

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

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FROM: Riverside County Regional Medical Center / MISP

SUBMITTAL DATE:
March 19, 2014

SUBJECT: Renewal and Amendment to the Medical Services Agreement with Contracted Clinics and with Contracted Dentists within District 4 and 5 for the Medically Indigent Services Program (MISP) for an additional three years beginning with FY 2013-14 and ending FY 2015-16. District 4 and 5 [\$702,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the contract changes of the Medical Services Agreements for the County Network Clinics for the period of July 1, 2013 through June 30, 2016;
2. Ratify and authorize the Chairman of the Board to execute the Clinic and Dental Service Contract renewals for the County Network of Dentists for the period of July 1, 2013 through June 30, 2016;
3. Authorize the Chairperson to sign three (3) copies of each agreement

Continued on page 2

Lowell Johnson
Name Lowell Johnson
Title Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 234,000	\$ 234,000	\$ 702,000	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 112,320	\$ 112,320	\$ 336,960	\$ N/A	
SOURCE OF FUNDS: State Funding 52%, County Funding 48% 4300300000				Budget Adjustment: \$-0-	
				For Fiscal Year: FY13-14	

C.E.O. RECOMMENDATION: APPROVE

BY *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 22, 2014
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By *[Signature]*
Deputy

Prev. Agn. Ref.: 3-54 dated May 10, 2013 | **District:** 4 & 5 | **Agenda Number:**

3-65

FORM APPROVED BY COUNTY COUNSEL
 BY: *[Signature]*
 NEAL R. KIPNIS
 DATE: *[Signature]*
 Purchasing: *[Signature]*
 Mark Seiler, Assistant Director

A-30
 Positions Added
 4/5 Vote
 Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Renewal and Amendment** to the Medical Services Agreement with Contracted Clinics and with Contracted Dentists within District 4 and 5 for the Medically Indigent Services Program (MISP) for an additional three years beginning with FY 2013-14 and ending FY 2015-16. District 4 and 5 [\$702,000]

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4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the contract renewal option, based on the availability of Fiscal funding, and to sign the contract renewals since there are no substantive changes to the terms of the agreement except for the contract limits; and
5. Direct the Clerk of the Board of retain one (1) original of each contract and return two (2) fully executed originals of each contract to Riverside County Regional Medical Center, Administration, for distribution.

BACKGROUND:

Summary

A. Clinic Services

The Contracted Clinics provide necessary medical treatment services to MISP eligible patients. The FY2013-14 through FY2015-16 contract renewals do not change any terms, compensation rates with the exception of the contract maximum limits which were lowered to account for the transition of the majority of the uninsured to the Low Income Health Plan (LIHP) and eventually to Medi-Cal.

The contract renewals have been approved as to form by County Counsel.

Maximum Annual Compensation, per Agreement:

Borrego Community Health Foundation	\$ 65,000
Clinicas De Salud Del Pueblo, Inc.	\$ 10,000
Desert AIDS Project	\$ 24,000
Santa Rosa Del Valle Medical Grp dba Indio	
Mecca Family Health Center	\$ 45,000
Neighborhood Healthcare	\$ 30,000
Riverside-San Bernardino County Indian Health, Inc.	\$ 5,000
<u>Total</u>	<u>\$179,000</u>

MISP pays medical claims to the above clinics, approved under Agenda Item No. 3-54, dated May 10, 2013 which authorizes MISP and Riverside County HealthCare (RCHC) to pay medical services without securing competitive bids in accordance with Ordinance 459.4.

These agreements secure an all inclusive price per visit of \$70 and sets the maximum annual compensation per fiscal year. There are no changes to the previous contract rates. Contract maximums listed above have been lowered to account for the transition of the majority of the uninsured to the Low Income Health Plan (LIHP).

Funding for these clinic agreements are already budgeted and there will be no new net County Costs.

The development of services networks for the indigent population and the limitations of public transportation have deemed it necessary to create a network of dental services providers. The contracts establish a defined payment protocol and benefit set for dental services for the medically indigent enrollees who reside in the county. It is expected that the contracts will facilitate a consistent standard of care and thereby allow for a better control of the use of funds for these services.

Maximum annual compensation, per agreement:

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Elvia Juares DDS – Santo Tomas Dental	\$15,000
Elvia N. Juares DDS – Santa Maria Dental	\$15,000
Sebastian A. Gonzales DDS	\$10,000
Xia L. Liu Prof Dent Corp	\$15,000
Total	<u>\$55,000</u>

The FY2013-14 to FY2015-16 contract renewal does not change any terms, compensation rates and exercises our renewal option to continue to use the County Network and only reduces the contract maximum limits each year due to the lower number of eligible Dentists listed for another three contract years.

MISP pays medical claims to the dentists, approved under Agenda Item Number 3-54, dated May 10, 2013 which authorizes MISP and RCHC to pay medical services without securing competitive bids in accordance with Ordinance 459-4.

These agreements compensate at Denti-Cal Medi-Cal rates per procedure and sets a maximum annual allowance per client. There are no changes to the previous compensation rates.

The agreements have been approved as to form by County Counsel.

Impact on Citizens and Businesses

Provides unmet dental care needs of the indigent population eligible for MISP and early intervention to address Primary Care needs to reduce Inpatient hospital and emergency room (E.R.) usage. Funding for these services has already been budgeted and there is no new net county cost.

SUPPLEMENTAL:

Additional Fiscal Information

All payments are based on authorized and eligible services.

Contract History and Price Reasonableness

Previous contract total dollars were set at \$385,000 for Primary Care Clinics, and \$125,000 for the Dental Clinics.

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**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

MEDICAL CLINIC AGREEMENT

THIS AGREEMENT is made and entered into between the COUNTY of Riverside, a political subdivision of the State of California, herein referred to as COUNTY and **Borrego Community Health Foundation** herein referred to as CLINIC.

WHEREAS, COUNTY has a legal obligation to provide "medically necessary services," as that term is defined and more particularly set forth in this Agreement (hereinafter referred to as "medical services") to "eligible persons," in accordance with Welfare and Institutions Code Section 17000 et seq.; and

WHEREAS, CLINIC in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed, and prepared to provide medical services; and

WHEREAS, COUNTY and CLINIC wish to cooperate in the operation of a medical services plan to provide medical services to eligible persons;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 12, and Exhibit 1 through 6 attached hereto and incorporated herein.

DEFINITIONS:

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

1.1 "Medical Services" means those medical services rendered on an outpatient basis in accordance with sound medical practice and as required to prevent disability, avoid emergency, or promote wellness. Exhibit 1 is attached and incorporated heretofore.

1.2 "Outpatient Services" means those medical services set forth in Paragraph 1.1 above, rendered by CLINIC away from the hospital inpatient or emergency room environment.

1.3 "Eligible Persons" means those persons who have enrolled in the Medically Indigent Services Program and qualify under the guidelines as approved by the Riverside County Board of Supervisors.

1.4 "Share of Cost" means that dollar amount in excess of the income limit as determined by the eligibility procedures that an individual must pay or obligate on a monthly basis toward the cost of medical services provided in addition to any co-payments owing.

1.5 "Co-payment" means any nominal fee, approved by the Riverside County Board of Supervisors that may be charged to Eligible Persons at the time of service for designated Medical Services.

1.6 "Claim" is defined to be a request for compensation based on medical services rendered which has been filed by CLINIC in this Agreement.

1.7 "RRF" means a Referral Request Form which has been completed with specific information identifying the eligible person, the diagnosis, rate, and permitted treatment along with the number of services and/or date span of services allowed and signed by a designated person, usually the Nurse Practitioner in charge of Provider Relations or the MISP Administrator.

2.0 DUTIES OF CLINICS

2.1 CLINIC agrees to render medical services to any Eligible Person in need of such services and assumes full responsibility for the provision of said services.

2.2 CLINIC shall, at its own expense, provide and maintain facilities, and shall provide allied and supportive paramedical personnel necessary to provide medical services under this Agreement.

2.3 CLINIC shall provide timely access to Medical Services, and provide for reasonable hours of operations. Preventive care and urgent care shall be provided during normal working hours by qualified CLINIC staff acceptable to County Health Administration. Referrals for education services and specialty care will be made to County Public Health clinics and Riverside County Regional Medical Center as needed.

2.4 The medical services provided to Eligible Persons shall be provided by physicians duly licensed to practice medicine in the State of California. The agreement by CLINIC to arrange for the furnishing of such treatment is not to be construed as CLINIC entering into practice of medicine. This provision shall not limit the right of other practitioners or nursing personnel affiliated with or employed by CLINIC to render any and all services within the scope of their professional licensure or certification, as permitted by CLINIC'S rules, regulation, and policies with respect thereto.

2.5 CLINIC shall allow the COUNTY all necessary access to CLINIC'S medical records and personnel (in accordance with CLINIC'S access policies) to allow the COUNTY to determine the appropriateness of medical services rendered and to verify claim of CLINIC.

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

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

- A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
 - B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.
 - C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
 - D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
 - E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person served.
- 2.7 CLINIC agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq, as may be amended from time to time, as incorporated by reference herein. CLINIC agrees to include this Nondiscrimination clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.
- 2.8 CLINIC shall be at risk for the entire cost of medical services rendered to those persons not found to be eligible persons as described in Paragraph 1.3 of this Agreement.

- 2.9 CLINIC hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.
- 2.10 CLINIC shall assist COUNTY in the conduct of any fair hearing conducted by State of California. Such assistance shall be limited to the provision of relevant financial and medical information collected by CLINIC.
- 2.11 CLINIC, in accordance with Welfare and Institutions Code Section 16718, shall provide, at the time treatment is sought:
- A. Individual notice of the availability of reduced cost health care. Proof of individual notice can be established by giving a person a copy of the Medi-Cal General Property Limitations Pamphlet (MC Information Notice 007 (04/12)) and obtaining a signature on the member rights and responsibilities form.
- B. And shall post notices of the procedures for applying for reduced cost health care in all patient waiting rooms. The form of the above mentioned notices shall be provided to CLINIC by COUNTY.
- 2.12 CLINIC shall be at financial risk for the cost of any medical services provided to an eligible person that exceed the reimbursement provided by COUNTY as provided in Paragraph 3.3 including any co-payment obligation or unpaid share of cost owed from an eligible person.
- 2.13 CLINIC agrees to be at risk for all services rendered once the contract maximum is met.
- 2.14 CLINIC shall not deny services to any Eligible Person once the contract dollar maximum amount is met.
- 2.15 CLINIC hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CLINIC'S performance under this Agreement upon reasonable notice to CLINIC and at any reasonable time.
- 2.16 In the event the CLINIC receives payment for services under this contract which were for nonconformance with the terms and conditions herein by the COUNTY, the CLINIC shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CLINIC under any contract with the COUNTY.

- 2.17 The Clinic will assume responsibility to bill all third party payers for client's medical services. The Medically Indigent Services Program (MISP) is the secondary payor if a client is determined to be eligible for any third party payor coverage. If an MISP client receives coverage from any third party payor, including Medicare or Medi-Cal, the clinic is required to bill the third party payor and refund 100 % payment made by MISP on behalf of the client.

3.0 DUTIES OF COUNTY

- 3.1 The obligation of COUNTY under this Agreement is contingent upon receipt by COUNTY of State Funds from the Medically Indigent Services Account pursuant to Welfare and Institutions Code Section 16703, Sections 16940 to 16946 inclusively. In the event that the State of California notifies the COUNTY that such funding is terminated or reduced, the COUNTY and CLINIC shall have the right to immediately terminate or reduce funding for this Agreement as of the date the State notifies the COUNTY of funding reduction or termination. COUNTY shall deliver to CLINIC written notification of such change at least twenty-four (24) hours prior to the effective date of said termination or reduction of funding.
- 3.2 The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- 3.3 COUNTY is not obligated to pay for services unless such medical services are provided under the terms of this Agreement or unless the COUNTY has specifically authorized the medical services and agreed to pay for said services through the issuing of a Request Referral Form.
- 3.4 COUNTY shall reimburse CLINIC for outpatient medical services rendered to Eligible Persons at the lesser of billed charges or Seventy Dollars (\$70.00) per visit. All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC. The maximum amount of this contract for the period of July 1, 2013 to June 30, 2014, shall not exceed the contract amounts of Sixty Five Thousand (\$65,000), with an option to renew annually for up to three one-year periods in amounts not to exceed the program budget limits.
- 3.5 COUNTY will notify CLINICS in writing of the status of each claim, paid, denied or exceeding contract limit. CONTRACTOR shall be entitled to receive payments in accordance with the rates and limits as outlined in this contract, within forty-five (45) days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

- 3.6 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

4.0 GENERAL PROVISIONS

- 4.1 This contract shall be governed and construed in accordance with the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) and Assembly Bill No. 75 (Chapter 1331; Statutes of 1989) in its current form or as amended.
- 4.2 The standards of medical practice and professional duties of CLINIC employees and independent physicians performing primary care medical services under this contract shall be determined by the CLINIC. CLINIC shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CLINIC shall notify COUNTY immediately, in writing, of inability to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.3 CLINIC shall ensure that CLINIC employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CLINIC hereby agrees to notify COUNTY immediately, in writing, of inability of CLINIC or any of CLINIC'S employees, agents and subcontractors to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.4 COPY REQUIRED. A copy of each such license(s), permit(s), approval(s), waiver(s), exemption(s), registration(s), accreditation(s), and certificate(s) shall be provided to MISP Administration upon request. Further, CLINIC hereby agrees to abide by the standards of medical practice of the profession when performing services hereunder.
- 4.5 The CLINIC is, for purposes arising out of this contract, an Independent CLINIC deemed a county clinic or an employee of the COUNTY. It is expressly understood and agreed that the CLINIC shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CLINIC hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CLINIC in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the

services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

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

RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 5.1 CLINIC shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly fulfill its obligation to report on Eligible Persons' accesses to the medical system as outlined in Exhibit 3. All such CLINIC'S shall maintain books and records for at least five (5) years from the termination of this Agreement.

