Dept's Recomm.:**  
**Per Exec. Ofc.:**

**Prev. Agn. Ref.:** 11/25/08 3.35; 9/1/09, 3.93;  
 11/24/09 3.92; 8/16/11 3.72, 4/24/12 3.17, 7/17/12 3.37  
 11/6/12 3.57

**District:** 5

**Agenda Number:**

**3-36**

**BOARD OF SUPERVISORS**

Page 2

**SUBJECT:**

Amendment to the Inland Empire Health Plan Hospital Per Diem Agreement

**BACKGROUND:**

On June 19, 2007, agenda no. 3.24 the Board of Supervisors approved the Hospital Per Diem Agreement with Inland Empire Health Plan (IEHP) for a term of five (5) years. This agreement provides payment for health care services provided at the hospital based on the level of acuity or type of service provided to Managed Care Medi-Cal, Healthy Families, Healthy Kids, enrollees. The term of the current Per Diem Agreement ended effective March 1, 2012. This ninth (9<sup>th</sup>) amendment continues the current hospital per diem agreement through March 31, 2013 as negotiations continue for a new hospital per diem agreement with IEHP.

**REVIEW/APPROVAL:**

County Counsel has approved the agreement as to legal form.

DB:cg

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

NINTH AMENDMENT  
TO THE HOSPITAL PER DIEM AGREEMENT  
BETWEEN  
INLAND EMPIRE HEALTH PLAN AND IEHP HEALTH ACCESS  
AND  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

WHEREAS, the Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access"), through its management agreement with Inland Empire Health Plan (Inland Empire Health Plan and "Health Access" are known collectively as "IEHP Health Plan"), and Riverside County Regional Medical Center ("HOSPITAL") agree to further amend the Hospital Per Diem Agreement, as amended, between them dated, April 1, 2007;

NOW THEREFORE, the parties agree as follows:

- A. The language on Section 9.01, TERM, is hereby amended to add the following at the end of the existing section, as amended:

9.01 TERM – "The term of this Agreement shall commence on January 1, 2013, and shall continue for three (3) months terminating on March 31, 2013, thereafter, unless sooner terminated in accordance with the terms and conditions of this Agreement herein."

- B. Notwithstanding the date of execution, unless otherwise referenced, this Ninth Amendment shall be effective January 1, 2013.
- C. All other terms and conditions of said Hospital Per Diem Agreement, as amended, are to remain in full force and effect.
- D. HOSPITAL certifies that the individual signing herein has authority to execute this Amendment on behalf of HOSPITAL, and may legally bind HOSPITAL to the terms and conditions of this Amendment, and any attachments hereto.

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IN WITNESS WHEREOF, the parties hereto have signed this Amendment as set forth below.

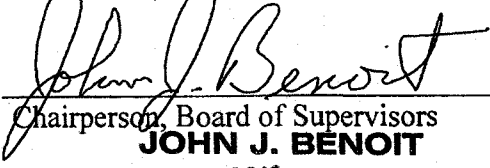
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

By: 

Name: Douglas D. Bagley

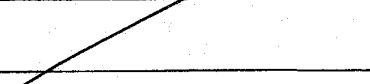
Title: Hospital Director / CEO

Date: 1/7/13

By:   
Chairperson, Board of Supervisors  
**JOHN J. BENOIT**

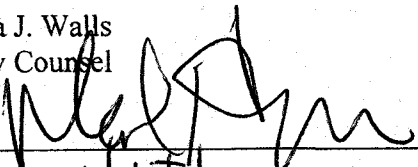
Date: JAN 29 2013

Attest: 

Date: 

Approved as to Form:

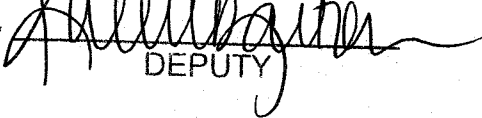
Pamela J. Walls  
County Counsel

By: 

Date: 1/11/13

ATTEST: [Document continued on next page]

KECIA HARRER-HEM, Clerk

By:   
DEPUTY

**IEHP HEALTH ACCESS**

By: \_\_\_\_\_  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

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

By: \_\_\_\_\_  
Chairperson  
IEHP Health Access  
Governing Board

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

Attest: \_\_\_\_\_  
Secretary  
Inland Empire Health Plan for  
IEHP Health Access

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

Approved as to Form:

By: \_\_\_\_\_  
Jinny R. Yang  
Staff Counsel for IEHP Health Access

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

**INLAND EMPIRE HEALTH PLAN**

By: \_\_\_\_\_  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

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

By: \_\_\_\_\_  
Chairperson  
Inland Empire Health Plan  
Governing Board

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

Attest: \_\_\_\_\_  
Secretary  
Inland Empire Health Plan

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

Approved as to Form:

By: \_\_\_\_\_  
Jinny R. Yang  
Staff Counsel for Inland Empire Health Plan

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

EIGHTH AMENDMENT  
TO THE HOSPITAL PER DIEM AGREEMENT  
BETWEEN  
INLAND EMPIRE HEALTH PLAN AND IEHP HEALTH ACCESS  
AND  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

Rack -  
Up.

WHEREAS, the Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access"), through its management agreement with Inland Empire Health Plan (Inland Empire Health Plan and "Health Access" are known collectively as "IEHP Health Plan"), and Riverside County Regional Medical Center ("HOSPITAL") agree to further amend the Hospital Per Diem Agreement, as amended, between them dated, April 1, 2007;

NOW THEREFORE, the parties agree as follows:

- A. The language on Section 9.01, TERM, is hereby amended to add the following at the end of the existing section, as amended:

9.01 TERM - "The term of this Agreement shall commence on August 1, 2012, and shall continue for five (5) months terminating on December 31, 2012, thereafter, unless sooner terminated in accordance with the terms and conditions of this Agreement herein."

- B. Notwithstanding the date of execution, unless otherwise referenced, this Eighth Amendment shall be effective August 1, 2012.
- C. All other terms and conditions of said Hospital Per Diem Agreement, as amended, are to remain in full force and effect.
- D. HOSPITAL certifies that the individual signing herein has authority to execute this Amendment on behalf of HOSPITAL, and may legally bind HOSPITAL to the terms and conditions of this Amendment, and any attachments hereto.

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IN WITNESS WHEREOF, the parties hereto have signed this Amendment as set forth below.

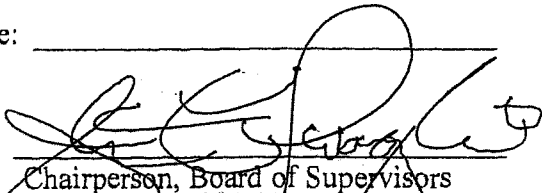
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

By: 

Name: Douglas D. Bagley

Title: Hospital Director/CEO

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

By: 

Chairperson, Board of Supervisors  
**JOHN TAVAGLIONE**

Date: NOV 06 2012

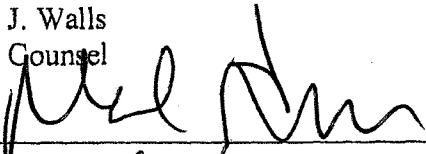
ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

Approved as to Form:

Pamela J. Walls  
County Counsel

By: 

Date: 10/18/12

[Document continued on next page]

**IEHP HEALTH ACCESS**

By: Bradley P. Gilbert  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

Date: 12/4/12

By: Bob Foster  
Chairperson  
IEHP Health Access  
Governing Board

Date: 12-10-12

Attest: Julie Haysone  
Secretary  
Inland Empire Health Plan for  
IEHP Health Access

Date: 12-10-12

Approved as to Form:

By: Jinny R. Yang  
Jinny R. Yang  
Staff Counsel for IEHP Health Access

Date: 12/10/12

**INLAND EMPIRE HEALTH PLAN**

By: Bradley P. Gilbert  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

Date: 12/4/12

By: Bob Foster  
Chairperson  
Inland Empire Health Plan  
Governing Board

Date: 12-10-12

Attest: Julie Haysone  
Secretary  
Inland Empire Health Plan

Date: 12-10-12

Approved as to Form:

By: Jinny R. Yang  
Jinny R. Yang  
Staff Counsel for Inland Empire Health Plan

Date: 12/10/12



SEVENTH AMENDMENT  
TO THE HOSPITAL PER DIEM AGREEMENT  
BETWEEN  
INLAND EMPIRE HEALTH PLAN  
AND  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

WHEREAS, the Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access"), through its management agreement with Inland Empire Health Plan (Inland Empire Health Plan and "Health Access" are known collectively as "IEHP Health Plan"), and Riverside County Regional Medical Center ("HOSPITAL") agree to further amend the Hospital Per Diem Agreement, as amended, between them dated, April 1, 2007;

NOW THEREFORE, the parties agree as follows:

- A. The language on Section 9.01 TERM is hereby amended to add the following at the end of the existing section, as amended:

"9.01 TERM - "The term of this Agreement shall commence on June 1, 2012, and shall continue for two (2) months terminating on July 31, 2012, thereafter, unless sooner terminated in accordance with the terms and conditions of this Agreement herein."

