

- 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 Thirty Thousand (\$30,000), 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 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:

Neighborhood Healthcare
425 North Date Street
Escondido, Ca 92025
Attn: Tracy Riam, 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: Tracy Beam
(Signature)

Jeff Stone
(Signature)

By: TRACY BEAM
(Print Name)

JEFF STONE
(Print Name)

CEO
Title

CHAIRMAN, BOARD OF SUPERVISORS
Title

11/7/2013
Date

APR 22 2014
Date

ATTEST: **KECIA HARPER-IHEM**

By: Kecia Harper-Ihem
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/3/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers:

Tracy Ream, Chief Executive Officer
Lisa Daigle, Chief Financial Officer
Amparo Mahler, Chief Operations Officer
James Schultz, Chief Medical Officer

Owners: Neighborhood Healthcare, a non-profit organization

Stockholders: N/A

Major Creditors:

McKesson Medical-Surgical Inc.
Ontario PC #96
2800 E. Philadelphia Street
Ontario, CA 91761
Tel (909) 594-1098
Contact: Bob Moore, Sales Rep

Laboratory Corporation of America
13112 Evening Creek Dr
San Diego, CA 92128
Tel. (858) 668-3961
Fax (858) 391-7187
Acct# 4162010,4162020,4162030,4162040

Council of Community Clinic Services Corp.
7535 Metropolitan Dr.
San Diego, CA 92108
Tel. (619) 542-4300
Fax (619) 542-4350
Contact: Finance Director

Cardinal Health
File #56412
Los Angeles, CA 90074-6412
Tel. (614) 553-3100 X4215
Fax (866) 852-7804

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:

| | |
|-------------------------|----------|
| Neighborhood Healthcare | \$30,000 |
|-------------------------|----------|

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 Riverside – San Bernardino County Indian health, 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 Five Thousand (\$5,000), 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 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:

Riverside – San Bernardino
County Indian Health, Inc.
11555 1/5 Potrero Road
Banning, Ca 92220
Attn: Linwood Killiam, 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: Bill Thomson for
(Signature)

Jeff Stone
(Signature)

By: BILL THOMSEN for
(Print Name)

JEFF STONE
(Print Name)

C.O.O
Title

CHAIRMAN, BOARD OF SUPERVISORS
Title

11/27/13
Date

APR 22 2014
Date

ATTEST: **KECIA HARPER-IHEM**

By: Kecia Harper-Ihem
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/3/14
Date

EXHIBIT 1

Contractor Officers, Owner, Stockholders, Creditors

Officers:

Jess Montoya, CEO
Bill Thomsen, COO
Mark Jensen, CFO

Owners:

RSBCIHI is federally funded through Indian Health Services, a department under HHS to provide ambulatory health care and ancillary services to federally recognized and California state recognized Native Americans and their dependents. RSBCIHI is a California not for profit 501 3(c) healthcare organization. We are governed by a Board of Directors from ten area consortium tribes within Riverside and San Bernardino Counties.

Stockholders:

None

Major Creditors:

None

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:

Riverside – San Bernardino County Indian health, Inc. \$5,000

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**

DENTAL AGREEMENT

This Agreement is made and entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, through its Medical Indigent Services Program, (MISP) hereafter referred to as COUNTY and **Santo Tomas Dental Office, Elvia N. Juarez, DDS** hereafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required.

WHEREAS, COUNTY has the responsibility to provide medically necessary dental services to the residents of Riverside COUNTY who are eligible for certain medical programs;

WHEREAS, CONTRACTOR is a dental provider who has the expertise, special skills, knowledge and experience to perform the duties set out herein to persons eligible for these programs; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Dental Services as utilized by COUNTY during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 18, and EXHIBIT 1 through 9, attached hereto and incorporated herein.

1.0 DEFINITIONS

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

1.1 "Agreement" means this CONTRACTOR Agreement for the provision of dental services to the eligible persons of the Medically Indigent Services Program (MISP) of Riverside County, and all Exhibits, addendum and amendments hereto.

1.2 "Medically Indigent Services Program "(MISP) means a State mandated program developed in accordance with Welfare and Institutions Code Section 17000 at seq. (as amended by AB 799 and SB 2012)

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1.3 "Emergency Dental Conditions" means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate dental attention to result in one or more of the following conditions: placing the health of the individual in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.4 "Emergency Services" means those dental services needed to evaluate or stabilize an Emergency Dental Condition as outlined in EXHIBIT 2 which is attached hereto and incorporated herein.