- 5.2 CLINIC agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CLINIC as a result of services performed under this Agreement, except statistical information not identifying any such person. CLINIC shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client or client's representative, any such identifying information to anyone other than authorized COUNTY without prior written authorization from the COUNTY.

For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): The CLINIC in this Agreement is 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 thereto. The CLINIC hereto agrees 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. The CLINIC further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

- 5.3 The CLINIC or subcontractor of the CLINIC relating to the performance of this Agreement must be open to inspection and copying during normal business hours by duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CLINIC. Records shall include, without limitation, eligible person's records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the

cost of operations and income received for Health Care Services rendered to eligible persons. CLINIC shall provide the COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. CLINIC shall maintain its books and records in accordance with general standards for books and record keeping.

- 5.4 CLINIC acknowledges and agrees that information, communications, and documents given by or to COUNTY and meetings involving COUNTY management may be subject to the public records and meetings laws and regulations of the State of California. Documents which are protected from disclosure by applicable law shall remain confidential.
- 5.5 CLINIC shall cooperate with County Quality Assurance and Utilization Review programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CLINIC and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.
- 5.6 In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the County of Riverside within 10 days of notification of award of contract when required by the EDD. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.
- If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

6.0 INDEMNIFICATION AND INSURANCE

- 6.1 CLINIC shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CLINIC, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CLINIC, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CLINIC shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- 6.2 With respect to any action or claim subject to indemnification herein by CLINIC, CLINIC shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CLINIC'S indemnification to COUNTY as set forth herein. CLINIC'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CLINIC written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CLINIC'S expense, for the defense or settlement thereof. CLINIC'S obligation hereunder shall be satisfied when CLINIC has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 6.3 CLINIC shall maintain such insurance and Certificate(s) of Insurance.
- 6.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CLINIC'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.
- 6.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CLINIC from indemnifying the COUNTY to the fullest extent allowed by law.

7.0 TERM AND TERMINATION

- 7.1 The effective date of this Agreement, except as otherwise provided herein, shall be July 1, 2013 and it shall remain in effect to and including June 30, 2014 (a term of twelve- [12] months) unless sooner terminated as provided herein.
- 7.2 Failure of CLINIC or COUNTY, or their officers, agents, or employees to comply with the terms of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving seven (7) days written notice in accordance with paragraph 11.1 of this Agreement.
- 7.3 COUNTY may terminate this Agreement at any time if CLINIC'S license to operate is revoked or suspended, or if CLINIC fails to maintain its status as an authorized provider for Medicare, and Medicaid or if CLINIC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that CLINIC or such agents, subcontractors, or employees may be engaging in a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.
- 7.4 In the event of any termination of this Agreement, prior to June 30, 2014, CLINIC shall be entitled to reimbursement for authorized medical services under this Agreement through and including the effective date of such termination.
- 7.5 TERMINATION: COUNTY may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the CLINIC stating the extent and effective date of termination.

8.0 DELEGATION AND ASSIGNMENT

- 8.1 CLINIC shall not the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CLINIC pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CLINIC to COUNTY pursuant to this Agreement. CLINIC may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CLINIC, including but not limited to, change in the majority ownership, change in the form of CLINIC'S business organization, management of CLINIC, CLINIC'S ownership of other business dealing with CLINIC under this Agreement, or filing of bankruptcy by CLINIC, shall be deemed an assignment for purposes of this paragraph.

This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by CLINIC to obtain or arrange for supplies, technical support, or professional services.

9.0 RESPONSIBILITY FOR CARE

- 9.1 This Agreement is not intended nor shall it construe to affect, except as expressly provided for herein, COUNTY'S or CLINIC'S existing rights, obligations, and responsibilities with respect to care required by or provided to individuals other than eligible persons as defined in Paragraph 1.3 of this Agreement.

10.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

- 10.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.0 WAIVER

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

12.0 FORCE MAJEURE

- 12.1 In the event CLINIC is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CLINIC shall not be held liable to COUNTY for such failure to comply.
- 12.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CLINIC for such failure to comply.

13.0 ENTIRE AGREEMENT

13.1 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.0 CAPTIONS AND PARAGRAPH HEADINGS

14.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement

15.0 NOTICE

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

COUNTY:

Medically Indigent Services Program (MISP)
P.O. Box 9610
Moreno Valley, Ca 92552-9610
Attn: Stephen M. Chu
Hospital Fiscal Officer
Fiscal Department

CLINIC:

Borrego Community Health
Foundation
P.O. 2369
Borrego Springs, Ca 92004
Attn: Bruce Hebets, CEO

15.2 Or to such other address(es) as the parties may hereafter designate:
IN WITNESS WHEREOF, the parties have executed this Agreement.

CLINIC

COUNTY OF RIVERSIDE

By: [Signature]
(Signature)

[Signature]
(Signature)

By: Bruce E Heberts
(Print Name)

JEFF STONE
(Print Name)

CEO
Title

CHAIRMAN, BOARD OF SUPERVISORS
Title

1/27/14
Date

APR 22 2014
Date

ATTEST: **KECIA HARPER-IHEM**

By: [Signature]
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/7/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers:

See attached Board Matrix

Owners:

N/A – Nonprofit Corporation

Stockholders:

N/A

Major Creditors:

American Express

Success EHS – Electronic Health Systems

Borrego Water District

Washington Promenade Square

Borrego Community Health Foundation Board of Director's Matrix

Board Member	Term Expiration	Ethnicity/ Disability	Classification	Business Address	Telephone/Fax
Harry E. Hsley Chairperson	June, 2014	Anglo	Consumer	326 Catarina Drive Borrego Springs, CA 92004	Tel: 760 767-3509 Fax:
Dennis Nourse Vice-Chairperson	June, 2015	Anglo	Consumer	1506 De Anza Drive Borrego Springs, CA 92004	Tel: 760 767-4040 Fax:
Michael Hickok Treasurer	June, 2016	Anglo	Professional	1471 Yaqui Road Borrego Springs, CA 92004	Tel: 949 720-2580 Fax:
Leslie Greathouse Secretary	June, 2016	Anglo	Consumer	P.O. Box 2486 2126 Lazy S Street Borrego Springs, CA 92004	Tel: 858 699-1633 Fax: Cell:
Daniel P. Anderson Trustee	June, 2015	Anglo	Professional	4445-A Magnolia Avenue Riverside, CA 92501	Tel: 951 788-3471 Fax: 951 788-3589
Marcia Anderson, M.D. Trustee	June, 2016	Anglo	Professional	4614 Desert Vista Drive Borrego Springs, Ca 92004	Tel: 760 767-3150 Fax:
Raymond Bolaños Trustee	June, 2015	Hispanic	Consumer	P.O. BOX 332 417 Verbena Dr. Borrego Springs, CA 92004	Tel: 760 767-2560 Fax: 206 919-2560 Cell:
Joe R. Ceja Trustee	June, 2016	Hispanic	Migrant	86-150 Avenue 66 Thermal, CA 92274	Tel: 760 360-1471 Fax:
Lenna Marie Downing Trustee	June, 2015	Anglo	Consumer	P.O. BOX 240 4708 Desert Vista Drive Borrego Springs, Ca 92004	Tel: 760 767-3998 Fax: Cell:

Revised: 08/01/2013

Chuck Kimball Trustee	June, 2016	Anglo	Consumer	P.O. Box 2408 Julian, Ca. 92036	Tel: 760 765-0765 Fax:
Thomas Middleton Trustee	June, 2015	Anglo	Consumer	P.O. Box 1045 1902 Rams Hill Drive Borrego Springs, CA 92004	Tel: 760 767-5211 Fax: Cell:
Dora Murillo Trustee	June, 2014	Hispanic	Consumer	P.O. Box 1262 2767 Country Club Rd Borrego Springs, CA 92004	Tel: 760 767-3569 Fax: Cell:

Resignation Effective:

John Thomas Barrett Trustee – 04/29/2011	N/A	Anglo	Consumer		
Ken Holland Trustee – 07/29/2011	N/A	Anglo	Consumer		
Mary Creske Trustee -January 31, 2013	N/A	Anglo	Consumer		
Carol Will Trustee – 05/31/2013	N/A	Anglo	Consumer		
Nancy Hall Trustee –11/30/ 2013	N/A	Anglo	Consumer		
Patricia Roberts Trustee – October 31, 2013	N/A	Anglo	Consumer		

Deceased:

Seth Brown Chairman Date of Death 10/22/2011	N/A	Anglo	Consumer	414 Catarina Drive Borrego Springs, CA 92004	Tel: Fax: Cell:
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Revised: 08/01/2013

EXHIBIT 1

Riverside County Medically Indigent Services Program (MISP)

MISP Clinic Scope of Services

Reimbursable medical services shall include all services which are medically necessary for alleviation of pain due to, or diagnosis and treatment of, medical conditions which if not diagnosed and treated would lead to partial, temporary, or permanent disability or death. The clinic will be expected to provide integrated, ongoing, acute and chronic medical care and act as the coordinator for all services received by the client.

Some illustrative guidelines for approved services are:

- ❖ Treatment of the condition will increase the ability of the individual to carry out activities of daily living, prevent further deterioration or increase the capability of the patient to perform useful work.
- ❖ Post-hospital discharge follow-up for conditions treated under this program. Outpatient treatment that will shorten or prevent inpatient treatment.
- ❖ Maintenance treatment of chronic conditions wherein the treatment will prevent further deterioration or greater disability.

Reimbursable services with a completed Referral Request Form includes:

- ❖ Chemotherapy and Radiation Therapy
- ❖ Neurological testing and surgery
- ❖ Cardiac and Cardiovascular services including surgery
- ❖ Prosthetic devices, orthotic appliances, and other similar appliances which allow the patient to be serviced in an outpatient setting.
- ❖ Dermatological conditions
- ❖ Dental services necessary to relieve a medical condition

Non-reimbursable services shall include:

- ❖ Acupuncture and chiropractic services
- ❖ Pregnancy related services (refer to Medi-Cal)
- ❖ Adult day care services due to related health complications
- ❖ Extended or long-term care
- ❖ Services for alcoholic asitris or acute alcoholism
- ❖ Mental health, alcoholic or drug abuse services
- ❖ Medical transportation unless prior authorized by the MISP program
- ❖ Diabetic supplies other than insulin, syringes, and blood sugar test strips
- ❖ Food of any nature except as noted above

EXHIBIT 2

Riverside County Medically Indigent Services Program (MISP)

MISP Eligibility Criteria

Under Section 17000 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are:

1. Client must be able to show proof that he/she has been a resident of Riverside County for 30 or more days.
2. Client must complete an MISP application form
3. Client must be an adult between the ages of 21 to 64
4. Client must be able to show proof of income
5. Client must show proof of identity
6. Client must not have a valid visitor's visa
7. Client must not be in Riverside County for the sole purpose of rehabilitation

MISP Financial Guidelines:

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Levels (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP has adopted 100% of FPL as the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable.

Household size is limited to eight (8) related or non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs or declarations of support.