- B. Notwithstanding the date of execution, unless otherwise referenced, this Seventh Amendment shall be effective June 1, 2012.
- C. All other terms and conditions of said Hospital Per Diem Agreement, as amended, are to remain in full force and effect.
- D. HOSPITAL certifies that the individual signing herein has authority to execute this Amendment on behalf of HOSPITAL, and may legally bind HOSPITAL to the terms and conditions of this Amendment, and any attachments hereto.

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IN WITNESS WHEREOF, the parties hereto have signed this Amendment as set forth below.

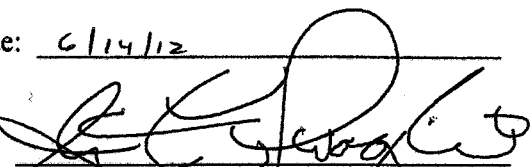
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

By: 

Name: Douglas P. Bagley

Title: Hospital Director-CEO

Date: 6/14/12

By: 

Chairperson, Board of Supervisors  
**JOHN TAVAGLIONE**

Date: JUL 17 2012

ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

Approved as to Form:

Pamela J. Walls  
County Counsel

By:   
FORM APPROVED COUNTY COUNSEL

Date: BY: NEAL R. KIPNIS DATE

[Document continued on next page]

**IEHP HEALTH ACCESS**

By: *Bradley P. Gilbert*  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

Date: 8/7/12

By: *Bob Foster*  
Chairperson  
IEHP Health Access  
Governing Board

Date: 8-13-12

Attest: *Dulcie Hargrove*  
Secretary  
Inland Empire Health Plan for  
IEHP Health Access

Date: 8-13-12

Approved as to Form:

By: *Jinny R. Yang*  
Jinny R. Yang  
Staff Counsel for IEHP Health Access

Date: 8/13/12

**INLAND EMPIRE HEALTH PLAN**

By: *Bradley P. Gilbert*  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

Date: 8/7/12

By: *Bob Foster*  
Chairperson  
Inland Empire Health Plan  
Governing Board

Date: 8-13-12

Attest: *Dulcie Hargrove*  
Secretary  
Inland Empire Health Plan

Date: 8-13-12

Approved as to Form:

By: *Jinny R. Yang*  
Jinny R. Yang  
Staff Counsel for Inland Empire Health Plan

Date: 8/13/12

FIFTH AMENDMENT

**RECEIVED**

TO THE HOSPITAL PER DIEM AGREEMENT

MAY 07 2012

BETWEEN

CONTRACT COORDINATOR

INLAND EMPIRE HEALTH PLAN

AND

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

WHEREAS, the Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access"), through its management agreement with Inland Empire Health Plan (Inland Empire Health Plan and "Health Access" are known collectively as "IEHP Health Plan"), and Riverside County Regional Medical Center ("HOSPITAL") agree to further amend the Hospital Per Diem Agreement, as amended, between them dated, April 1, 2007;

NOW THEREFORE, the parties agree as follows:

- A. The language on Section 9.01 TERM is hereby deleted in its entirety and replaced by the following language:

"9.01 TERM – "The term of this Agreement shall commence on April 1, 2007, and shall terminate on May 31, 2012, unless sooner terminated in accordance with the terms and conditions of this Agreement herein.

- B. Notwithstanding the date of execution, unless otherwise referenced, this Fifth Amendment shall be effective April 1, 2012.
- C. All other terms and conditions of said Hospital Per Diem Agreement, as amended, are to remain in full force and effect.
- D. HOSPITAL certifies that the individual signing herein has authority to execute this Amendment on behalf of HOSPITAL, and may legally bind HOSPITAL to the terms and conditions of this Amendment, and any attachments hereto.

(THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as set forth below.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

By:           N Bagley          

Date:           3/27/12          

By:           [Signature]            
Chairperson, Board of Supervisors

Date:           JOHN TAVAGLIONE          

Attest:           Morrison Anna, Spitz            
Clerk of the Board

Date:           4/24/12          

**RECEIVED**

MAY 07 2012

CONTRACT COORDINATOR

FORM APPROVED COUNTY COUNSEL  
BY:           [Signature]            
NEAL R. KIRNIS DATE

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**RECEIVED**

MAY 07 2012

**IEHP HEALTH ACCESS**

**INLAND EMPIRE HEALTH PLAN  
CONTRACT COORDINATOR**

By: *Bradley P. Gilbert*  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

By: *Bradley P. Gilbert*  
Bradley P. Gilbert, M.D.  
Chief Executive Officer

Date: 5/8/12

Date: 5/8/12

By: *Bob Foster*  
Chairperson  
IEHP Health Access  
Governing Board

By: *Bob Foster*  
Chairperson  
Inland Empire Health Plan  
Governing Board

Date: 5-14-12

Date: 5-14-12

Attest: *Dulcie Haynes*  
Secretary  
Inland Empire Health Plan for  
IEHP Health Access

Attest: *Dulcie Haynes*  
Secretary  
Inland Empire Health Plan

Date: 5-18-12

Date: 5-18-12

Approved as to Form:  
PAMELA J. WALLS, County Counsel

Approved as to Form:  
PAMELA J. WALLS, County Counsel

By: *Pamela J. Walls*  
Deputy County Counsel  
Attorneys for IEHP Health Access

By: *Pamela J. Walls*  
Deputy County Counsel  
Attorneys for Inland Empire Health Plan

Date: 5/14/12

Date: 5/14/12

RECEIVED - ISMP  
2007 APR 26  
MAY 1

**HOSPITAL PER DIEM AGREEMENT**  
**BETWEEN**  
**INLAND EMPIRE HEALTH PLAN**  
**AND**  
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

**CONFIDENTIAL**

11 IN 1 9 2007 3.24

**INLAND EMPIRE HEALTH PLAN  
HOSPITAL PER DIEM AGREEMENT**

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**INLAND EMPIRE HEALTH PLAN  
HOSPITAL PER DIEM AGREEMENT**

**THIS HOSPITAL PER DIEM AGREEMENT** (the "Agreement") is made and entered into this first day of April, 2007, by and between (i) **INLAND EMPIRE HEALTH PLAN** ("IEHP"); (ii) **IEHP HEALTH ACCESS** ("Health Access"), known collectively as the ("IEHP Health Plan"), each of which is a Joint Powers Agency, and (iii) Riverside County Regional Medical Center ("HOSPITAL"), with reference to the following facts:

**RECITALS**

**WHEREAS**, IEHP and Health Access are each public entities that are organized and licensed as health care service plans under the laws of the State of California; and

**WHEREAS**, IEHP and Health Access operates a Health Plan that arranges for quality preventive and medical services to be provided to persons who are enrolled as Members in the IEHP Plan in a manner consistent with the laws of the United States and the State of California; and

**WHEREAS**, the IEHP Health Plan is structured such that Members in Medi-cal programs are assigned to IEHP and non Medi-Cal Members are assigned to Health Access; and

**WHEREAS**, IEHP Health Plan desires to provide a direct health delivery system that utilizes methods to promote efficient and economical delivery of health care, and develops and implements health education and health maintenance for its Members; and

**WHEREAS**, IEHP Health Plan and HOSPITAL mutually desire to preserve and provide quality cost-effective health care, compliant with the terms and conditions specified herein and to the extent permitted by law, to serve the needs of IEHP Members.

**NOW, THEREFORE**, in consideration of their mutual agreements and promises, the parties hereto agree as follows:

**1. DEFINITIONS**

The following terms whenever used in this Agreement shall have the definitions contained in this Section 1:

1.01 AGREEMENT – shall mean this IEHP HEALTH PLAN Hospital Per Diem Agreement, dated as stated above, and all attachments, addendums and amendments hereto.

1.02 COMMERCIAL PROGRAMS – shall mean an IEHP HEALTH PLAN product line in which the individuals eligible IEHP PLAN are enrolled through A Subscriber Agreement.

1.03 CO-PAYMENT – shall mean a nominal fee, approved by the applicable state and federal regulators that govern the IEHP Health Plan, that is charged to Members at the time of service for designated Health Care Services. There are no Co-payments for Members enrolled through the Medi-Cal Program.