1.5 "Eligible Person" means those persons who have enrolled in the Medically Indigent Services program (MISP) and qualify under the guidelines as approved by the Riverside County Board of Supervisors and set forth in EXHIBIT 4 which is attached hereto and incorporated herein.

1.6 "Medically Necessary" means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.7 "Continuing Care Manager" means a manager who is employed by the County of Riverside, responsible for supervising, coordinating and authorizing dental treatment referrals.

1.8 "RRF" means a Referral Request Form that has been completed with specific information identifying the eligible person, the diagnosis, and the permitted treatment recommended to the Continuing Care Manager for dental care of MISP eligible persons as evidenced by the signature of the Continuing Care Manager. As outlined in EXHIBIT 3.

2.0 DUTIES OF CONTRACTOR

2.1 **CONTRACTOR RESPONSIBILITIES** - CONTRACTOR shall provide to MISP eligible persons those Emergency Dental Services which are Medically Necessary when such services are authorized by the COUNTY, and in accordance with this Agreement. CONTRACTOR is responsible for coordinating the provision of Dental Services with the Riverside County Continuing Care Manager or MISP Administrator, P O Box 9610, Moreno Valley, California 92552-9610.

2.1.1 The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by COUNTY. When appropriate, CONTRACTOR shall be responsible for determining whether persons are eligible for services. All programs and COUNTY operating procedures shall apply, including eligibility verification, pre-certification, and prior authorization.

2.2 **FINANCIAL RISK:** CONTRACTOR shall be at financial risk for the cost of any dental services provided to an MISP eligible person that exceed the reimbursement provided by the COUNTY. CONTRACTOR shall be at financial risk for the cost of all services rendered to eligible persons during the term of this Agreement that are in excess of the amount of the monies allocated for the CONTRACTOR by the COUNTY.

2.3 **ACCESSIBILITY OF SERVICES** - CONTRACTOR shall provide timely access to Emergency Dental Care Services in accordance with community standards. CONTRACTOR shall be at financial risk for the cost of all services rendered to those persons not found to be eligible for MISP.

2.4 **PRIOR AUTHORIZATION** - CONTRACTOR shall obtain advance authorization from the Continuing Care Manager or MISP Administrator as applicable and outlined in EXHIBIT 3, prior to the rendering of any non-emergent service for an MISP eligible person. In the case of an emergency, CONTRACTOR agrees to notify the Continuing Care Manager, 26520 Cactus Avenue, Moreno Valley, California 92555, in writing during normal business hours on the day of service, or on the first working day following the service on weekends, holidays, or after hours. Failure to provide this notification will result in the non-payment by the County for those services.

2.5 **STANDARDS** - CONTRACTOR agrees to perform its duties under this agreement in a manner consistent with the reasonable administrative guidelines developed by the MISP Administrator and all applicable state and federal laws and regulations relating to the delivery of Dental Care Services and in accordance with community standards. Dental Care Services shall be rendered by qualified dental providers. All Dental Care shall be provided in accordance with generally accepted industry standards.

2.6 **ASSURANCE OF MISP DENTAL CARE** - Dental Care Services shall be rendered by qualified dental providers, unhindered by fiscal and administrative management. CONTRACTOR'S fiscal and administrative concerns or any dispute with COUNTY and CONTRACTOR concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by CONTRACTOR to MISP eligible persons.

2.7 **INSPECTION OF FACILITIES** - In every instance where CONTRACTOR utilizes a facility to provide Dental Care Services under this Agreement, such facilities shall comply with applicable State and/or federal law, and regulations. CONTRACTOR agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.8 **CITATIONS** - CONTRACTOR shall notify COUNTY in writing of formal charges of any regulatory or licensing agency, which contains any citation of CONTRACTOR for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of CONTRACTOR to carry out the duties and obligations under this Agreement.

2.9 **UTILIZATION REVIEW (UR)** - CONTRACTOR agrees to participate in the Utilization Review program developed by Riverside County Regional Medical Center Administrator and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under RCRM/MISP Administration program. CONTRACTOR agrees to provide access to COUNTY'S utilization review and case management personnel for the purpose of conducting concurrent review and case management on MISP eligible persons who are receiving Dental Care Services.