The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP Co-Payment Schedule:

A **co-payment**, due at the time services are received, has been implemented. The schedule of co-pays is as follows:

- \$ 2.00** Per prescription
- \$ 5.00** Per outpatient visit such as doctors or special visits
- \$10.00** Per Emergency Room Visit

EXHIBIT 3

Riverside County Medically Indigent Services Program (MISP)

COUNTY OF RIVERSIDE-FISCAL INTERMEDIARY SERVICES CLAIMS SUBMISSION REQUIREMENTS AND REQUIREMENTS FOR SUBMISSION OF ACCESS DATA

Claims Submission Requirements:

Claims shall be submitted using a HCFA 1500 or its successor form.

Information on the claims shall include at a minimum:

- ✓ Clinic name and address as it appears in the contract document.
- ✓ National Provider Identifier
- ✓ Patient name and address
- ✓ Patient social security number or Contact ID
- ✓ Clinic medical record number
- ✓ Date services was rendered
- ✓ Diagnostic information, primary and secondary, including ICD9 Codes
- ✓ Procedure and amount billed with CPT4 codes

Claims shall be submitted in a timely fashion defined as within 30 days of the date of services.

Appeals for reimbursement shall be filed in writing with supporting documentation within 60 days of the date of denial notice as evidenced by the date on the Explanation of Benefits (EOB).

Claims submission required data is to support the County requirement for State reporting as set forth below.

MICRS Reporting Data Requirements:

At a minimum the information must include:

1. Socio-Demographic Data:
 - ZIP codes of Patients' Residence
 - Age Group Data
 - Gender
 - Race/Ethnicity:
 - White
 - Black
 - Hispanic or Latino
 - Native American/Eskimo/Aleutian
 - Asian/Pacific Islander
 - Other
 - Unknown

- Family Size
- Previous Month Income
- Source of Income:
 - Earned through employment
 - Disability, workers' compensation
 - Retirement
 - General or public assistance
 - Other source such as VA benefits, interest, dividends, rent, child support, alimony, unemployment
 - Unknown source of income
 - None
- Type of Employment:
 - Agricultural
 - Service/Sales
 - Labor/Production
 - Professional/Technical
 - Unknown

2. Outpatient Service Data

- Three major categories:
 - General Outpatient Visits
 - Ambulatory Surgery Visits
 - Dental Visits

- General Outpatient Visits:

Ambulatory (outpatient) service center: clinics, physicians' offices, other non-physician provider services, hospital outpatient departments

- Ambulatory Surgery Visits:

Services provided in separately identifiable outpatient surgery room or ambulatory surgical facility not requiring an inpatient bed. One visit is counted for each patient undergoing outpatient surgery, regardless of the number of surgical procedures performed at one time.

Current Procedural Terminology (CPT) codes range from 10040 to 69979.

Follow up visits subsequent to outpatient surgery are reported as general outpatient visits.

- Dental Visits:

Report as a dental visit if the patient was seen by a dentist or dental hygienist who provided services related to the teeth, oral cavity, and associated structures.

If both a dentist and hygienist saw the patient on the same day, report it as one visit.

- Outpatient Service Settings:
 - Hospital Emergency Department: a licensed department within an acute care hospital
 - Hospital Outpatient Department: a hospital or medical service setting owned or operated by a hospital
 - Freestanding clinic/Health Center
 - Physician or Dentist Office
 - Other Service Settings

3. AIDS Patients

- Provides information on the utilization and expenditures/payment for county indigents diagnosed with AIDS. The ICD-9 code for these patients is 042.
- Data elements:
 - AIDS patient demographics (See Sec. 1 above.)
 - AIDS inpatient accesses
 - Number of discharges
 - Total Inpatient days
 - Inpatient Expenditures
 - AIDS outpatient accesses
 - Number of outpatient visits
 - Outpatient Expenditures
 - AIDS Emergency Department Accesses
 - Emergency Department Expenditures

EXHIBIT 5

Riverside County Medically Indigent Services Program (MISP)

Annual Clinic Allocation and Claims Processing

Amounts awarded in this exhibit are on a "not to exceed" basis with additional funding being awarded only upon specific request and review of program expenditures within all areas of service including the County Regional Medical Center and County Public Health Clinic System.

Claims for services rendered are processed against the contract amount below and notification is made to the Clinic when the amount is 85%, 95%, and 100% expended. Claims may be denied for lack of client or services eligibility or services rendered outside the scope of an approved Referral Request Form. (See Exhibit 1 with this contract).

Denied claims may be appealed in writing within 60 calendar day of the date on the Explanation of Benefits indicating a denial. Appeals of denials must contain sufficient supporting documentation. All appeals will be responded to within 14 calendar days of receipt as indicated by the date stamp in the MISP/FIS mailroom.

Current contract amount is as follows:

Borrego Community Health Foundation	\$65,000
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EXHIBIT 6

Riverside County Medically Indigent Services Program (MISP)

Insurance Requirements

Without limiting or diminishing the CLINIC'S obligation to indemnify or hold the COUNTY harmless, CLINIC shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

WORKERS' COMPENSATION:

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

COMMERCIAL GENERAL LIABILITY:

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

VEHICLE LIABILITY:

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

PROFESSIONAL LIABILITY INSURANCE:

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

GENERAL INSURANCE PROVISIONS - ALL LINES:

- (A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (B) The CLINIC'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CLINIC'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (C) CLINIC shall cause CLINIC'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly

executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CLINIC shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance**

- (D) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- (E) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CLINIC has become inadequate.
- (F) CLINIC shall pass down the insurance obligations contained herein to all tiers of subclinics working under this Agreement.
- (G) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

MEDICAL CLINIC AGREEMENT

THIS AGREEMENT is made and entered into between the COUNTY of Riverside, a political subdivision of the State of California, herein referred to as COUNTY and Clinicas de Salud del Pueblo Inc. herein referred to as CLINIC.

WHEREAS, COUNTY has a legal obligation to provide "medically necessary services," as that term is defined and more particularly set forth in this Agreement (hereinafter referred to as "medical services") to "eligible persons," in accordance with Welfare and Institutions Code Section 17000 et seq.; and

WHEREAS, CLINIC in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed, and prepared to provide medical services; and

WHEREAS, COUNTY and CLINIC wish to cooperate in the operation of a medical services plan to provide medical services to eligible persons;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 12, and Exhibit 1 through 6 attached hereto and incorporated herein.

DEFINITIONS:

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

1.1 "Medical Services" means those medical services rendered on an outpatient basis in accordance with sound medical practice and as required to prevent disability, avoid emergency, or promote wellness. Exhibit 1 is attached and incorporated heretofore.

1.2 "Outpatient Services" means those medical services set forth in Paragraph 1.1 above, rendered by CLINIC away from the hospital inpatient or emergency room environment.

1.3 "Eligible Persons" means those persons who have enrolled in the Medically Indigent Services Program and qualify under the guidelines as approved by the Riverside County Board of Supervisors.

1.4 "Share of Cost" means that dollar amount in excess of the income limit as determined by the eligibility procedures that an individual must pay or obligate on a monthly basis toward the cost of medical services provided in addition to any co-payments owing.

1.5 "Co-payment" means any nominal fee, approved by the Riverside County Board of Supervisors that may be charged to Eligible Persons at the time of service for designated Medical Services.

1.6 "Claim" is defined to be a request for compensation based on medical services rendered which has been filed by CLINIC in this Agreement.

1.7 "RRF" means a Referral Request Form which has been completed with specific information identifying the eligible person, the diagnosis, rate, and permitted treatment along with the number of services and/or date span of services allowed and signed by a designated person, usually the Nurse Practitioner in charge of Provider Relations or the MISP Administrator.

2.0 DUTIES OF CLINICS

2.1 CLINIC agrees to render medical services to any Eligible Person in need of such services and assumes full responsibility for the provision of said services.

2.2 CLINIC shall, at its own expense, provide and maintain facilities, and shall provide allied and supportive paramedical personnel necessary to provide medical services under this Agreement.

2.3 CLINIC shall provide timely access to Medical Services, and provide for reasonable hours of operations. Preventive care and urgent care shall be provided during normal working hours by qualified CLINIC staff acceptable to County Health Administration. Referrals for education services and specialty care will be made to County Public Health clinics and Riverside County Regional Medical Center as needed.

2.4 The medical services provided to Eligible Persons shall be provided by physicians duly licensed to practice medicine in the State of California. The agreement by CLINIC to arrange for the furnishing of such treatment is not to be construed as CLINIC entering into practice of medicine. This provision shall not limit the right of other practitioners or nursing personnel affiliated with or employed by CLINIC to render any and all services within the scope of their professional licensure or certification, as permitted by CLINIC'S rules, regulation, and policies with respect thereto.

2.5 CLINIC shall allow the COUNTY all necessary access to CLINIC'S medical records and personnel (in accordance with CLINIC'S access policies) to allow the COUNTY to determine the appropriateness of medical services rendered and to verify claim of CLINIC.

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

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

- A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
 - B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.
 - C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
 - D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
 - E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person served.
- 2.7 CLINIC agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq, as may be amended from time to time, as incorporated by reference herein. CLINIC agrees to include this Nondiscrimination clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.
- 2.8 CLINIC shall be at risk for the entire cost of medical services rendered to those persons not found to be eligible persons as described in Paragraph 1.3 of this Agreement.

- 2.9 CLINIC hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.
- 2.10 CLINIC shall assist COUNTY in the conduct of any fair hearing conducted by State of California. Such assistance shall be limited to the provision of relevant financial and medical information collected by CLINIC.
- 2.11 CLINIC, in accordance with Welfare and Institutions Code Section 16718, shall provide, at the time treatment is sought:
- A. Individual notice of the availability of reduced cost health care. Proof of individual notice can be established by giving a person a copy of the Medi-Cal General Property Limitations Pamphlet (MC Information Notice 007 (04/12)) and obtaining a signature on the member rights and responsibilities form.
- B. And shall post notices of the procedures for applying for reduced cost health care in all patient waiting rooms. The form of the above mentioned notices shall be provided to CLINIC by COUNTY.
- 2.12 CLINIC shall be at financial risk for the cost of any medical services provided to an eligible person that exceed the reimbursement provided by COUNTY as provided in Paragraph 3.3 including any co-payment obligation or unpaid share of cost owed from an eligible person.
- 2.13 CLINIC agrees to be at risk for all services rendered once the contract maximum is met.
- 2.14 CLINIC shall not deny services to any Eligible Person once the contract dollar maximum amount is met.
- 2.15 CLINIC hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CLINIC'S performance under this Agreement upon reasonable notice to CLINIC and at any reasonable time.
- 2.16 In the event the CLINIC receives payment for services under this contract which were for nonconformance with the terms and conditions herein by the COUNTY, the CLINIC shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CLINIC under any contract with the COUNTY.

- 2.17 The Clinic will assume responsibility to bill all third party payers for client's medical services. The Medically Indigent Services Program (MISP) is the secondary payor if a client is determined to be eligible for any third party payor coverage. If an MISP client receives coverage from any third party payor, including Medicare or Medi-Cal, the clinic is required to bill the third party payor and refund 100 % payment made by MISP on behalf of the client.