1.04 EMERGENCY MEDICAL CONDITION – shall mean a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: placing the health of the individual or unborn child in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.05 EMERGENCY SERVICES – shall mean those health services needed to evaluate or stabilize an Emergency Medical Condition.

1.06 HEALTH CARE SERVICES – shall mean all Medically Necessary services to which Members are entitled under the IEHP Plan, including medical, hospital, preventive, ancillary, emergency and health education services, which benefits are set forth in Attachment A, attached hereto and incorporated by reference as part of this Agreement.

1.07 HEALTHY FAMILIES PROGRAM (HFP) – is the federal and state funded program authorized pursuant to Title XXI of Social Security Act, Public Law 105-33, Section 12693 et. seq., Part 6.2, Division 2, California Insurance Code and Section 2699.6500 et. seq., Title 10, Chapter 5.8, California Cod of Regulations, to make available subsidized health coverage through participating health plans for children under 19 years of age with family incomes above the level eligible for no cost Medi-Cal.

1.08 HEALTHY KIDS PROGRAM – shall mean the program, jointly subsidized by the Prop 10 Commission, IEHP HEALTH PLAN, and other interest groups that provides insurance coverage for children of families living in Riverside or San Bernardino County earning less than a designated Federal Poverty Level and are not eligible for any insurance.

1.09 HOSPITAL DAY – shall mean any period up to twenty-four (24) hours commencing at 12:00 a.m., during which a Member receives inpatient Hospital Services.

1.10 HOSPITAL SERVICES – shall mean those hospital inpatient and outpatient services covered under the IEHP Plan, including medical services, supplies, and discharge medications that HOSPITAL shall make available to Member. Such services are set forth in Attachment B, attached hereto and incorporated by reference as part of this Agreement.

1.11 IEHP PLAN – shall mean any program operated by IEHP HEALTH PLAN covering the provision of Health Care Services to Members.

1.12 MEDI-CAL PROGRAM – shall mean the California name for Medicaid, the federal and state program of medical assistance for needy and low-income people.

1.13 MEDICALLY NECESSARY – shall mean all services that are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.14 MEMBER – shall mean any eligible beneficiary who is enrolled in IEHP HEALTH PLAN.

1.15 MRMIB – is the California Managed Risk Medical Insurance Board, the administrative agency of the California Government responsible for administering the Healthy Families Program.

1.16 PER DIEM RATE – shall mean the amount of compensation paid to HOSPITAL by IEHP HEALTH PLAN for each authorized Hospital Day, as set forth in Attachment C, attached hereto and incorporated by reference as part of this Agreement.

1.17 SURCHARGE – shall mean an additional fee, excluding any applicable Co-payment, that is charged to a Member for Health Care Services. Surcharges are not permitted under the IEHP Health Plan.

## 2. RELATIONSHIP OF PARTIES

2.01 IEHP HEALTH PLAN PARTICIPATION – IEHP HEALTH PLAN, formed by the actions of the Riverside County and San Bernardino County Boards of Supervisors, pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California, through a Joint Powers Agreement (JPA) establishing IEHP HEALTH PLAN as a public entity, separate and apart from the two Counties, empowered for the express purposes of providing managed care systems or other health care systems to serve eligible residents of the Counties, and obtaining funding and other resources from Federal, State and local governments to support said system, may be dissolved upon action of the Riverside and San Bernardino County Boards of Supervisors, in accordance with the provisions of the JPA. The JPA conveys the powers and duties of IEHP HEALTH PLAN to make and execute all contracts, agreements and documents necessary to accomplish the purposes of the Agreement. Neither Riverside County nor San Bernardino County assumes any responsibility for any of the obligations under this Agreement.

2.02 HOSPITAL PARTICIPATION – The execution of this Agreement shall qualify HOSPITAL to participate in the rendition of Hospital Services to Members pursuant to the terms of the IEHP Health Plan, as amended from time to time.

2.03 INDEPENDENT CONTRACTOR – The relationship between IEHP HEALTH PLAN and HOSPITAL is an independent contractor relationship. Neither HOSPITAL nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s) and/or agent(s) of IEHP HEALTH PLAN, and neither IEHP HEALTH PLAN nor any employee(s) and/or agent(s) of IEHP HEALTH PLAN are or shall be considered to be an employee(s) and/or agent(s) of HOSPITAL. HOSPITAL is solely responsible for all Hospital Services provided to Members by HOSPITAL, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

2.04 LIABILITY FOR OBLIGATIONS – Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party unless liability is found against either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment-related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

2.05 CONFLICT OF INTEREST – The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

### 3. DUTIES OF HOSPITAL

3.01 SERVICES TO BE RENDERED – HOSPITAL shall provide to Members those Hospital Services which are Medically Necessary when such services are authorized by IEHP HEALTH PLAN, or designee, and in accordance with this Agreement. HOSPITAL is responsible for coordinating the provision of Hospital Services with the Member's assigned Primary Care Physician, IPA, or IEHP HEALTH PLAN.

3.02 ACCESSIBILITY OF SERVICES – HOSPITAL agrees to arrange for or provide inpatient and emergency Hospital Services twenty-four (24) hours a day, seven (7) days a week. HOSPITAL agrees to provide timely access to the other services listed herein and provide or arrange for reasonable hours of operations in compliance with IEHP HEALTH PLAN established standards for access and availability. HOSPITAL shall ensure that appropriate licensed triage personnel is available on a twenty-four (24) hour, seven (7) days a week basis for Member access and to coordinate continuity of care for emergent and urgent care.

3.03 PRIOR AUTHORIZATION – HOSPITAL shall obtain advance authorization from IEHP HEALTH PLAN, or designee, prior to any non-emergent hospital admission of a Member or other specified Hospital Service. In the case of an emergency, HOSPITAL agrees to notify IEHP HEALTH PLAN, or designee, either orally or in writing, no later than the first working day following the admission.

3.04 HOSPITAL TRANSFERS – HOSPITAL agrees to notify IEHP HEALTH PLAN, or designee, immediately and to assist in facilitating the transfer of Members requiring Hospital Services that are not offered or available at HOSPITAL. HOSPITAL agrees to cooperate and comply with IEHP HEALTH PLAN standards with respect to required referral systems for excluded (carve out) services to ensure continuity of care between IEHP HEALTH PLAN and the local health departments or other agencies to which the Member is referred.

3.05 STAFF PRIVILEGES – HOSPITAL shall use its best efforts to enable physicians seeking to participate in IEHP HEALTH PLAN’s health delivery system to apply for, obtain and maintain membership on the HOSPITAL’s Medical Staff with clinical privileges in the appropriate area of practice at HOSPITAL, provided such physicians meet HOSPITAL’s standards. HOSPITAL agrees to facilitate the physician application process, ensuring that applications are processed expeditiously. The HOSPITAL medical staff, as set forth in its bylaws, rules and regulations, shall process all applications.

3.06 STANDARDS OF CARE – All Hospital Services shall be provided by professional personnel in a facility maintained in accordance with generally accepted and professionally recognized standards of practice in compliance with the standards developed by IEHP HEALTH PLAN. Hospital Services shall be rendered by qualified medical providers unhindered by fiscal and administrative management. HOSPITAL agrees to maintain and demonstrate to IEHP HEALTH PLAN, upon request, throughout the term of this Agreement, compliance with the following:

- a. Licensure under California Health and Safety Code Section 1200 et. seq.;
- b. Accreditation by Joint Commission on Accreditation of Health Care Organizations (JCAHO);
- c. Reasonable evidence that all nurses and other ancillary and paramedical personnel who are employed by and contract with HOSPITAL are properly credentialed to provide services in the State of California;
- d. All laboratory testing sites shall have either a Clinical Laboratory Improvement Amendment (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number; and
- e. All inpatient pharmaceutical services and prescribed drugs shall be provided in accordance with Title 22, CCR, Section 53854

3.07 INSPECTION OF FACILITIES – Facilities used by HOSPITAL to provide Hospital Services shall comply with provisions of Title 22, CCR, Section 53230 and Title 10, Section 1380. HOSPITAL agrees that it shall cooperate with inspections of HOSPITAL facilities, as conducted by IEHP HEALTH PLAN and all state and federal regulatory agencies, which are required to assure compliance with required facility standards.

3.08 UTILIZATION MANAGEMENT (UM) – HOSPITAL agrees to participate in the UM Program described in Section 4.05 and to abide by decisions resulting from that review, subject to the rights of reconsideration available under this Agreement. HOSPITAL agrees to provide access to IEHP HEALTH PLAN, or designee, for the purpose of conducting concurrent review and

case management on Members who are receiving Hospital Services at HOSPITAL. IEHP HEALTH PLAN, or designee, shall adhere to the reasonable procedures established by HOSPITAL regarding such access.

3.09 QUALITY MANAGEMENT (QM) PROGRAM – HOSPITAL shall implement an ongoing quality management program which shall develop procedures for ensuring that the quality of care provided by HOSPITAL conforms with generally accepted and professionally recognized standards of practice in compliance with the standards developed by IEHP HEALTH PLAN. If a potential quality of care issue is identified based on member complaints, or other information, IEHP HEALTH PLAN shall alert HOSPITAL to initiate appropriate action. HOSPITAL further agrees to assist IEHP HEALTH PLAN in the investigation of any potential quality of care issue, and in the implementation of any corrective action plan as requested.

3.10 MEMBER GRIEVANCE RESOLUTION – HOSPITAL shall notify IEHP HEALTH PLAN immediately, upon its knowledge of a complaint by a Member. HOSPITAL agrees to cooperate with IEHP HEALTH PLAN in resolving Member grievances and agrees to participate in the grievance review procedures of IEHP HEALTH PLAN. HOSPITAL shall comply with all final determinations of IEHP HEALTH PLAN’s grievance procedure, peer review and QM and UM Programs. At no time shall a Member’s medical condition be permitted to deteriorate because of delay in provision of care that HOSPITAL disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between Member and provider.

### 3.11 REPORTING

3.11.01 Citations – HOSPITAL shall notify IEHP HEALTH PLAN in writing within fifteen (15) days of each and every report of JCAHO or any other accreditation agency, which contains any citation of HOSPITAL for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of HOSPITAL to carry out the duties and obligations under this Agreement.

3.11.02 Availability Of Services – HOSPITAL agrees to provide IEHP HEALTH PLAN with current information regarding HOSPITAL’s Medical Staff, services available at facility, programs and benefits. Upon request, HOSPITAL shall submit to IEHP HEALTH PLAN quarterly reports which includes, but is not limited to, the identification of deletions and additions to HOSPITAL’s Medical Staff and services provided at HOSPITAL.

3.11.03 Capacity Reporting – HOSPITAL shall notify IEHP HEALTH PLAN immediately upon its knowledge of any significant changes in the capacity of HOSPITAL to provide or arrange for the Hospital Services contemplated by this Agreement. This includes a sixty (60) day prior written notice in the event HOSPITAL is unable to properly service Members, or with as much prior written notice as is reasonably possible in the event of sudden or unexpected change in HOSPITAL’s capacity.

3.11.04 **Identification Of Officers, Owners, Stockholders, Creditors** – On an annual basis HOSPITAL shall identify the names of the following persons by listing them on Attachment D of this Agreement, attached hereto and incorporated herein by this reference, as required by the Department of Health Services (DHS) and Managed Risk Medical Insurance Board (MRMIB). HOSPITAL shall notify IEHP HEALTH PLAN within thirty (30) days of any changes in the information provided in Attachment D. The information includes:

- a. HOSPITAL officers and owners;
- b. Stockholders owning greater than 10% of any stock issued by HOSPITAL; and
- c. Major creditors holding more than 5% of any debts owed by HOSPITAL.

3.11.05 **Sale of Hospital** – HOSPITAL agrees to notify IEHP HEALTH PLAN in writing of transfer of ownership within thirty (30) days of completed sale. If HOSPITAL fails to provide said notification, IEHP HEALTH PLAN retains the right to assess two hundred and fifty dollars (\$250.00) per day, each day after the completed sale, until such time as written notification is received by IEHP HEALTH PLAN.

3.11.06 **Other Reporting** – HOSPITAL agrees to submit all information or reports, in a timely manner, as may be required to enable IEHP HEALTH PLAN to fulfill its reporting and other obligations under the Agreement, the Knox-Keene Act and the IEHP HEALTH PLAN.

3.12 **NON-DISCRIMINATION** – HOSPITAL represents and assures that Hospital Services are provided to Members in the same manner and quality as such services are provided to HOSPITAL's other patients. HOSPITAL shall not refuse or fail to provide Hospital Services to any Member and Members shall not be subject to any discrimination whatsoever by HOSPITAL with regard to access to Hospital Services. HOSPITAL may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of the HOSPITAL. HOSPITAL shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of Member's need for or utilization of Hospital Services. HOSPITAL shall not unlawfully discriminate, harass or allow harassment, against any employee, applicant, or Member because of sex, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave or sexual orientation. HOSPITAL shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

HOSPITAL shall comply with the applicable provisions of Title 2 CCR, Section 8107 et. seq., including Clause (b) specifically, as may be amended from time to time, as incorporated by reference herein. HOSPITAL agrees to include this Non-discrimination Clause in any and all subcontracts to perform services under this Agreement.

3.13 CONFORMANCE TO OTHER LAW – HOSPITAL certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.) and the Drug Free Workplace Act of 1990 (Gov. Code Section 8355). HOSPITAL certifies awareness of Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA Standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under the Agreement.

3.14 OTHER CONTRACTUAL COMMITMENTS – HOSPITAL represents and assures IEHP HEALTH PLAN that contractual commitments to other health plans, competitive medical plans and other related entities do not restrict or impair HOSPITAL from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Hospital Services for Members.

3.15 HOSPITAL ADVERTISING – Prior to listing or otherwise referencing IEHP HEALTH PLAN in any promotional or advertising brochures, media announcements or other advertising or marketing material, HOSPITAL shall first obtain the prior written consent of IEHP HEALTH PLAN, except that HOSPITAL does not need approval to list IEHP HEALTH PLAN in any informational material distributed, displayed or advertised, listing IEHP HEALTH PLAN as a participating health plan at the HOSPITAL.

#### **4. DUTIES OF IEHP HEALTH PLAN**

4.01 ADMINISTRATION - IEHP HEALTH PLAN agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of the IEHP HEALTH PLAN and this Agreement.

4.02 MARKETING ACTIVITIES – IEHP HEALTH PLAN agrees to provide marketing and public relations services, advertising and marketing to potential Members. Such marketing activity, information, and procedures shall conform to Title 22, CCR, Section 53400 and Section 1361 of the Knox-Keene Act. IEHP HEALTH PLAN may use HOSPITAL's name, address, and telephone number in any informational material distributed to Members and for other purposes related to the administration of the IEHP Health Plan as an indication of HOSPITAL's willingness to provide Hospital Services to Members.

4.03 MEMBER SERVICES – IEHP HEALTH PLAN agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of IEHP HEALTH PLAN policies and procedures, providing Members with information about IEHP HEALTH PLAN's provider network, informing Members of the type, scope and duration of benefits and services to which such Members are entitled under the IEHP Health Plan. This includes, but is not limited to, written notification to Members of Hospital Services available and changes in the availability or location of Hospital Services being provided by HOSPITAL, and issuance of an identification card to each Member upon enrollment.



4.04 HOSPITAL ASSISTANCE - IEHP HEALTH PLAN agrees to assist and cooperate with HOSPITAL in the development and initial implementation of procedures necessary to carry out the intent of this Agreement. IEHP HEALTH PLAN shall provide necessary training regarding IEHP HEALTH PLAN policies and procedures, as requested.

4.05 UTILIZATION MANAGEMENT (UM) PROGRAM – IEHP HEALTH PLAN shall establish a UM Program which shall seek to avoid unnecessary or unduly costly Medical and Hospital Services while ensuring the delivery of Health Care Services provided to Members are Medically Necessary. The UM Program will include, but not be limited to: prospective, concurrent and retrospective review; discharge planning; and case management. IEHP HEALTH PLAN, or designee, shall provide 24-hour authorization to HOSPITAL for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization; any extension of Hospital Days shall require authorization by IEHP HEALTH PLAN, or designee, in accordance with IEHP HEALTH PLAN UM standards. IEHP HEALTH PLAN shall not retrospectively deny any Hospital Service approved as Medically Necessary provided that the information given by HOSPITAL to IEHP HEALTH PLAN, or designee, is substantially true and accurate regarding the medical condition of the Member.

4.06 ADMINISTRATION OF PAYMENTS – IEHP HEALTH PLAN agrees to pay HOSPITAL in accordance with the terms and procedures set forth in this Agreement. All payments are subject to the availability of Federal congressional appropriation of funds.