3.0 DUTIES OF COUNTY

- 3.1 The obligation of COUNTY under this Agreement is contingent upon receipt by COUNTY of State Funds from the Medically Indigent Services Account pursuant to Welfare and Institutions Code Section 16703, Sections 16940 to 16946 inclusively. In the event that the State of California notifies the COUNTY that such funding is terminated or reduced, the COUNTY and CLINIC shall have the right to immediately terminate or reduce funding for this Agreement as of the date the State notifies the COUNTY of funding reduction or termination. COUNTY shall deliver to CLINIC written notification of such change at least twenty-four (24) hours prior to the effective date of said termination or reduction of funding.
- 3.2 The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- 3.3 COUNTY is not obligated to pay for services unless such medical services are provided under the terms of this Agreement or unless the COUNTY has specifically authorized the medical services and agreed to pay for said services through the issuing of a Request Referral Form.
- 3.4 COUNTY shall reimburse CLINIC for outpatient medical services rendered to Eligible Persons at the lesser of billed charges or Seventy Dollars (\$70.00) per visit. All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC. The maximum amount of this contract for the period of **July 1, 2013 to June 30, 2014**, shall not exceed the contract amounts of Ten Thousand (\$10,000), with an option to renew annually for up to three one-year periods in amounts not to exceed the program budget limits.
- 3.5 COUNTY will notify CLINICS in writing of the status of each claim, paid, denied or exceeding contract limit. CONTRACTOR shall be entitled to receive payments in accordance with the rates and limits as outlined in this contract, within forty-five (45) days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

- 3.6 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

4.0 GENERAL PROVISIONS

- 4.1 This contract shall be governed and construed in accordance with the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) and Assembly Bill No. 75 (Chapter 1331; Statutes of 1989) in its current form or as amended.
- 4.2 The standards of medical practice and professional duties of CLINIC employees and independent physicians performing primary care medical services under this contract shall be determined by the CLINIC. CLINIC shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CLINIC shall notify COUNTY immediately, in writing, of inability to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.3 CLINIC shall ensure that CLINIC employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CLINIC hereby agrees to notify COUNTY immediately, in writing, of inability of CLINIC or any of CLINIC'S employees, agents and subcontractors to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.4 COPY REQUIRED. A copy of each such license(s), permit(s), approval(s), waiver(s), exemption(s), registration(s), accreditation(s), and certificate(s) shall be provided to MISP Administration upon request. Further, CLINIC hereby agrees to abide by the standards of medical practice of the profession when performing services hereunder.
- 4.5 The CLINIC is, for purposes arising out of this contract, an Independent CLINIC deemed a county clinic or an employee of the COUNTY. It is expressly understood and agreed that the CLINIC shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CLINIC hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CLINIC in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the

services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- 4.6 CLINIC and CLINIC'S employees shall have no interest, and shall nor acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 5.1 CLINIC shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly fulfill its obligation to report on Eligible Persons' accesses to the medical system as outlined in Exhibit 3. All such CLINIC'S shall maintain books and records for at least five (5) years from the termination of this Agreement.
- 5.2 CLINIC agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CLINIC as a result of services performed under this Agreement, except statistical information not identifying any such person. CLINIC shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client or client's representative, any such identifying information to anyone other than authorized COUNTY without prior written authorization from the COUNTY.
For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): The CLINIC in this Agreement is 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 thereto. The CLINIC hereto agrees 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. The CLINIC further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.
- 5.3 The CLINIC or subcontractor of the CLINIC relating to the performance of this Agreement must be open to inspection and copying during normal business hours by duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CLINIC. Records shall include, without limitation, eligible person's records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the

cost of operations and income received for Health Care Services rendered to eligible persons. CLINIC shall provide the COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. CLINIC shall maintain its books and records in accordance with general standards for books and record keeping.

5.4 CLINIC acknowledges and agrees that information, communications, and documents given by or to COUNTY and meetings involving COUNTY management may be subject to the public records and meetings laws and regulations of the State of California. Documents which are protected from disclosure by applicable law shall remain confidential.

5.5 CLINIC shall cooperate with County Quality Assurance and Utilization Review programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CLINIC and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

5.6 In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the County of Riverside within 10 days of notification of award of contract when required by the EDD.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

6.0 INDEMNIFICATION AND INSURANCE

- 6.1 CLINIC shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CLINIC, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CLINIC, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CLINIC shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- 6.2 With respect to any action or claim subject to indemnification herein by CLINIC, CLINIC shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CLINIC'S indemnification to COUNTY as set forth herein. CLINIC'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CLINIC written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CLINIC'S expense, for the defense or settlement thereof. CLINIC'S obligation hereunder shall be satisfied when CLINIC has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 6.3 CLINIC shall maintain such insurance and Certificate(s) of Insurance.
- 6.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CLINIC'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.
- 6.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CLINIC from indemnifying the COUNTY to the fullest extent allowed by law.

7.0 TERM AND TERMINATION

- 7.1 The effective date of this Agreement, except as otherwise provided herein, shall be July 1, 2013 and it shall remain in effect to and including June 30, 2014 (a term of twelve- [12] months) unless sooner terminated as provided herein.
- 7.2 Failure of CLINIC or COUNTY, or their officers, agents, or employees to comply s of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving seven (7) days written notice in accordance with paragraph 11.1 of this Agreement.
- 7.3 COUNTY may terminate this Agreement at any time if CLINIC'S license to operate is revoked or suspended, or if CLINIC fails to maintain its status as an authorized provider for Medicare, and Medical or if CLINIC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that CLINIC or such agents, subcontractors, or employees may be engaging in a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.
- 7.4 In the event of any termination of this Agreement, prior to June 30, 2014, CLINIC shall be entitled to reimbursement for authorized medical services under this Agreement through and including the effective date of such termination.
- 7.5 TERMINATION: COUNTY may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the CLINIC stating the extent and effective date of termination.

8.0 DELEGATION AND ASSIGNMENT

- 8.1 CLINIC shall not the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CLINIC pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CLINIC to COUNTY pursuant to this Agreement. CLINIC may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CLINIC, including but not limited to, change in the majority ownership, change in the form of CLINIC'S business organization, management of CLINIC, CLINIC'S ownership of other business dealing with CLINIC under this Agreement, or filing of bankruptcy by CLINIC, shall be deemed an assignment for purposes of this paragraph.

This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by CLINIC to obtain or arrange for supplies, technical support, or professional services.

9.0 RESPONSIBILITY FOR CARE

9.1 This Agreement is not intended nor shall it construe to affect, except as expressly provided for herein, COUNTY'S or CLINIC'S existing rights, obligations, and responsibilities with respect to care required by or provided to individuals other than eligible persons as defined in Paragraph 1.3 of this Agreement.

10.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

10.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.0 WAIVER

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

12.0 FORCE MAJEURE

12.1 In the event CLINIC is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CLINIC shall not be held liable to COUNTY for such failure to comply.

12.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CLINIC for such failure to comply.

13.0 ENTIRE AGREEMENT

13.1 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.0 CAPTIONS AND PARAGRAPH HEADINGS

14.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement

15.0 NOTICE

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

COUNTY:

Medically Indigent Services Program (MISP)
P.O. Box 9610
Moreno Valley, Ca 92552-9610
Attn: Stephen M. Chu
Hospital Fiscal Officer
Fiscal Department

CLINIC:

Clínicas de Salud Del Pueblo, Inc
1166 L Street
Brawley, Ca 92227
Yvonne Bell, CEO

15.2 Or to such other address(es) as the parties may hereafter designate:
IN WITNESS WHEREOF, the parties have executed this Agreement.

CLINIC

COUNTY OF RIVERSIDE

By: Yvonne Bell
(Signature)

Jeff Stone
(Signature)

By: Yvonne Bell
(Print Name)

JEFF STONE
(Print Name)

Chief Executive Officer
Title

CHAIRMAN, BOARD OF SUPERVISORS
Title

11/13/2013
Date

APR 22 2014
Date

ATTEST: **KECIA HARPER-IHEM**

By: Kecia Harper-Ihem
Deputy

(SEAL)

APPROVED AS TO FORM:

By: Walter Jones
Deputy County Counsel

4/3/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers:

Miguel Miranda	<i>President</i>
Nidia Carranza	<i>Vice President</i>
Georgina Montano	<i>Secretary</i>
Rebecca T. Baxter	<i>Treasurer</i>
Eugene Bumbera	<i>Director at Large</i>
Victor M. Nava	<i>Board of Director</i>
Juan De Lara	<i>Board of Director</i>
Raymond Leon	<i>Board of Director</i>
Shirley Chronister	<i>Board of Director</i>
Rosendo Garcia	<i>Board of Director</i>
Jessie De Los Santos	<i>Board of Director</i>
Alma Estrada	<i>Board of Director</i>
Isidoro Romero	<i>Board of Director</i>

Owners: N/A

Stockholders: N/A

Major Creditors: N/A

EXHIBIT 1

Riverside County Medically Indigent Services Program (MISP)

MISP Clinic Scope of Services

Reimbursable medical services shall include all services which are medically necessary for alleviation of pain due to, or diagnosis and treatment of, medical conditions which if not diagnosed and treated would lead to partial, temporary, or permanent disability or death. The clinic will be expected to provide integrated, ongoing, acute and chronic medical care and act as the coordinator for all services received by the client.

Some illustrative guidelines for approved services are:

- ❖ Treatment of the condition will increase the ability of the individual to carry out activities of daily living, prevent further deterioration or increase the capability of the patient to perform useful work.
- ❖ Post-hospital discharge follow-up for conditions treated under this program. Outpatient treatment that will shorten or prevent inpatient treatment.
- ❖ Maintenance treatment of chronic conditions wherein the treatment will prevent further deterioration or greater disability.

Reimbursable services with a completed Referral Request Form includes:

- ❖ Chemotherapy and Radiation Therapy
- ❖ Neurological testing and surgery
- ❖ Cardiac and Cardiovascular services including surgery
- ❖ Prosthetic devices, orthotic appliances, and other similar appliances which allow the patient to be serviced in an outpatient setting.
- ❖ Dermatological conditions
- ❖ Dental services necessary to relieve a medical condition

Non-reimbursable services shall include:

- ❖ Acupuncture and chiropractic services
- ❖ Pregnancy related services (refer to Medi-Cal)
- ❖ Adult day care services due to related health complications
- ❖ Extended or long-term care
- ❖ Services for alcoholic gastritis or acute alcoholism
- ❖ Mental health, alcoholic or drug abuse services
- ❖ Medical transportation unless prior authorized by the MISP program
- ❖ Diabetic supplies other than insulin, syringes, and blood sugar test strips
- ❖ Food of any nature except as noted above

EXHIBIT 2

Riverside County Medically Indigent Services Program (MISP)

MISP Eligibility Criteria

Under Section 17000 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are:

1. Client must be able to show proof that he/she has been a resident of Riverside County for 30 or more days.
2. Client must complete an MISP application form
3. Client must be an adult between the ages of 21 to 64
4. Client must be able to show proof of income
5. Client must show proof of identity
6. Client must not have a valid visitor's visa
7. Client must not be in Riverside County for the sole purpose of rehabilitation

MISP Financial Guidelines:

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Levels (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP has adopted 100% of FPL as the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable.

Household size is limited to eight (8) related or non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs or declarations of support.

The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP Co-Payment Schedule:

A co-payment, due at the time services are received, has been implemented.

The schedule of co-pays is as follows:

\$ 2.00 Per prescription

\$ 5.00 Per outpatient visit such as doctors or special visits

\$10.00 Per Emergency Room Visit

EXHIBIT 3

Riverside County Medically Indigent Services Program (MISP)

COUNTY OF RIVERSIDE-FISCAL INTERMEDIARY SERVICES CLAIMS SUBMISSION REQUIREMENTS AND REQUIREMENTS FOR SUBMISSION OF ACCESS DATA

Claims Submission Requirements:

Claims shall be submitted using a HCFA 1500 or its successor form.

Information on the claims shall include at a minimum:

- ✓ Clinic name and address as it appears in the contract document.
- ✓ National Provider Identifier
- ✓ Patient name and address
- ✓ Patient social security number or Contact ID
- ✓ Clinic medical record number
- ✓ Date services was rendered
- ✓ Diagnostic information, primary and secondary, including ICD9 Codes
- ✓ Procedure and amount billed with CPT4 codes

Claims shall be submitted in a timely fashion defined as within 30 days of the date of services.

Appeals for reimbursement shall be filed in writing with supporting documentation within 60 days of the date of denial notice as evidenced by the date on the Explanation of Benefits (EOB).

Claims submission required data is to support the County requirement for State reporting as set forth below.

MICRS Reporting Data Requirements:

At a minimum the information must include:

1. Socio-Demographic Data:
 - ZIP codes of Patients' Residence
 - Age Group Data
 - Gender
 - Race/Ethnicity:
 - White
 - Black
 - Hispanic or Latino
 - Native American/Eskimo/Aleutian
 - Asian/Pacific Islander
 - Other
 - Unknown

- Family Size
- Previous Month Income
- Source of Income:
 - Earned through employment
 - Disability, workers' compensation
 - Retirement
 - General or public assistance
 - Other source such as VA benefits, interest, dividends, rent, child support, alimony, unemployment
 - Unknown source of income
 - None
- Type of Employment:
 - Agricultural
 - Service/Sales
 - Labor/Production
 - Professional/Technical
 - Unknown

2. Outpatient Service Data

- Three major categories:
 - General Outpatient Visits
 - Ambulatory Surgery Visits
 - Dental Visits

- General Outpatient Visits:

Ambulatory (outpatient) service center: clinics, physicians' offices, other non-physician provider services, hospital outpatient departments

- Ambulatory Surgery Visits:

Services provided in separately identifiable outpatient surgery room or ambulatory surgical facility not requiring an inpatient bed. One visit is counted for each patient undergoing outpatient surgery, regardless of the number of surgical procedures performed at one time.

Current Procedural Terminology (CPT) codes range from 10040 to 69979.

Follow up visits subsequent to outpatient surgery are reported as general outpatient visits.

- Dental Visits:

Report as a dental visit if the patient was seen by a dentist or dental hygienist who provided services related to the teeth, oral cavity, and associated structures.

If both a dentist and hygienist saw the patient on the same day, report it as one visit.