## **5. BILLING AND COMPENSATION**

5.01 BILLING – In order to receive payment for authorized Hospital Services rendered, HOSPITAL shall submit clean, complete and accurate claims to IEHP HEALTH PLAN within one hundred and eighty (180) days from the date of service for outpatient claims and one hundred and eighty (180) days from the date of discharge for inpatient claims. The claim must be submitted on the Universal Billing Form (UB92), or its successor claim form. HOSPITAL agrees to provide IEHP HEALTH PLAN with all information necessary to verify and substantiate the provisions of and charges for Hospital Services including providing the authorization number on the claim form, as applicable. HOSPITAL shall not seek payment for claims submitted after one hundred and eighty (180) days from the date of service or discharge.

COMPENSATION - IEHP HEALTH PLAN shall pay HOSPITAL for Members assigned to the HOSPITAL that are IEHP HEALTH PLAN's responsibility for authorized Hospital Services in accordance with the rates as outlined in Attachment C, attached hereto and incorporated in full herein by reference, within thirty (30) working days of receipt from HOSPITAL of an uncontested claim which is accurate, complete and otherwise in accordance with Section 5.01. IEHP HEALTH PLAN shall not be obligated to pay HOSPITAL on any claim not submitted within one hundred and eighty (180) days from the date of service or discharge. IEHP HEALTH PLAN retains the right, up to one (1) year from the date of payment, to offset future payments to HOSPITAL for any overpayments made to HOSPITAL or other amounts owed to IEHP HEALTH PLAN after thirty (30) days written notice. HOSPITAL shall have sixty (60) days to remit overpayment amount to IEHP HEALTH PLAN. In the Event HOSPITAL does not remit overpayment amount to IEHP HEALTH PLAN within sixty (60) days, IEHP HEALTH PLAN will offset amount(s) against future payments.

5.02 FULL COMPENSATION – HOSPITAL shall accept the payments specified in Attachment C as payment in full for all authorized Hospital Services provided to Members and for all administrative costs incurred for providing such services.

5.03 COLLECTION OF CHARGES FROM MEMBERS – HOSPITAL agrees that the only charges for which a Member may be liable and be charged by HOSPITAL shall be for Co-payments and Hospital Services not covered under the IEHP Health Plan. HOSPITAL shall advise Member of their payment responsibility, if any, prior to rendering non-covered Hospital Services or services that require Co-payments.

5.04.01 Service Waiver – In the event Hospital Services are not covered under the IEHP Health Plan or are denied by IEHP HEALTH PLAN as not being Medically Necessary, HOSPITAL shall not charge Members unless HOSPITAL has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those non-covered services or services IEHP HEALTH PLAN has denied as not being Medically Necessary and shall clearly state that the Member is responsible for payment of those services.

5.04.02 Surcharges – Notwithstanding Section 5.04, HOSPITAL shall in no event, including, without limitation, non-payment by IEHP HEALTH PLAN, insolvency of IEHP HEALTH PLAN, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Hospital Services provided pursuant to this Agreement. HOSPITAL also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by IEHP HEALTH PLAN to HOSPITAL. Upon notice of the existence of any such Surcharge, IEHP HEALTH PLAN shall take appropriate action consistent with the terms of this Agreement. If HOSPITAL receives any such payment from Member, IEHP HEALTH PLAN shall offset the amount of said collections against any future payment. HOSPITAL's obligations regarding the collection of Surcharges from Members shall survive the termination of this Agreement.

5.04.03 Hold Harmless – In the event IEHP HEALTH PLAN fails to make any payments to HOSPITAL as provided herein, whether from IEHP HEALTH PLAN's insolvency or otherwise, Members shall not be liable to HOSPITAL, under any circumstances, for Hospital Services. HOSPITAL further agrees to hold harmless the State of California in the event of non-payment by IEHP HEALTH PLAN.

5.05 COORDINATION OF BENEFITS – HOSPITAL agrees to coordinate benefits with other programs or entitlement, excluding tort liability of a third party, and estates from deceased Members, and recognizes the other coverage as primary and IEHP HEALTH PLAN as the payor of last resort. In the case in which IEHP HEALTH PLAN is other than primary, IEHP HEALTH PLAN shall pay the lesser of the amounts which when added to the amounts received by HOSPITAL from other sources equals one hundred percent of the amount required under this Agreement as specified in Attachment C. Unless Member has other health insurance coverage, HOSPITAL accepts payment from IEHP HEALTH PLAN for Hospital Services as provided herein as full payment for such Hospital Services and shall at no time seek compensation from Members, excluding applicable Co-payments for Healthy Family Members, or the State.

5.06 POTENTIAL TORT LIABILITY – HOSPITAL shall make no claim for recovery of the value of Hospital Services rendered to a Member enrolled through the Medi-Cal Program when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker’s Compensation awards and uninsured motorist coverage. Lien rights for such recoveries are solely possessed by DHS. HOSPITAL shall notify IEHP HEALTH PLAN within seven (7) days of discovery of such potential cases. HOSPITAL shall assist IEHP HEALTH PLAN in identifying such cases to DHS and shall respond to any DHS-generated request for claims information within ten (10) days of receipt of such request.

## 6. RECORDS AND CONFIDENTIALITY

6.01 RECORDS – HOSPITAL shall maintain and provide IEHP HEALTH PLAN, and all state and federal regulatory agencies adequate records and information as reasonably necessary for IEHP HEALTH PLAN to properly administer the IEHP Health Plan consistent with state and federal law. Such records and encounter data shall be retained by HOSPITAL for at least five (5) years from the close of DHS’s fiscal year in which this Agreement is in effect. HOSPITAL shall maintain its books and records in accordance with general standards for books and record keeping. This obligation shall not terminate upon termination of this Agreement, whether by rescission or otherwise.

6.02 ACCESS TO RECORDS – All books, records and papers of HOSPITAL relating to the performance of this Agreement must be open to inspection and copying during normal business hours by IEHP HEALTH PLAN, and all state and federal regulatory agencies. Said information includes but is not limited to: Member patient records (subject to applicable state and federal law governing the confidentiality of medical records), financial records pertaining to the cost of operations and income received for Hospital Services rendered to Members. Such records shall be made available at all reasonable times at the HOSPITAL upon reasonable request by IEHP HEALTH PLAN. Upon request by IEHP HEALTH PLAN, medical records shall be made available within five (5) working days of the date requested.

6.03 CONFIDENTIALITY OF RECORDS – HOSPITAL shall request from Member, or Member’s legal representative, authorization for the release of the Member’s medical records. All Member medical records and data related to services will be kept in strict confidence in accordance with all state and federal laws, including, without limitation, Title 45, Code of Federal Regulations, Section 250.50 and Section 1400.2, all relevant requirements of the Health Insurance Portability and Accountability Act, California Welfare and Institutions Code and regulations adopted thereunder.

6.04 UM RECORDS - HOSPITAL shall cooperate with IEHP HEALTH PLAN's UM Program and, upon reasonable request, shall provide IEHP HEALTH PLAN with summaries of or access to records maintained by HOSPITAL and required in connection with such programs, subject to applicable state and federal law concerning the confidentiality of medical records. IEHP HEALTH PLAN shall maintain the confidentiality of all such information and shall not disclose it to third parties unless HOSPITAL has provided its advanced written consent. Notwithstanding anything else in this Agreement, HOSPITAL shall not be required to provide IEHP HEALTH PLAN with access to, or otherwise disclose to IEHP HEALTH PLAN records, files, proceedings, or other

materials prepared by or maintained by a medical review committee if HOSPITAL reasonably believes those materials are protected from discovery under the California Evidence Code or other applicable Federal and State laws and that the disclosure to IEHP HEALTH PLAN would jeopardize such protection from discovery. Upon request, HOSPITAL shall provide IEHP HEALTH PLAN, or designee, with copies of records maintained by HOSPITAL that are required in connection with such program, subject to applicable state and federal law concerning the confidentiality of medical records, within five (5) days of request.

## **7. INDEMNIFICATION AND INSURANCE**

7.01 MUTUAL INDEMNIFICATION – In connection with the obligations imposed by this Agreement, HOSPITAL and IEHP HEALTH PLAN shall each indemnify and hold harmless the other, including its officers, directors, agents, and employees, from and against any and all loss, damage, liability, or expense (including without limitation, reasonable attorney's fees), of any kind arising by reason of the acts or omissions of the respective party's officers, directors, agents, employees, contractors, agents and shareholders acting alone or in collusion with others. HOSPITAL also agrees to hold harmless both the State and Members in the event that IEHP HEALTH PLAN cannot or will not pay for services performed by HOSPITAL pursuant to this Agreement. IEHP HEALTH PLAN and HOSPITAL shall promptly notify the other party hereto of any claims or demands which arise and for which indemnification is sought. The terms of this Section 7.01 shall survive the termination of this Agreement.