➤ Outpatient Service Settings:

Hospital Emergency Department: a licensed department within an acute care hospital

Hospital Outpatient Department: a hospital or medical service setting owned or operated by a hospital

Freestanding clinic/Health Center

Physician or Dentist Office

Other Service Settings

3. AIDS Patients

➤ Provides information on the utilization and expenditures/payment for county indigents diagnosed with AIDS. The ICD-9 code for these patients is 042.

➤ Data elements:

AIDS patient demographics (See Sec. 1 above.)

AIDS inpatient accesses

Number of discharges

Total Inpatient days

Inpatient Expenditures

AIDS outpatient accesses

Number of outpatient visits

Outpatient Expenditures

AIDS Emergency Department Accesses

Emergency Department Expenditures

EXHIBIT 5

Riverside County Medically Indigent Services Program (MISP)

Annual Clinic Allocation and Claims Processing

Amounts awarded in this exhibit are on a "not to exceed" basis with additional funding being awarded only upon specific request and review of program expenditures within all areas of service including the County Regional Medical Center and County Public Health Clinic System.

Claims for services rendered are processed against the contract amount below and notification is made to the Clinic when the amount is 85%, 95%, and 100% expended. Claims may be denied for lack of client or services eligibility or services rendered outside the scope of an approved Referral Request Form. (See Exhibit 1 with this contract).

Denied claims may be appealed in writing within 60 calendar day of the date on the Explanation of Benefits indicating a denial. Appeals of denials must contain sufficient supporting documentation. All appeals will be responded to within 14 calendar days of receipt as indicated by the date stamp in the MISP/FIS mailroom.

Current contract amount is as follows:

Clínicas de Salud Del Pueblo Inc.	\$10,000
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EXHIBIT 6

Riverside County Medically Indigent Services Program (MISP)

Insurance Requirements

Without limiting or diminishing the CLINIC'S obligation to indemnify or hold the COUNTY harmless, CLINIC shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

WORKERS' COMPENSATION:

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

COMMERCIAL GENERAL LIABILITY:

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

VEHICLE LIABILITY:

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

PROFESSIONAL LIABILITY INSURANCE:

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

GENERAL INSURANCE PROVISIONS - ALL LINES:

- (A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (B) The CLINIC'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CLINIC'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (C) CLINIC shall cause CLINIC'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly

executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CLINIC shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance***

- (D) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- (E) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CLINIC has become inadequate.
- (F) CLINIC shall pass down the insurance obligations contained herein to all tiers of subclinics working under this Agreement.
- (G) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

MEDICAL CLINIC AGREEMENT

THIS AGREEMENT is made and entered into between the COUNTY of Riverside, a political subdivision of the State of California, herein referred to as COUNTY and Desert AIDS Project herein referred to as CLINIC.

WHEREAS, COUNTY has a legal obligation to provide "medically necessary services," as that term is defined and more particularly set forth in this Agreement (hereinafter referred to as "medical services") to "eligible persons," in accordance with Welfare and Institutions Code Section 17000 et seq.; and

WHEREAS, CLINIC in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed, and prepared to provide medical services; and

WHEREAS, COUNTY and CLINIC wish to cooperate in the operation of a medical services plan to provide medical services to eligible persons;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 12, and Exhibit 1 through 6 attached hereto and incorporated herein.

DEFINITIONS:

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

1.1 "Medical Services" means those medical services rendered on an outpatient basis in accordance with sound medical practice and as required to prevent disability, avoid emergency, or promote wellness. Exhibit 1 is attached and incorporated heretofore.

1.2 "Outpatient Services" means those medical services set forth in Paragraph 1.1 above, rendered by CLINIC away from the hospital inpatient or emergency room environment.

1.3 "Eligible Persons" means those persons who have enrolled in the Medically Indigent Services Program and qualify under the guidelines as approved by the Riverside County Board of Supervisors.

1.4 "Share of Cost" means that dollar amount in excess of the income limit as determined by the eligibility procedures that an individual must pay or obligate on a monthly basis toward the cost of medical services provided in addition to any co-payments owing.

1.5 "Co-payment" means any nominal fee, approved by the Riverside County Board of Supervisors that may be charged to Eligible Persons at the time of service for designated Medical Services.

1.6 "Claim" is defined to be a request for compensation based on medical services rendered which has been filed by CLINIC in this Agreement.

1.7 "RRF" means a Referral Request Form which has been completed with specific information identifying the eligible person, the diagnosis, rate, and permitted treatment along with the number of services and/or date span of services allowed and signed by a designated person, usually the Nurse Practitioner in charge of Provider Relations or the MISP Administrator.

2.0 DUTIES OF CLINICS

2.1 CLINIC agrees to render medical services to any Eligible Person in need of such services and assumes full responsibility for the provision of said services.

2.2 CLINIC shall, at its own expense, provide and maintain facilities, and shall provide allied and supportive paramedical personnel necessary to provide medical services under this Agreement.

2.3 CLINIC shall provide timely access to Medical Services, and provide for reasonable hours of operations. Preventive care and urgent care shall be provided during normal working hours by qualified CLINIC staff acceptable to County Health Administration. Referrals for education services and specialty care will be made to County Public Health clinics and Riverside County Regional Medical Center as needed.

2.4 The medical services provided to Eligible Persons shall be provided by physicians duly licensed to practice medicine in the State of California. The agreement by CLINIC to arrange for the furnishing of such treatment is not to be construed as CLINIC entering into practice of medicine. This provision shall not limit the right of other practitioners or nursing personnel affiliated with or employed by CLINIC to render any and all services within the scope of their professional licensure or certification, as permitted by CLINIC'S rules, regulation, and policies with respect thereto.

2.5 CLINIC shall allow the COUNTY all necessary access to CLINIC'S medical records and personnel (in accordance with CLINIC'S access policies) to allow the COUNTY to determine the appropriateness of medical services rendered and to verify claim of CLINIC.

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

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

- A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
 - B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.
 - C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
 - D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
 - E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person served.
- 2.7 CLINIC agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq, as may be amended from time to time, as incorporated by reference herein. CLINIC agrees to include this Nondiscrimination clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.
- 2.8 CLINIC shall be at risk for the entire cost of medical services rendered to those persons not found to be eligible persons as described in Paragraph 1.3 of this Agreement.

- 2.9 CLINIC hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.
- 2.10 CLINIC shall assist COUNTY in the conduct of any fair hearing conducted by State of California. Such assistance shall be limited to the provision of relevant financial and medical information collected by CLINIC.
- 2.11 CLINIC, in accordance with Welfare and Institutions Code Section 16718, shall provide, at the time treatment is sought:
- A. Individual notice of the availability of reduced cost health care. Proof of individual notice can be established by giving a person a copy of the Medi-Cal General Property Limitations Pamphlet (MC Information Notice 007 (04/12)) and obtaining a signature on the member rights and responsibilities form.
 - B. And shall post notices of the procedures for applying for reduced cost health care in all patient waiting rooms. The form of the above mentioned notices shall be provided to CLINIC by COUNTY.
- 2.12 CLINIC shall be at financial risk for the cost of any medical services provided to an eligible person that exceed the reimbursement provided by COUNTY as provided in Paragraph 3.3 including any co-payment obligation or unpaid share of cost owed from an eligible person.
- 2.13 CLINIC agrees to be at risk for all services rendered once the contract maximum is met.
- 2.14 CLINIC shall not deny services to any Eligible Person once the contract dollar maximum amount is met.
- 2.15 CLINIC hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CLINIC'S performance under this Agreement upon reasonable notice to CLINIC and at any reasonable time.
- 2.16 In the event the CLINIC receives payment for services under this contract which were for nonconformance with the terms and conditions herein by the COUNTY, the CLINIC shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CLINIC under any contract with the COUNTY.

- 2.17 The Clinic will assume responsibility to bill all third party payers for client's medical services. The Medically Indigent Services Program (MISP) is the secondary payor if a client is determined to be eligible for any third party payor coverage. If an MISP client receives coverage from any third party payor, including Medicare or Medi-Cal, the clinic is required to bill the third party payor and refund 100 % payment made by MISP on behalf of the client.

3.0 DUTIES OF COUNTY

- 3.1 The obligation of COUNTY under this Agreement is contingent upon receipt by COUNTY of State Funds from the Medically Indigent Services Account pursuant to Welfare and Institutions Code Section 16703, Sections 16940 to 16946 inclusively. In the event that the State of California notifies the COUNTY that such funding is terminated or reduced, the COUNTY and CLINIC shall have the right to immediately terminate or reduce funding for this Agreement as of the date the State notifies the COUNTY of funding reduction or termination. COUNTY shall deliver to CLINIC written notification of such change at least twenty-four (24) hours prior to the effective date of said termination or reduction of funding.
- 3.2 The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- 3.3 COUNTY is not obligated to pay for services unless such medical services are provided under the terms of this Agreement or unless the COUNTY has specifically authorized the medical services and agreed to pay for said services through the issuing of a Request Referral Form.
- 3.4 COUNTY shall reimburse CLINIC for outpatient medical services rendered to Eligible Persons at the lesser of billed charges or Seventy Dollars (\$70.00) per visit. All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC. The maximum amount of this contract for the period of July 1, 2013 to June 30, 2014, shall not exceed the contract amounts of Twenty Four Thousand (\$24,000), with an option to renew annually for up to three one-year periods in amounts not to exceed the program budget limits.
- 3.5 COUNTY will notify CLINICS in writing of the status of each claim, paid, denied or exceeding contract limit. CONTRACTOR shall be entitled to receive payments in accordance with the rates and limits as outlined in this contract, within forty-five (45) days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

- 3.6 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

4.0 GENERAL PROVISIONS

- 4.1 This contract shall be governed and construed in accordance with the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) and Assembly Bill No. 75 (Chapter 1331; Statutes of 1989) in its current form or as amended.
- 4.2 The standards of medical practice and professional duties of CLINIC employees and independent physicians performing primary care medical services under this contract shall be determined by the CLINIC. CLINIC shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CLINIC shall notify COUNTY immediately, in writing, of inability to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.3 CLINIC shall ensure that CLINIC employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CLINIC hereby agrees to notify COUNTY immediately, in writing, of inability of CLINIC or any of CLINIC'S employees, agents and subcontractors to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.4 COPY REQUIRED. A copy of each such license(s), permit(s), approval(s), waiver(s), exemption(s), registration(s), accreditation(s), and certificate(s) shall be provided to MISP Administration upon request. Further, CLINIC hereby agrees to abide by the standards of medical practice of the profession when performing services hereunder.
- 4.5 The CLINIC is, for purposes arising out of this contract, an Independent CLINIC deemed a county clinic or an employee of the COUNTY. It is expressly understood and agreed that the CLINIC shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CLINIC hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CLINIC in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the

services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- 4.6 CLINIC and CLINIC'S employees shall have no interest, and shall nor acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 5.1 CLINIC shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly fulfill its obligation to report on Eligible Persons' accesses to the medical system as outlined in Exhibit 3. All such CLINIC'S shall maintain books and records for at least five (5) years from the termination of this Agreement.
- 5.2 CLINIC agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CLINIC as a result of services performed under this Agreement, except statistical information not identifying any such person. CLINIC shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client or client's representative, any such identifying information to anyone other than authorized COUNTY without prior written authorization from the COUNTY.
For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): The CLINIC in this Agreement is 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 thereto. The CLINIC hereto agrees 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. The CLINIC further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.
- 5.3 The CLINIC or subcontractor of the CLINIC relating to the performance of this Agreement must be open to inspection and copying during normal business hours by duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CLINIC. Records shall include, without limitation, eligible person's records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the

cost of operations and income received for Health Care Services rendered to eligible persons. CLINIC shall provide the COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. CLINIC shall maintain its books and records in accordance with general standards for books and record keeping.

- 5.4 CLINIC acknowledges and agrees that information, communications, and documents given by or to COUNTY and meetings involving COUNTY management may be subject to the public records and meetings laws and regulations of the State of California. Documents which are protected from disclosure by applicable law shall remain confidential.
- 5.5 CLINIC shall cooperate with County Quality Assurance and Utilization Review programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CLINIC and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.
- 5.6 In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the County of Riverside within 10 days of notification of award of contract when required by the EDD. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.
- If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

6.0 INDEMNIFICATION AND INSURANCE

- 6.1 CLINIC shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CLINIC, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CLINIC, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CLINIC shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- 6.2 With respect to any action or claim subject to indemnification herein by CLINIC, CLINIC shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CLINIC'S indemnification to COUNTY as set forth herein. CLINIC'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CLINIC written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CLINIC'S expense, for the defense or settlement thereof. CLINIC'S obligation hereunder shall be satisfied when CLINIC has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 6.3 CLINIC shall maintain such insurance and Certificate(s) of Insurance.
- 6.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CLINIC'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.
- 6.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CLINIC from indemnifying the COUNTY to the fullest extent allowed by law.

7.0 TERM AND TERMINATION

- 7.1 The effective date of this Agreement, except as otherwise provided herein, shall be July 1, 2013 and it shall remain in effect to and including June 30, 2014 (a term of twelve- [12] months) unless sooner terminated as provided herein.
- 7.2 Failure of CLINIC or COUNTY, or their officers, agents, or employees to comply s of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving seven (7) days written notice in accordance with paragraph 11.1 of this Agreement.
- 7.3 COUNTY may terminate this Agreement at any time if CLINIC'S license to operate is revoked or suspended, or if CLINIC fails to maintain its status as an authorized provider for Medicare, and Medical or if CLINIC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that CLINIC or such agents, subcontractors, or employees may be engaging in a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.
- 7.4 In the event of any termination of this Agreement, prior to June 30, 2014, CLINIC shall be entitled to reimbursement for authorized medical services under this Agreement through and including the effective date of such termination.
- 7.5 TERMINATION: COUNTY may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the CLINIC stating the extent and effective date of termination.

8.0 DELEGATION AND ASSIGNMENT

- 8.1 CLINIC shall not the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CLINIC pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CLINIC to COUNTY pursuant to this Agreement. CLINIC may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CLINIC, including but not limited to, change in the majority ownership, change in the form of CLINIC'S business organization, management of CLINIC, CLINIC'S ownership of other business dealing with CLINIC under this Agreement, or filing of bankruptcy by CLINIC, shall be deemed an assignment for purposes of this paragraph.

This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by CLINIC to obtain or arrange for supplies, technical support, or professional services.

9.0 RESPONSIBILITY FOR CARE

- 9.1 This Agreement is not intended nor shall it construe to affect, except as expressly provided for herein, COUNTY'S or CLINIC'S existing rights, obligations, and responsibilities with respect to care required by or provided to individuals other than eligible persons as defined in Paragraph 1.3 of this Agreement.

10.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

- 10.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.0 WAIVER

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

12.0 FORCE MAJEURE

- 12.1 In the event CLINIC is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CLINIC shall not be held liable to COUNTY for such failure to comply.
- 12.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CLINIC for such failure to comply.

13.0 ENTIRE AGREEMENT

13.1 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.0 CAPTIONS AND PARAGRAPH HEADINGS

14.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement

15.0 NOTICE

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

COUNTY:

Medically Indigent Services Program (MISP)
P.O. Box 9610
Moreno Valley, Ca 92552-9610
Attn: Stephen M. Chu
Hospital Fiscal Officer
Fiscal Department

CLINIC:

Desert AIDS Project
1695 North Sunrise Way
Palm Springs, Ca 92262
Attn: David Brinkman, CEO

15.2 Or to such other address(es) as the parties may hereafter designate:
IN WITNESS WHEREOF, the parties have executed this Agreement.

CLINIC

COUNTY OF RIVERSIDE

By: [Signature]
(Signature)

[Signature]
(Signature)

By: David Brinkman
(Print Name)
CEO

JEFF STONE
(Print Name)

CHAIRMAN, BOARD OF SUPERVISORS
Title

Title

11.13.13

APR 22 2014
Date

Date

ATTEST: KECIA HARPER-IHEM

By: [Signature]
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/3/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers:

Barbara Keller – Board Chair

Steve Lachs – Vice Chair

Fred Drewette – Treasurer

Tammy Fox – Secretary

David Brinkman – CEO

Mary Park - CFO

Owners:

None – 501(c)(3) Non-profit corporation

Stockholders:

None – 501(c)(3) Non-profit corporation

Major Creditors:

Wells Fargo – mortgage on building

McKesson – medical supplies and 340B pharmacy program

EXHIBIT 1

Riverside County Medically Indigent Services Program (MISP)

MISP Clinic Scope of Services

Reimbursable medical services shall include all services which are medically necessary for alleviation of pain due to, or diagnosis and treatment of, medical conditions which if not diagnosed and treated would lead to partial, temporary, or permanent disability or death. The clinic will be expected to provide integrated, ongoing, acute and chronic medical care and act as the coordinator for all services received by the client.

Some illustrative guidelines for approved services are:

- ❖ Treatment of the condition will increase the ability of the individual to carry out activities of daily living, prevent further deterioration or increase the capability of the patient to perform useful work.
- ❖ Post-hospital discharge follow-up for conditions treated under this program. Outpatient treatment that will shorten or prevent inpatient treatment.
- ❖ Maintenance treatment of chronic conditions wherein the treatment will prevent further deterioration or greater disability.

Reimbursable services with a completed Referral Request Form includes:

- ❖ Chemotherapy and Radiation Therapy
- ❖ Neurological testing and surgery
- ❖ Cardiac and Cardiovascular services including surgery
- ❖ Prosthetic devices, orthotic appliances, and other similar appliances which allow the patient to be serviced in an outpatient setting.
- ❖ Dermatological conditions
- ❖ Dental services necessary to relieve a medical condition

Non-reimbursable services shall include:

- ❖ Acupuncture and chiropractic services
- ❖ Pregnancy related services (refer to Medi-Cal)
- ❖ Adult day care services due to related health complications
- ❖ Extended or long-term care
- ❖ Services for alcoholic astritis or acute alcoholism
- ❖ Mental health, alcoholic or drug abuse services
- ❖ Medical transportation unless prior authorized by the MISP program
- ❖ Diabetic supplies other than insulin, syringes, and blood sugar test strips
- ❖ Food of any nature except as noted above

EXHIBIT 2

Riverside County Medically Indigent Services Program (MISP)

MISP Eligibility Criteria

Under Section 17000 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are:

1. Client must be able to show proof that he/she has been a resident of Riverside County for 30 or more days.
2. Client must complete an MISP application form
3. Client must be an adult between the ages of 21 to 64
4. Client must be able to show proof of income
5. Client must show proof of identity
6. Client must not have a valid visitor's visa
7. Client must not be in Riverside County for the sole purpose of rehabilitation

MISP Financial Guidelines:

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Levels (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP has adopted 100% of FPL as the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable.

Household size is limited to eight (8) related or non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs or declarations of support.

The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP Co-Payment Schedule:

A co-payment, due at the time services are received, has been implemented.

The schedule of co-pays is as follows:

\$ 2.00 Per prescription

\$ 5.00 Per outpatient visit such as doctors or special visits

\$10.00 Per Emergency Room Visit

EXHIBIT 3

Riverside County Medically Indigent Services Program (MISP)

COUNTY OF RIVERSIDE-FISCAL INTERMEDIARY SERVICES CLAIMS SUBMISSION REQUIREMENTS AND REQUIREMENTS FOR SUBMISSION OF ACCESS DATA

Claims Submission Requirements:

Claims shall be submitted using a HCFA 1500 or its successor form.

Information on the claims shall include at a minimum:

- ✓ Clinic name and address as it appears in the contract document.
- ✓ National Provider Identifier
- ✓ Patient name and address
- ✓ Patient social security number or Contact ID
- ✓ Clinic medical record number
- ✓ Date services was rendered
- ✓ Diagnostic information, primary and secondary, including ICD9 Codes
- ✓ Procedure and amount billed with CPT4 codes

Claims shall be submitted in a timely fashion defined as within 30 days of the date of services.

Appeals for reimbursement shall be filed in writing with supporting documentation within 60 days of the date of denial notice as evidenced by the date on the Explanation of Benefits (EOB).

Claims submission required data is to support the County requirement for State reporting as set forth below.

MICRS Reporting Data Requirements:

At a minimum the information must include:

1. Socio-Demographic Data:
 - ZIP codes of Patients' Residence
 - Age Group Data
 - Gender
 - Race/Ethnicity:
 - White
 - Black
 - Hispanic or Latino
 - Native American/Eskimo/Aleutian
 - Asian/Pacific Islander
 - Other
 - Unknown

- Family Size
- Previous Month Income
- Source of Income:
 - Earned through employment
 - Disability, workers' compensation
 - Retirement
 - General or public assistance
 - Other source such as VA benefits, interest, dividends, rent, child support, alimony, unemployment
 - Unknown source of income
 - None
- Type of Employment:
 - Agricultural
 - Service/Sales
 - Labor/Production
 - Professional/Technical
 - Unknown

2. Outpatient Service Data

- Three major categories:
 - General Outpatient Visits
 - Ambulatory Surgery Visits
 - Dental Visits
- General Outpatient Visits:
 - Ambulatory (outpatient) service center: clinics, physicians' offices, other non-physician provider services, hospital outpatient departments
- Ambulatory Surgery Visits:
 - Services provided in separately identifiable outpatient surgery room or ambulatory surgical facility not requiring an inpatient bed. One visit is counted for each patient undergoing outpatient surgery, regardless of the number of surgical procedures performed at one time.
 - Current Procedural Terminology (CPT) codes range from 10040 to 69979.
 - Follow up visits subsequent to outpatient surgery are reported as general outpatient visits.
- Dental Visits:
 - Report as a dental visit if the patient was seen by a dentist or dental hygienist who provided services related to the teeth, oral cavity, and associated structures.
 - If both a dentist and hygienist saw the patient on the same day, report it as one visit.

➤ Outpatient Service Settings:

Hospital Emergency Department: a licensed department within an acute care hospital

Hospital Outpatient Department: a hospital or medical service setting owned or operated by a hospital

Freestanding clinic/Health Center

Physician or Dentist Office

Other Service Settings

3. AIDS Patients

➤ Provides information on the utilization and expenditures/payment for county indigents diagnosed with AIDS. The ICD-9 code for these patients is 042.

➤ Data elements:

AIDS patient demographics (See Sec. 1 above.)

AIDS inpatient accesses

Number of discharges

Total Inpatient days

Inpatient Expenditures

AIDS outpatient accesses

Number of outpatient visits

Outpatient Expenditures

AIDS Emergency Department Accesses

Emergency Department Expenditures

EXHIBIT 5

Riverside County Medically Indigent Services Program (MISP)

Annual Clinic Allocation and Claims Processing

Amounts awarded in this exhibit are on a "not to exceed" basis with additional funding being awarded only upon specific request and review of program expenditures within all areas of service including the County Regional Medical Center and County Public Health Clinic System.

Claims for services rendered are processed against the contract amount below and notification is made to the Clinic when the amount is 85%, 95%, and 100% expended. Claims may be denied for lack of client or services eligibility or services rendered outside the scope of an approved Referral Request Form. (See Exhibit 1 with this contract).

Denied claims may be appealed in writing within 60 calendar day of the date on the Explanation of Benefits indicating a denial. Appeals of denials must contain sufficient supporting documentation. All appeals will be responded to within 14 calendar days of receipt as indicated by the date stamp in the MISP/FIS mailroom.

Current contract amount is as follows:

Desert AIDS Project	\$24,000
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EXHIBIT 6

Riverside County Medically Indigent Services Program (MISP)

Insurance Requirements

Without limiting or diminishing the CLINIC'S obligation to indemnify or hold the COUNTY harmless, CLINIC shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

WORKERS' COMPENSATION:

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

COMMERCIAL GENERAL LIABILITY:

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

VEHICLE LIABILITY:

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

PROFESSIONAL LIABILITY INSURANCE:

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

GENERAL INSURANCE PROVISIONS - ALL LINES:

- (A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (B) The CLINIC'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CLINIC'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (C) CLINIC shall cause CLINIC'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly

executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CLINIC shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance**

- (D) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- (E) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CLINIC has become inadequate.
- (F) CLINIC shall pass down the insurance obligations contained herein to all tiers of subclinics working under this Agreement.
- (G) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

MEDICAL CLINIC AGREEMENT

THIS AGREEMENT is made and entered into between the COUNTY of Riverside, a political subdivision of the State of California, herein referred to as COUNTY and **Clinicas de Salud del Pueblo, Inc. dba Mecca Family Health Center** herein referred to as CLINIC.

WHEREAS, COUNTY has a legal obligation to provide "medically necessary services," as that term is defined and more particularly set forth in this Agreement (hereinafter referred to as "medical services") to "eligible persons," in accordance with Welfare and Institutions Code Section 17000 et seq.; and

WHEREAS, CLINIC in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed, and prepared to provide medical services; and

WHEREAS, COUNTY and CLINIC wish to cooperate in the operation of a medical services plan to provide medical services to eligible persons;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 12, and Exhibit 1 through 6 attached hereto and incorporated herein.

DEFINITIONS:

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

1.1 "Medical Services" means those medical services rendered on an outpatient basis in accordance with sound medical practice and as required to prevent disability, avoid emergency, or promote wellness. Exhibit 1 is attached and incorporated heretofore.