7.02 HOSPITAL LIABILITY – Throughout the term of this Agreement, HOSPITAL shall maintain, at its sole cost and expense, a sufficient amount of insurance coverage for HOSPITAL's comprehensive general liability and professional liability. HOSPITAL shall provide IEHP HEALTH PLAN a copy of the certificate of insurance prior to providing any services pursuant to this Agreement. Said copy will identify the insurer, named insured, date of coverage, length of coverage and amount of coverage. If HOSPITAL is not self-insured, certificates of insurance shall clearly indicate that IEHP HEALTH PLAN, its employees, servants and agents while in the course of their employment with IEHP HEALTH PLAN, are named as additional insured. HOSPITAL shall provide IEHP HEALTH PLAN with written notification thirty (30) days prior to any cancellation, reduction, lapse, or other material change in the amount or scope of any coverages required under this Section.

## **8. DISPUTE RESOLUTION**

8.01 DISPUTE RESOLUTION – IEHP HEALTH PLAN and HOSPITAL agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. If no satisfactory resolution is proposed and after the completion of such procedures followed according to the provisions of the Government Claims Act (Government Code Section 900, et. seq.) both parties agree the dispute may be settled by binding arbitration pursuant to the rules and regulations of an accredited arbitration association mutually agreed upon by both parties. Either party requesting arbitration under this Agreement shall make a written demand on the other party. The parties agree that the decision of the arbitrator shall be final and binding as to each of them.

8.02 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.

8.03 LIMITATIONS – Both parties agree that binding arbitration must be initiated by written demand within one (1) year after the date the problem or dispute arose or such request shall be deemed waived.

## 9. TERM AND TERMINATION

9.01 TERM – The term of this Agreement shall commence on April 1, 2007, and shall remain in effect for five (5) years thereafter, terminating on March 31, 2012, unless sooner terminated in accordance with the terms and conditions of the Agreement herein.

9.02 TERMINATION FOR CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth in Section 9.02.01 or 9.02.02 herein, upon written notice of termination stating the actions of the other party constituting cause for termination.

9.02.01 Cause for Immediate Termination by HOSPITAL - The following shall constitute cause for termination of this Agreement by HOSPITAL:

A. Revocation of Certification or License – Revocation by the State of California or the United States Government of any certification or license of IEHP HEALTH PLAN necessary for the performance of this Agreement.

B. Breach of Material Term and Failure to Cure - IEHP HEALTH PLAN's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

9.02.02 Cause for Immediate Termination by IEHP HEALTH PLAN – The following shall constitute immediate cause for termination of this Agreement by IEHP HEALTH PLAN:

A. Failure to Maintain Standards - HOSPITAL's failure to maintain the standards set forth in Section 3.06 of this Agreement.

B. Breach of Material Term and Failure to Cure - HOSPITAL's breach of any material term, covenant or condition of the Agreement and subsequent failure to cure such breach within thirty (30) days following written notice of such breach;

C. Loss of Licensing – Failure by HOSPITAL to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of its duties hereunder; or

D. Loss of Insurance Coverage – Failure by HOSPITAL to maintain adequate general and professional liability insurance coverage, as provided herein.

9.03 NOTICE OF BANKRUPTCY – Notice shall be given within ten (10) working days to the other party of any filing for bankruptcy, insolvency or for reorganization, or the appointment of a receiver, trustee or conservator, or assignment to creditors.

9.04 TERMINATION WITHOUT CAUSE – Either party may terminate this Agreement without cause by providing the other party at least one hundred twenty (120) days written notice of such termination. Termination shall take effect automatically upon expiration of the one hundred twenty (120) day notice period.

9.05 OTHER TERMINATION

9.05.1 Dissolution Of IEHP HEALTH PLAN – This Agreement shall be terminated due to the dissolution of IEHP HEALTH PLAN by mutual action of the Riverside County and San Bernardino County Board of Supervisors. If IEHP HEALTH PLAN has incurred no obligations, either County Board of Supervisors may terminate the JPA and IEHP HEALTH PLAN by giving not less than sixty (60) days written notice thereof to the other party. Also, either County Board of Supervisors may terminate the JPA by written mutual consent, by giving twelve (12) months' written notice thereof to the other party given that the JPA cannot be terminated until all forms of indebtedness incurred by IEHP HEALTH PLAN have been paid, or adequate provision for such payment shall have been made.

Upon dissolution of IEHP HEALTH PLAN by Riverside County and San Bernardino County Board of Supervisors, this Agreement is rendered null and void. The debts, liabilities, and/or obligations of IEHP HEALTH PLAN are those of IEHP HEALTH PLAN alone. Neither Riverside County nor San Bernardino County assumes any of the debts, liabilities and/or obligations of IEHP HEALTH PLAN.

9.06 OBLIGATIONS FOLLOWING TERMINATION

9.06.01 Hospitalized Patients – In the event of termination of this Agreement, HOSPITAL shall continue to provide and be compensated for Hospital Services under the terms of this Agreement to Members who are hospitalized on an inpatient basis on the date of termination until the effective date of discharge or the safe transfer of such Members to another health care facility.

9.06.02 Member Records – Upon termination of this Agreement, HOSPITAL agrees to assist IEHP HEALTH PLAN in the transfer of Member medical care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

9.06.03 **Non-Payment Policy** – Notwithstanding the above, or any other provisions to the contrary, HOSPITAL agrees that in the event IEHP HEALTH PLAN ceases operations for any reason, including insolvency, HOSPITAL shall continue to provide Hospital Services for those Members who are hospitalized on an inpatient basis. HOSPITAL shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for inpatient Hospital Services provided after IEHP HEALTH PLAN ceases operation. This continuation of Hospital Services obligation shall continue until Member is discharged from HOSPITAL.

9.07 **NOTIFICATION OF DHS OF AMENDMENT OR TERMINATION** - HOSPITAL and IEHP HEALTH PLAN shall notify DHS in the event of an amendment or termination of this Agreement. Notice shall be given by letter deposited in the U.S. Postal Service as first-class postage pre-paid registered mail to:

Department of Health Services  
Contract Operations Branch  
714 P Street, Room 1340  
Sacramento, CA 95814

## 10. **GENERAL PROVISIONS**

10.01 **NOTICES** - Any notice required to be given hereunder shall be in writing either delivered personally or sent by first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to either IEHP HEALTH PLAN or HOSPITAL at the addresses listed below, or at such other address as either IEHP HEALTH PLAN or HOSPITAL may hereafter designate to the other:

To IEHP HEALTH PLAN:  
Inland Empire Health Plan  
303 E. Vanderbilt Way, Ste. 400  
San Bernardino, CA 92408  
(909) 890-2000  
Attn: Chief Executive Officer

To HOSPITAL:  
Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555  
(909) 486-4470  
Attn: Chief Executive Officer

All notices shall be deemed to have been duly given on the date of delivery if delivered personally; or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

10.02 **CONFIDENTIALITY OF THIS AGREEMENT** - To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose the Agreement or any of its terms without the approval of the other party, subject to the limitations of the Public Records Act and the Brown Act

10.03 **ASSIGNMENT AND DELEGATION** - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by HOSPITAL or IEHP HEALTH PLAN, and shall not be subject to execution, attachment or similar

process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by HOSPITAL to a third party shall be void unless prior written approval is obtained from IEHP HEALTH PLAN.

10.04 INVALIDITY– The invalidity or unenforceability of any term or provision hereof will in no way affect the validity or enforceability of any other term or provision of this Agreement.

10.05 LIMITATION OF SEVERABILITY – In the event the removal of a provision rendered invalid or unenforceable or declared null and void has the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

10.06 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

10.07 TERMS - Unless otherwise indicated, all terms in any appropriate attachments, addendums and amendments hereto shall have the same meaning attributed to such terms in the body of this Agreement and references to Section numbers are to the appropriate Sections of this Agreement.

10.08 WAIVERS – The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach or violation thereof.

10.09 NON-SOLICITATION OF MEMBERS - HOSPITAL shall not directly or indirectly engage in the solicitation of Members without IEHP HEALTH PLAN's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or Subcontractor of HOSPITAL or its assignee or successor during the Term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement which may be reasonably interpreted as designed to persuade Members to discontinue their Member agreements with IEHP HEALTH PLAN or to encourage Members to participate in another health services plan.