1.2 "Outpatient Services" means those medical services set forth in Paragraph 1.1 above, rendered by CLINIC away from the hospital inpatient or emergency room environment.

1.3 "Eligible Persons" means those persons who have enrolled in the Medically Indigent Services Program and qualify under the guidelines as approved by the Riverside County Board of Supervisors.

1.4 "Share of Cost" means that dollar amount in excess of the income limit as determined by the eligibility procedures that an individual must pay or obligate on a monthly basis toward the cost of medical services provided in addition to any co-payments owing.

1.5 "Co-payment" means any nominal fee, approved by the Riverside County Board of Supervisors that may be charged to Eligible Persons at the time of service for designated Medical Services.

1.6 "Claim" is defined to be a request for compensation based on medical services rendered which has been filed by CLINIC in this Agreement.

1.7 "RRF" means a Referral Request Form which has been completed with specific information identifying the eligible person, the diagnosis, rate, and permitted treatment along with the number of services and/or date span of services allowed and signed by a designated person, usually the Nurse Practitioner in charge of Provider Relations or the MISP Administrator.

2.0 DUTIES OF CLINICS

2.1 CLINIC agrees to render medical services to any Eligible Person in need of such services and assumes full responsibility for the provision of said services.

2.2 CLINIC shall, at its own expense, provide and maintain facilities, and shall provide allied and supportive paramedical personnel necessary to provide medical services under this Agreement.

2.3 CLINIC shall provide timely access to Medical Services, and provide for reasonable hours of operations. Preventive care and urgent care shall be provided during normal working hours by qualified CLINIC staff acceptable to County Health Administration. Referrals for education services and specialty care will be made to County Public Health clinics and Riverside County Regional Medical Center as needed.

2.4 The medical services provided to Eligible Persons shall be provided by physicians duly licensed to practice medicine in the State of California. The agreement by CLINIC to arrange for the furnishing of such treatment is not to be construed as CLINIC entering into practice of medicine. This provision shall not limit the right of other practitioners or nursing personnel affiliated with or employed by CLINIC to render any and all services within the scope of their professional licensure or certification, as permitted by CLINIC'S rules, regulation, and policies with respect thereto.

2.5 CLINIC shall allow the COUNTY all necessary access to CLINIC'S medical records and personnel (in accordance with CLINIC'S access policies) to allow the COUNTY to determine the appropriateness of medical services rendered and to verify claim of CLINIC.

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

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

- A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
 - B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.
 - C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
 - D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
 - E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person served.
- 2.7 CLINIC agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq, as may be amended from time to time, as incorporated by reference herein. CLINIC agrees to include this Nondiscrimination clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.
- 2.8 CLINIC shall be at risk for the entire cost of medical services rendered to those persons not found to be eligible persons as described in Paragraph 1.3 of this Agreement.

- 2.9 CLINIC hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.
- 2.10 CLINIC shall assist COUNTY in the conduct of any fair hearing conducted by State of California. Such assistance shall be limited to the provision of relevant financial and medical information collected by CLINIC.
- 2.11 CLINIC, in accordance with Welfare and Institutions Code Section 16718, shall provide, at the time treatment is sought:
- A. Individual notice of the availability of reduced cost health care. Proof of individual notice can be established by giving a person a copy of the Medical General Property Limitations Pamphlet (MC Information Notice 007 (04/12)) and obtaining a signature on the member rights and responsibilities form.
- B. And shall post notices of the procedures for applying for reduced cost health care in all patient waiting rooms. The form of the above mentioned notices shall be provided to CLINIC by COUNTY.
- 2.12 CLINIC shall be at financial risk for the cost of any medical services provided to an eligible person that exceed the reimbursement provided by COUNTY as provided in Paragraph 3.3 including any co-payment obligation or unpaid share of cost owed from an eligible person.
- 2.13 CLINIC agrees to be at risk for all services rendered once the contract maximum is met.
- 2.14 CLINIC shall not deny services to any Eligible Person once the contract dollar maximum amount is met.
- 2.15 CLINIC hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CLINIC'S performance under this Agreement upon reasonable notice to CLINIC and at any reasonable time.
- 2.16 In the event the CLINIC receives payment for services under this contract which were for nonconformance with the terms and conditions herein by the COUNTY, the CLINIC shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CLINIC under any contract with the COUNTY.

- 2.17 The Clinic will assume responsibility to bill all third party payers for client's medical services. The Medically Indigent Services Program (MISP) is the secondary payor if a client is determined to be eligible for any third party payor coverage. If an MISP client receives coverage from any third party payor, including Medicare or Medi-Cal, the clinic is required to bill the third party payor and refund 100 % payment made by MISP on behalf of the client.

3.0 DUTIES OF COUNTY

- 3.1 The obligation of COUNTY under this Agreement is contingent upon receipt by COUNTY of State Funds from the Medically Indigent Services Account pursuant to Welfare and Institutions Code Section 16703, Sections 16940 to 16946 inclusively. In the event that the State of California notifies the COUNTY that such funding is terminated or reduced, the COUNTY and CLINIC shall have the right to immediately terminate or reduce funding for this Agreement as of the date the State notifies the COUNTY of funding reduction or termination. COUNTY shall deliver to CLINIC written notification of such change at least twenty-four (24) hours prior to the effective date of said termination or reduction of funding.
- 3.2 The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- 3.3 COUNTY is not obligated to pay for services unless such medical services are provided under the terms of this Agreement or unless the COUNTY has specifically authorized the medical services and agreed to pay for said services through the issuing of a Request Referral Form.
- 3.4 COUNTY shall reimburse CLINIC for outpatient medical services rendered to Eligible Persons at the lesser of billed charges or Seventy Dollars (\$70.00) per visit. All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC. The maximum amount of this contract for the period of **July 1, 2013 to June 30, 2014**, shall not exceed the contract amounts of Forty Five Thousand (\$45,000), with an option to renew annually for up to three one-year periods in amounts not to exceed the program budget limits.
- 3.5 COUNTY will notify CLINICS in writing of the status of each claim, paid, denied or exceeding contract limit. CONTRACTOR shall be entitled to receive payments in accordance with the rates and limits as outlined in this contract, within forty-five (45) days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

- 3.6 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

4.0 GENERAL PROVISIONS

- 4.1 This contract shall be governed and construed in accordance with the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) and Assembly Bill No. 75 (Chapter 1331; Statutes of 1989) in its current form or as amended.
- 4.2 The standards of medical practice and professional duties of CLINIC employees and independent physicians performing primary care medical services under this contract shall be determined by the CLINIC. CLINIC shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CLINIC shall notify COUNTY immediately, in writing, of inability to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.3 CLINIC shall ensure that CLINIC employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CLINIC hereby agrees to notify COUNTY immediately, in writing, of inability of CLINIC or any of CLINIC'S employees, agents and subcontractors to obtain or maintain such licenses. Said inability shall be cause for termination of this Agreement.
- 4.4 COPY REQUIRED. A copy of each such license(s), permit(s), approval(s), waiver(s), exemption(s), registration(s), accreditation(s), and certificate(s) shall be provided to MISP Administration upon request. Further, CLINIC hereby agrees to abide by the standards of medical practice of the profession when performing services hereunder.
- 4.5 The CLINIC is, for purposes arising out of this contract, an Independent CLINIC deemed a county clinic or an employee of the COUNTY. It is expressly understood and agreed that the CLINIC shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CLINIC hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CLINIC in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the

services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- 4.6 CLINIC and CLINIC'S employees shall have no interest, and shall nor acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 5.1 CLINIC shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly fulfill its obligation to report on Eligible Persons' accesses to the medical system as outlined in Exhibit 3. All such CLINIC'S shall maintain books and records for at least five (5) years from the termination of this Agreement.
- 5.2 CLINIC agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CLINIC as a result of services performed under this Agreement, except statistical information not identifying any such person. CLINIC shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client or client's representative, any such identifying information to anyone other than authorized COUNTY without prior written authorization from the COUNTY.
For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): The CLINIC in this Agreement is 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 thereto. The CLINIC hereto agrees 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. The CLINIC further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.
- 5.3 The CLINIC or subcontractor of the CLINIC relating to the performance of this Agreement must be open to inspection and copying during normal business hours by duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CLINIC. Records shall include, without limitation, eligible person's records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the

cost of operations and income received for Health Care Services rendered to eligible persons. CLINIC shall provide the COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. CLINIC shall maintain its books and records in accordance with general standards for books and record keeping.

5.4 CLINIC acknowledges and agrees that information, communications, and documents given by or to COUNTY and meetings involving COUNTY management may be subject to the public records and meetings laws and regulations of the State of California. Documents which are protected from disclosure by applicable law shall remain confidential.

5.5 CLINIC shall cooperate with County Quality Assurance and Utilization Review programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CLINIC and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

5.6 In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the County of Riverside within 10 days of notification of award of contract when required by the EDD.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

6.0 INDEMNIFICATION AND INSURANCE

- 6.1 CLINIC shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CLINIC, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CLINIC, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CLINIC shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- 6.2 With respect to any action or claim subject to indemnification herein by CLINIC, CLINIC shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CLINIC'S indemnification to COUNTY as set forth herein. CLINIC'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CLINIC written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CLINIC'S expense, for the defense or settlement thereof. CLINIC'S obligation hereunder shall be satisfied when CLINIC has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 6.3 CLINIC shall maintain such insurance and Certificate(s) of Insurance.
- 6.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CLINIC'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.
- 6.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CLINIC from indemnifying the COUNTY to the fullest extent allowed by law.

7.0 TERM AND TERMINATION

- 7.1 The effective date of this Agreement, except as otherwise provided herein, shall be July 1, 2013 and it shall remain in effect to and including June 30, 2014 (a term of twelve- [12] months) unless sooner terminated as provided herein.
- 7.2 Failure of CLINIC or COUNTY, or their officers, agents, or employees to comply with the terms of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving seven (7) days written notice in accordance with paragraph 11.1 of this Agreement.
- 7.3 COUNTY may terminate this Agreement at any time if CLINIC'S license to operate is revoked or suspended, or if CLINIC fails to maintain its status as an authorized provider for Medicare, and Medicaid or if CLINIC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that CLINIC or such agents, subcontractors, or employees may be engaging in a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.
- 7.4 In the event of any termination of this Agreement, prior to June 30, 2014, CLINIC shall be entitled to reimbursement for authorized medical services under this Agreement through and including the effective date of such termination.
- 7.5 TERMINATION: COUNTY may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the CLINIC stating the extent and effective date of termination.

8.0 DELEGATION AND ASSIGNMENT

- 8.1 CLINIC shall not the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CLINIC pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CLINIC to COUNTY pursuant to this Agreement. CLINIC may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CLINIC, including but not limited to, change in the majority ownership, change in the form of CLINIC'S business organization, management of CLINIC, CLINIC'S ownership of other business dealing with CLINIC under this Agreement, or filing of bankruptcy by CLINIC, shall be deemed an assignment for purposes of this paragraph.

This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by CLINIC to obtain or arrange for supplies, technical support, or professional services.

9.0 RESPONSIBILITY FOR CARE

9.1 This Agreement is not intended nor shall it construe to affect, except as expressly provided for herein, COUNTY'S or CLINIC'S existing rights, obligations, and responsibilities with respect to care required by or provided to individuals other than eligible persons as defined in Paragraph 1.3 of this Agreement.

10.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

10.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.0 WAIVER

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

12.0 FORCE MAJEURE

12.1 In the event CLINIC is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CLINIC shall not be held liable to COUNTY for such failure to comply.

12.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CLINIC for such failure to comply.

13.0 ENTIRE AGREEMENT

13.1 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.0 CAPTIONS AND PARAGRAPH HEADINGS

14.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement

15.0 NOTICE

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

COUNTY:

Medically Indigent Services Program (MISP)
P.O. Box 9610
Moreno Valley, Ca 92552-9610
Attn: Stephen M. Chu
Hospital Fiscal Officer
Fiscal Department

CLINIC:

Clinicas de Salud Del Pueblo Inc
dba Mecca Family Health Center
1166 K Street
Brawley, CA 92227
Attn: Ivonne Bell, CEO

15.2 Or to such other address(es) as the parties may hereafter designate:
IN WITNESS WHEREOF, the parties have executed this Agreement.