10.10 ENTIRE AGREEMENT – This Agreement (together with all Attachments hereto) contains the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of HOSPITAL and IEHP HEALTH PLAN that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.

10.11 AMENDMENT – This Agreement may be amended or modified only by mutual written consent of the parties. Notwithstanding the provisions herein, IEHP HEALTH PLAN may



amend this Agreement upon sixty (60) days written notice to HOSPITAL in order to maintain compliance with applicable federal and state laws. IEHP HEALTH PLAN shall notify HOSPITAL of any material amendments to the IEHP HEALTH PLAN, which amendments shall become effective upon sixty (60) days written notice by IEHP HEALTH PLAN to HOSPITAL, unless HOSPITAL objects in writing to be bound by such amendments to IEHP HEALTH PLAN within the sixty (60) days of HOSPITAL's receipt of notice. HOSPITAL's approval shall not be unreasonably withheld.

10.12 ATTORNEYS' FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and reasonable costs, in addition to any other relief to which such party may be entitled.

10.13 TIME OF THE ESSENCE – Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

10.14 CONTRACT REQUIREMENTS – IEHP HEALTH PLAN is subject to the provisions of sections 1340 et. seq. of the Health and Safety Code, sections 1300.43 et seq. of Title 28 of the California Code of Regulations, and sections 2698.100 et seq. of Title 10 of the California Code of Regulations, as may be amended from time to time.

10.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
IEHP HEALTH PLAN and HOSPITAL are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent hereto, for purposes of services rendered pursuant to the Agreement. Both parties agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Both parties further agree that it shall be in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto.


10.16 GOVERNING LAW - IEHP HEALTH PLAN, HOSPITAL and this Agreement are subject to the laws of the State of California and the United States of America including, but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by the California Department of Corporations, the Health Maintenance Organization Act of 1973 and the regulations promulgated thereunder by the United States Department of Health and Human Services, Health Insurance Portability and Accountability Act (HIPAA), the Waxman-Duffy Prepaid Health Plan Act and the regulations promulgated by DHS, and the Healthy Families Act and the State Children's Health Insurance Program (found in Title 21 of the Social Security Act). Any provision required to be in this Agreement by any of the above Acts and regulations shall bind IEHP HEALTH PLAN and HOSPITAL, whether or not expressly provided in this Agreement.

10.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT – Both parties certify that the individual(s) signing herein has authority to execute this Amendment on behalf of his or her respective party, and may legally bind his or her respective party to the term and conditions of this Amendment, and any attachments hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Hospital Per Diem Agreement as signed below.

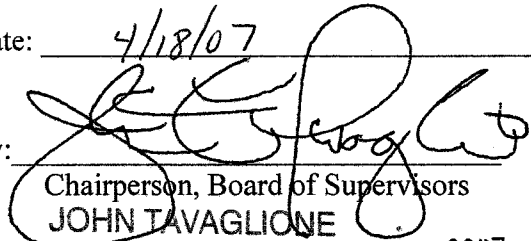
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

By: 

Print Name and Title: Douglas D. Bagley


Hospital Director / CEO

Date: 4/18/07

By: 

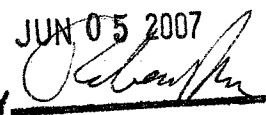
Chairperson, Board of Supervisors  
**JOHN TAVAGLIONE**

Date: JUN 19 2007

Attest:  **DEPUTY**  
Clerk of the Board **NANCY ROMERO**

Date: JUN 19 2007

FORM APPROVED  
COUNTY COUNSEL

JUN 05 2007  


**Robert M. Pepper**

[Signatures Continue on Following Page]

**IEHP HEALTH ACCESS**

By: [Signature]  
Richard Bruno  
Chief Executive Officer  
or  
Bradley P. Gilbert, M.D.  
Executive Officer

Date: 5-7-07

By: Eileen Zoed  
Chairperson  
IEHP Health Access  
Governing Board

Date: 5-14-07

Attest: [Signature]  
Secretary  
Inland Empire Health Plan for  
IEHP Health Access

Date: 5-14-07

Approved as to Form and Content  
JOE S. RANK  
County Counsel

By: Lucy Furuta  
Deputy County Counsel  
Attorneys for IEHP Health Access

Date: 5/14/07

**INLAND EMPIRE HEALTH PLAN**

By: [Signature]  
Richard Bruno  
Chief Executive Officer  
or  
Bradley P. Gilbert, M.D.  
Executive Officer

Date: 5-7-07

By: Eileen Zoed  
Chairperson  
Inland Empire Health Plan  
Governing Board

Date: 5-14-07

Attest: [Signature]  
Secretary  
Inland Empire Health Plan

Date: 5-14-07

Approved as to Form and Content  
JOE S. RANK  
County Counsel

By: Lucy Furuta  
Deputy County Counsel  
Attorneys for Inland Empire Health Plan

Date: 5/14/07

**ATTACHMENT A**

**IEHP HEALTH PLAN BENEFITS**

A Benefit Interpretation Manual shall be provided by IEHP HEALTH PLAN.

## **ATTACHMENT B**

### **HOSPITAL SERVICES**

#### **Riverside County Regional Medical Center**

Hospital is responsible for providing all covered Hospital Services, as authorized by IEHP HEALTH PLAN, or designee, if such services are available at HOSPITAL and Medically Necessary:

1. Inpatient hospitalization for medical or surgical treatment in semi-private accommodation, unless a private room is Medically Necessary;
2. Hospitalization in an intensive care unit or special care unit;
3. Pediatric services;
4. Maternity services;
5. Psychiatric and substance abuse services;
6. Newborn nursery, all levels;
7. Ancillary services and supplies, including laboratory and x-ray services;
8. Administration of outpatient prescription drugs (take home medications) in instances where continuation of hospital-based treatment shall not be interrupted: three (3) day supply minimum;
9. Emergency Department Services;
10. Outpatient services at HOSPITAL's surgicenter or similar freestanding facility, or in HOSPITAL's outpatient department(s); and
11. Administration of blood, blood plasma, or its derivatives, including cost of blood, blood plasma, or its derivatives.

## ATTACHMENT C

### COMPENSATION RATES

The following all-inclusive Rates shall be paid to HOSPITAL when IEHP HEALTH PLAN is the payor for authorized Hospital Services, including medical services, supplies and discharge medications (3-day maximum), provided to Members during the course of such visit or admission, pursuant to this Agreement. HOSPITAL shall accept such reimbursement, less applicable Member co-payment, as payment in full for those authorized Hospital Services provided to Members. Reimbursement shall not exceed billed charges. Revenue Codes, CPT, HCPCs, and ICD-9 Codes used in this document are for reference and clarification purposes only.

<b>INPATIENT HOSPITAL SERVICES:</b>	<b>Medi-Cal Per Diem Rate</b>	<b>Healthy Families, Healthy Kids, Commercial</b>
<b>Medical/Surgical/Pediatrics</b> (Rev. Codes 100, 101, 110, 111, 113, 117, 119, 120, 121,123, 127, 129, 130, 131, 133, 139, 140, 141, 143, 147, 149, 150, 151, 153, 157, 159, 160, 164, 167, 169)	<b>\$1,100</b>	<b>\$1,150</b>
<b>Definitive Observation/Telemetry</b> (Rev Code 206, 214)	<b>\$1,100</b>	<b>\$1,300</b>
<b>ICU</b> (Rev. Code 200,201,202,203,207,208, 209) <b>CCU</b> (Rev. Code 210,211,212, 213, 214, 219)	<b>\$1,500</b>	<b>\$1,750</b>
<b>Acute Rehab Per Diem</b> (Rev. Code 190)	<b>\$800</b>	<b>\$950</b>
<b>Boarder Baby</b> (Rev. Code 170,179)	<b>\$375</b>	<b>\$500</b>
<b>Nursery Newborn Level 1</b> (Rev. 171)	<b>\$1,700</b>	<b>\$1,950</b>
<b>Nursery Newborn Level 2</b> (Rev. 172)	<b>\$1,700</b>	<b>\$1,950</b>
<b>Nursery Newborn Level 3</b> (Rev 173)	<b>\$1,700</b>	<b>\$1,950</b>
<b>Nursery Newborn Level 4</b> (Rev. 174, 175)	<b>\$1,700</b>	<b>\$1,950</b>
<b>OB Normal Delivery</b> (Rev. Code 112, 122, 132, 142, 152, ICD9 Codes 72.0-73.99)	<b>\$1,900</b>	<b>\$2,100</b>
<b>OB C-Section</b> (Rev. Code 112, 122, 132, 142, 152, ICD9 Codes 74.0-74.99)	<b>\$3,600</b>	<b>\$3,500</b>
<b>Additional OB Normal and C-Section Days</b>	<b>LOC</b>	<b>LOC</b>
<b>Sub acute Care Level I</b> (Rev. Code 191)	<b>\$148</b>	<b>\$178</b>
<b>Sub acute Care Level II</b> (Rev. Code 192)	<b>\$215</b>	<b>\$258</b>
<b>Sub acute Care Level III</b> (Rev. Code 193)	<b>\$283</b>	<b>\$339</b>
<b>Subacute Care Level IV</b> (Rev. Code 194)	<b>\$332</b>	<b>\$398</b>

**Trauma Services (Rate valid for all days that the Trauma Team is actively providing Care; applicable LOC thereafter)**

**\$2,500**

**\$3,150**

<b>EMERGENCY ROOM (Rev Code 450, 451, 452, 456, 459)</b> (CPT Codes must be used below)	Medi-Cal	Healthy Families, Healthy Kids, Commercial
Emergency HCFA Level I Case Rate (CPT Code 99281)	100% Med-Cal Fee Schedule for Hospitals	35% billed charges NTE \$500
Emergency HCFA Level II Case Rate (CPT Code 99282)	100% Med-Cal Fee Schedule For Hospitals	35% billed charges NTE \$500
Emergency HCFA Level III Case Rate (CPT Code 99283)	100% Med-Cal Fee Schedule For Hospitals	35% billed charges NTE \$1,500
Emergency HCFA Level IV Case Rate (CPT Code 99284)	100% Med-Cal Fee Schedule For Hospitals	35% billed charges NTE \$2,000
Emergency HCFA Level IV Case Rate (CPT Code 99285)	100% Med-Cal Fee Schedule For Hospitals	35% billed charges NTE \$2,000

<b>OUTPATIENT SURGICAL SERVICES*:</b>	Medi-Cal	Healthy Families, Healthy Kids, Commercial
-Outpatient Surgery	100% Med-Cal Fee Schedule For Hospitals	100% Ambulatory Payment Classification (APC)

\*Secondary Procedures paid at 50% of appropriate APC. Tertiary Procedures valued at 25% of appropriate APC rate.  
 \*\*For those authorized services not identified in the above Categories, value shall be at 50% of covered charges not to exceed \$2,500. Secondary and Tertiary procedures that fall into this non-listed category shall be discounted accordingly:

1. 1<sup>st</sup> Procedure not identified in an APC (Grouping) = 50%
2. 2<sup>nd</sup> Procedure not identified in an APC (Grouping) = 25%
3. 3<sup>rd</sup> Procedure not identified in an APC (Grouping) = 12.5%

<b>OUTPATIENT DIAGNOSTIC AND THERAPEUTIC SERVICES:</b>	Medi-Cal	Healthy Families, Healthy Kids, Commercial
Outpatient Laboratory (Rev Codes 300, 301, 302, 303, 304, 305, 306, 307 921, 923, 925) CPT Codes must be used in billing	100% Med-Cal Fee Schedule for Hospitals	125% Medicare
Outpatient Pathology (Rev Codes 310, 311, 312, 314) <u>CPT Codes must be used in billing</u>	100% Med-Cal Fee Schedule for Hospitals	125% Medicare
Outpatient Magnetic Resonance Imaging (includes contrast) (Rev Codes 610, 611, 612, 614, 615, 616, 618)	100% Med-Cal Fee Schedule for Hospitals	125% Medicare
Outpatient Computerized Tomography (includes contrast) (Rev Codes 350-352)	100% Med-Cal Fee Schedule for Hospitals	125% Medicare



<b>Ultrasound Imaging (Rev Code 402)</b>	<b>100% Med-Cal Fee Schedule for Hospitals</b>	<b>125% Medicare</b>
<b>Diagnostic and Screening Mammography (Rev Code 401, 403)</b>	<b>100% Med-Cal Fee Schedule for Hospitals</b>	<b>125% Medicare</b>
<b>Other Diagnostic Radiology (Rev Codes 320-324)</b>	<b>100% Med-Cal Fee Schedule for Hospitals</b>	<b>125% Medicare</b>
<b>Observation Case Rate (payable up to 23 hours and 59 minutes –includes OB Observation) (Rev Codes 760, 762)</b>	<b>100% Med-Cal Fee Schedule for Hospitals</b>	<b>\$750</b>
<b>Lithotripsy, CPT Codes 52353, 50590 (includes 3 attempts)</b>	<b>100% Med-Cal Fee Schedule for Hospitals</b>	<b>125% Medicare</b>
<b>All other Outpatient Services not listed above</b>	<b>100% Med-Cal Fee Schedule for Hospitals</b>	<b>125% Medicare</b>

Exclusions: The following items are excluded from all Inpatient Hospital Services and shall be reimbursed if authorized as indicated.

- Implants and Prosthetics over \$500 reimbursed at Invoice amount plus 5%. (Revenue Codes 274-278 exceeding \$500 invoice cost per item)

## ATTACHMENT C1

### NOTES TO COMPENSATION RATES

**Claims Evaluation Guidelines.** IEHP HEALTH PLAN and Hospital agree that claims will be evaluated to determine Covered Services using Medicare and Medi-Cal payment guidelines where appropriate. These guidelines will define those non-covered services which will be excluded from valuation calculations. Such evaluation of claims shall review the services provided to verify, but is not limited to, the following guidelines:

1. Was service ordered by a physician
2. Were all services provided legitimately and billed appropriately to IEHP HEALTH PLAN.
3. Were the services delivered consistent with the diagnosis and overall treatment plan.
4. Were services coded correctly based on established guidelines and standards.

**Value Payments.** For Hospital Services rendered to an IEHP HEALTH PLAN Member, Hospital shall be reimbursed for services at lesser of (1) Hospital's Billed Charges, less any applicable Member co-payment, or (2) the amounts set forth in Attachment C, less any applicable Member co-payment.

**Inclusive Rates.** The values listed in this Agreement are all-inclusive and represent the entire value for all Hospital Services.

**OB Deliveries:** Rates include Mom and well newborn. The applicable case rate begins on the day of delivery through the applicable stay in the case rate. In the event mother or newborn transitions to a higher level of care, or if mother remains in the hospital beyond two (2) days for a Vaginal Delivery or four (4) days for C-Section post delivery those days shall be paid at the appropriate level of care per diem rate or boarder baby rate set-forth.

**Boarder Baby.** The Boarder Baby rate is payable for days that a newborn remains in the Hospital nursery, after the Mother is discharged or while the Mother remains hospitalized due to an ongoing medical condition, but does not apply to accommodations in the Neonatal Intensive Care (NICU).

**Emergency/Observation Admission.** If an IEHP HEALTH PLAN Member is admitted directly after receiving services in the Emergency Room or has been under Observation, then these services will be considered as part of the applicable Per Diem rate. Emergency Room charges, not resulting in an admission, shall be reimbursed at the appropriate Emergency Room rate set forth herein.

ATTACHMENT D

**OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS OF HOSPITAL**

List, by category, all of the above:

<u>Name</u>	<u>Title</u>	<u>*Ownership %</u> <u>(as applicable)</u>	<u>Category</u>
1. County of Riverside Board of Supervisors			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

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

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

**Corporation**

**Partnership**

**Sole Proprietorship**

**Other (please describe):**

!

**ATTACHMENT E**

**IEHP HEALTH PLAN PROVIDER POLICY AND PROCEDURE MANUAL**

HOSPITAL acknowledges receipt of the IEHP HEALTH PLAN Provider Policy and Procedure Manual which supports the IEHP Health Plan. IEHP HEALTH PLAN may modify the Manual from time to time by written notice to the HOSPITAL.

## ATTACHMENT F

### INDIGENT PROGRAM

IEHP has a special obligation to those county hospitals that provide care to the indigent or those patients that are unable to pay for treatment and or whom hospital services shall not be paid through other sources.

As result IEHP established an Indigent Fund for the two county hospitals and as long as they continue to provide uncompensated care to unsponsored patients and qualify under the California Healthcare Indigent Program (CHIP) the HOSPITAL shall be eligible to receive payments from the IHEP Indigent Fund. Payments to the HOSPITAL shall be based upon the proportionate share of each of the two county hospitals' uncompensated care as reported to the DHS by the HOSPITAL.

Uncompensated care shall be defined in accordance with the Office of Statewide Health Planning and Development (OSHPD) criteria.

Fund payments shall be made monthly in accordance with the prescribed methodology outlined above subject to IEHP Board approval and authorization.