CLINIC

COUNTY OF RIVERSIDE

By: *Yvonne Bell*
(Signature)

Jeff Stone
(Signature)

By: Yvonne Bell
(Print Name)

JEFF STONE
(Print Name)

Chief Executive Officer
Title

CHAIRMAN, BOARD OF SUPERVISORS
Title

11/13/2013
Date

APR 22 2014
Date

ATTEST: KECIA HARPER-IHEM

By: *Kecia Harper-Ihem*
Deputy

(SEAL)

APPROVED AS TO FORM:

By: *Neal J. ...*
Deputy County Counsel

4/21/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers:

Miguel Miranda	<i>President</i>
Nidia Carranza	<i>Vice President</i>
Georgina Montano	<i>Secretary</i>
Rebecca T. Baxter	<i>Treasurer</i>
Eugene Bumbera	<i>Director at Large</i>
Victor M. Nava	<i>Board of Director</i>
Juan De Lara	<i>Board of Director</i>
Raymond Leon	<i>Board of Director</i>
Shirley Chronister	<i>Board of Director</i>
Rosendo Garcia	<i>Board of Director</i>
Jessie De Los Santos	<i>Board of Director</i>
Alma Estrada	<i>Board of Director</i>
Isidoro Romero	<i>Board of Director</i>

Owners: N/A

Stockholders: N/A

Major Creditors: N/A

EXHIBIT 1

Riverside County Medically Indigent Services Program (MISP)

MISP Clinic Scope of Services

Reimbursable medical services shall include all services which are medically necessary for alleviation of pain due to, or diagnosis and treatment of, medical conditions which if not diagnosed and treated would lead to partial, temporary, or permanent disability or death. The clinic will be expected to provide integrated, ongoing, acute and chronic medical care and act as the coordinator for all services received by the client.

Some illustrative guidelines for approved services are:

- ❖ Treatment of the condition will increase the ability of the individual to carry out activities of daily living, prevent further deterioration or increase the capability of the patient to perform useful work.
- ❖ Post-hospital discharge follow-up for conditions treated under this program. Outpatient treatment that will shorten or prevent inpatient treatment.
- ❖ Maintenance treatment of chronic conditions wherein the treatment will prevent further deterioration or greater disability.

Reimbursable services with a completed Referral Request Form includes:

- ❖ Chemotherapy and Radiation Therapy
- ❖ Neurological testing and surgery
- ❖ Cardiac and Cardiovascular services including surgery
- ❖ Prosthetic devices, orthotic appliances, and other similar appliances which allow the patient to be serviced in an outpatient setting.
- ❖ Dermatological conditions
- ❖ Dental services necessary to relieve a medical condition

Non-reimbursable services shall include:

- ❖ Acupuncture and chiropractic services
- ❖ Pregnancy related services (refer to Medi-Cal)
- ❖ Adult day care services due to related health complications
- ❖ Extended or long-term care
- ❖ Services for alcoholic astitis or acute alcoholism
- ❖ Mental health, alcoholic or drug abuse services
- ❖ Medical transportation unless prior authorized by the MISP program
- ❖ Diabetic supplies other than insulin, syringes, and blood sugar test strips
- ❖ Food of any nature except as noted above

EXHIBIT 2

Riverside County Medically Indigent Services Program (MISP)

MISP Eligibility Criteria

Under Section 17000 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are:

1. Client must be able to show proof that he/she has been a resident of Riverside County for 30 or more days.
2. Client must complete an MISP application form
3. Client must be an adult between the ages of 21 to 64
4. Client must be able to show proof of income
5. Client must show proof of identity
6. Client must not have a valid visitor's visa
7. Client must not be in Riverside County for the sole purpose of rehabilitation

MISP Financial Guidelines:

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Levels (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP has adopted 100% of FPL as the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable.

Household size is limited to eight (8) related or non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs or declarations of support.

The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP Co-Payment Schedule:

A co-payment, due at the time services are received, has been implemented.

The schedule of co-pays is as follows:

- \$ 2.00 Per prescription
- \$ 5.00 Per outpatient visit such as doctors or special visits
- \$10.00 Per Emergency Room Visit

EXHIBIT 3

Riverside County Medically Indigent Services Program (MISP)

COUNTY OF RIVERSIDE-FISCAL INTERMEDIARY SERVICES CLAIMS SUBMISSION REQUIREMENTS AND REQUIREMENTS FOR SUBMISSION OF ACCESS DATA

Claims Submission Requirements:

Claims shall be submitted using a HCFA 1500 or its successor form.

Information on the claims shall include at a minimum:

- ✓ Clinic name and address as it appears in the contract document.
- ✓ National Provider Identifier
- ✓ Patient name and address
- ✓ Patient social security number or Contact ID
- ✓ Clinic medical record number
- ✓ Date services was rendered
- ✓ Diagnostic information, primary and secondary, including ICD9 Codes
- ✓ Procedure and amount billed with CPT4 codes

Claims shall be submitted in a timely fashion defined as within 30 days of the date of services.

Appeals for reimbursement shall be filed in writing with supporting documentation within 60 days of the date of denial notice as evidenced by the date on the Explanation of Benefits (EOB).

Claims submission required data is to support the County requirement for State reporting as set forth below.

MICRS Reporting Data Requirements:

At a minimum the information must include:

1. Socio-Demographic Data:
 - ZIP codes of Patients' Residence
 - Age Group Data
 - Gender
 - Race/Ethnicity:
 - White
 - Black
 - Hispanic or Latino
 - Native American/Eskimo/Aleutian
 - Asian/Pacific Islander
 - Other
 - Unknown

- Family Size
- Previous Month Income
- Source of Income:
 - Earned through employment
 - Disability, workers' compensation
 - Retirement
 - General or public assistance
 - Other source such as VA benefits, interest, dividends, rent, child support, alimony, unemployment
 - Unknown source of income
 - None
- Type of Employment:
 - Agricultural
 - Service/Sales
 - Labor/Production
 - Professional/Technical
 - Unknown

2. Outpatient Service Data

- Three major categories:
 - General Outpatient Visits
 - Ambulatory Surgery Visits
 - Dental Visits

- General Outpatient Visits:

Ambulatory (outpatient) service center: clinics, physicians' offices, other non-physician provider services, hospital outpatient departments

- Ambulatory Surgery Visits:

Services provided in separately identifiable outpatient surgery room or ambulatory surgical facility not requiring an inpatient bed. One visit is counted for each patient undergoing outpatient surgery, regardless of the number of surgical procedures performed at one time.

Current Procedural Terminology (CPT) codes range from 10040 to 69979.

Follow up visits subsequent to outpatient surgery are reported as general outpatient visits.

- Dental Visits:

Report as a dental visit if the patient was seen by a dentist or dental hygienist who provided services related to the teeth, oral cavity, and associated structures.

If both a dentist and hygienist saw the patient on the same day, report it as one visit.

➤ Outpatient Service Settings:

Hospital Emergency Department: a licensed department within an acute care hospital

Hospital Outpatient Department: a hospital or medical service setting owned or operated by a hospital

Freestanding clinic/Health Center

Physician or Dentist Office

Other Service Settings

3. AIDS Patients

➤ Provides information on the utilization and expenditures/payment for county indigents diagnosed with AIDS. The ICD-9 code for these patients is 042.

➤ Data elements:

AIDS patient demographics (See Sec. 1 above.)

AIDS inpatient accesses

Number of discharges

Total Inpatient days

Inpatient Expenditures

AIDS outpatient accesses

Number of outpatient visits

Outpatient Expenditures

AIDS Emergency Department Accesses

Emergency Department Expenditures

EXHIBIT 5

Riverside County Medically Indigent Services Program (MISP)

Annual Clinic Allocation and Claims Processing

Amounts awarded in this exhibit are on a "not to exceed" basis with additional funding being awarded only upon specific request and review of program expenditures within all areas of service including the County Regional Medical Center and County Public Health Clinic System.

Claims for services rendered are processed against the contract amount below and notification is made to the Clinic when the amount is 85%, 95%, and 100% expended. Claims may be denied for lack of client or services eligibility or services rendered outside the scope of an approved Referral Request Form. (See Exhibit 1 with this contract).

Denied claims may be appealed in writing within 60 calendar day of the date on the Explanation of Benefits indicating a denial. Appeals of denials must contain sufficient supporting documentation. All appeals will be responded to within 14 calendar days of receipt as indicated by the date stamp in the MISP/FIS mailroom.

Current contract amount is as follows:

Clinicas de Salud del Pueblo Inc. dba Mecca Family Health Center	\$45,000
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EXHIBIT 6

Riverside County Medically Indigent Services Program (MISP)

Insurance Requirements

Without limiting or diminishing the CLINIC'S obligation to indemnify or hold the COUNTY harmless, CLINIC shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

WORKERS' COMPENSATION:

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

COMMERCIAL GENERAL LIABILITY:

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

VEHICLE LIABILITY:

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

PROFESSIONAL LIABILITY INSURANCE:

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

GENERAL INSURANCE PROVISIONS - ALL LINES:

- (A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (B) The CLINIC'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CLINIC'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (C) CLINIC shall cause CLINIC'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly

executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CLINIC shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance***

- (D) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- (E) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CLINIC has become inadequate.
- (F) CLINIC shall pass down the insurance obligations contained herein to all tiers of subclinics working under this Agreement.
- (G) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

MEDICAL CLINIC AGREEMENT

THIS AGREEMENT is made and entered into between the COUNTY of Riverside, a political subdivision of the State of California, herein referred to as COUNTY and **Neighborhood Healthcare** herein referred to as CLINIC.

WHEREAS, COUNTY has a legal obligation to provide "medically necessary services," as that term is defined and more particularly set forth in this Agreement (hereinafter referred to as "medical services") to "eligible persons," in accordance with Welfare and Institutions Code Section 17000 et seq.; and

WHEREAS, CLINIC in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed, and prepared to provide medical services; and

WHEREAS, COUNTY and CLINIC wish to cooperate in the operation of a medical services plan to provide medical services to eligible persons;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 12, and Exhibit 1 through 6 attached hereto and incorporated herein.

DEFINITIONS:

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

1.1 "Medical Services" means those medical services rendered on an outpatient basis in accordance with sound medical practice and as required to prevent disability, avoid emergency, or promote wellness. Exhibit 1 is attached and incorporated heretofore.

1.2 "Outpatient Services" means those medical services set forth in Paragraph 1.1 above, rendered by CLINIC away from the hospital inpatient or emergency room environment.

1.3 "Eligible Persons" means those persons who have enrolled in the Medically Indigent Services Program and qualify under the guidelines as approved by the Riverside County Board of Supervisors.

1.4 "Share of Cost" means that dollar amount in excess of the income limit as determined by the eligibility procedures that an individual must pay or obligate on a monthly basis toward the cost of medical services provided in addition to any co-payments owing.

1.5 "Co-payment" means any nominal fee, approved by the Riverside County Board of Supervisors that may be charged to Eligible Persons at the time of service for designated Medical Services.

1.6 "Claim" is defined to be a request for compensation based on medical services rendered which has been filed by CLINIC in this Agreement.

1.7 "RRF" means a Referral Request Form which has been completed with specific information identifying the eligible person, the diagnosis, rate, and permitted treatment along with the number of services and/or date span of services allowed and signed by a designated person, usually the Nurse Practitioner in charge of Provider Relations or the MISP Administrator.

2.0 DUTIES OF CLINICS

2.1 CLINIC agrees to render medical services to any Eligible Person in need of such services and assumes full responsibility for the provision of said services.

2.2 CLINIC shall, at its own expense, provide and maintain facilities, and shall provide allied and supportive paramedical personnel necessary to provide medical services under this Agreement.

2.3 CLINIC shall provide timely access to Medical Services, and provide for reasonable hours of operations. Preventive care and urgent care shall be provided during normal working hours by qualified CLINIC staff acceptable to County Health Administration. Referrals for education services and specialty care will be made to County Public Health clinics and Riverside County Regional Medical Center as needed.

2.4 The medical services provided to Eligible Persons shall be provided by physicians duly licensed to practice medicine in the State of California. The agreement by CLINIC to arrange for the furnishing of such treatment is not to be construed as CLINIC entering into practice of medicine. This provision shall not limit the right of other practitioners or nursing personnel affiliated with or employed by CLINIC to render any and all services within the scope of their professional licensure or certification, as permitted by CLINIC'S rules, regulation, and policies with respect thereto.

2.5 CLINIC shall allow the COUNTY all necessary access to CLINIC'S medical records and personnel (in accordance with CLINIC'S access policies) to allow the COUNTY to determine the appropriateness of medical services rendered and to verify claim of CLINIC.

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

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

- A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
- B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.
- C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
- D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.
- E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person served.

2.7 CLINIC agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq, as may be amended from time to time, as incorporated by reference herein. CLINIC agrees to include this Nondiscrimination clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.8 CLINIC shall be at risk for the entire cost of medical services rendered to those persons not found to be eligible persons as described in Paragraph 1.3 of this Agreement.