2.10 **QUALITY ASSURANCE (QA) PROGRAM** - CONTRACTOR agrees to cooperate in the COUNTY'S Quality Assurance program, with regular monitoring and evaluation of compliance with the Quality Assurance standards and policies and procedures, including participation in MISP grievance resolutions and quality of care studies for these MISP eligible persons for which CONTRACTOR shall provide services. CONTRACTOR shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by CONTRACTOR conforms with generally accepted community practices. CONTRACTOR shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.10.1 CONTRACTOR hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.

2.11 **MISP GRIEVANCE RESOLUTION** - CONTRACTOR shall make its best effort to notify MISP Administration, P O Box 9610, Moreno Valley, California 92552-9610 immediately, upon its knowledge of a complaint by an MISP eligible person. The MISP dental grievance system shall make its best efforts to resolve the dispute to the satisfaction of the MISP eligible person within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. CONTRACTOR agrees to cooperate with COUNTY in resolving MISP dental grievances related to the provision of services and agrees to participate in the grievance review procedures of COUNTY. At no time shall an MISP eligible person's medical or dental condition be permitted to deteriorate because of delay in provision of care that CONTRACTOR disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between the patient and the provider of service.

2.12 **SUBCONTRACT FOR WORK OR SERVICES**- No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

2.13 **OTHER CONTRACTUAL COMMITMENTS** - CONTRACTOR represents and assures COUNTY that contractual commitments to HMOs, competitive medical plans and/or other related entities does not restrict or impair CONTRACTOR from performing its duties under this Agreement and does not constitute a conflict of interest with the provision of Dental Care Services to MISP eligible persons. CONTRACTOR shall ensure that subcontracting providers used to provide Dental Care Services to MISP eligible persons meet the standards set by COUNTY, and consistent with community standards. CONTRACTOR shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.14 **NONDISCRIMINATION** CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, Accommodations in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), 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.

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

- A. Denying an MISP eligible person or providing to an MISP 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 MISP eligible person to separate treatment in any matter related to his/her receipt of any Dental Service, except when necessary for infection control.
- C. Restricting an MISP 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 MISP eligible person differently from others in determining whether he/she 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 to be served.

2.14.2 CONTRACTOR 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. CONTRACTOR 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.

2.15 CONFORMANCE TO OTHER LAW

CONTRACTOR certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.) and the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.).

2.15.1 CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall use its best efforts to comply therewith as to all relative elements under this Agreement.

2.16 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, CONTRACTOR shall identify the names of the following persons by listing them on EXHIBIT 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. CONTRACTOR officers;
- B. CONTRACTOR owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by CONTRACTOR;
- D. Major creditors holding more than 10% of any debts owed by CONTRACTOR.

In addition, CONTRACTOR shall use best efforts to notify COUNTY within thirty (30) days of any changes in the information in EXHIBIT 1.

2.17 AVAILABILITY OF SERVICES - CONTRACTOR agrees to provide COUNTY with current information regarding CONTRACTOR'S services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to CONTRACTOR'S services.

2.18 PROVISION OF INFORMATION - CONTRACTOR shall provide COUNTY and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. CONTRACTOR shall execute such additional verifications or documents as may be required by law or regulation.

2.19 **OTHER REPORTING** - CONTRACTOR agrees to submit all information or other reports, in a timely manner, as may be required to enable COUNTY to fulfill its reporting and other obligations under the Agreement.

2.20 **ADMINISTRATIVE GUIDELINES** - CONTRACTOR agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the COUNTY.

3.0 **LICENSE**

3.1 CONTRACTOR 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. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for immediate termination of this Agreement.

3.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement.

3.3 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to MISP Administration upon request.

3.4 Further, CONTRACTOR hereby agrees to abide by the standards of dental practice of the profession when performing services hereunder.

4.0 **DUTIES OF COUNTY**

4.1 **USE OF CONTRACTOR** - COUNTY agrees to use CONTRACTOR for the provision of Dental Care Services as set forth herein and as is determined by medical need, geographic proximity/convenience for patient, or patient preference on a referral on an as needed basis.

4.2 **ADMINISTRATION** - COUNTY agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with this Agreement.

4.3 **UTILIZATION REVIEW (UR) PROGRAM** - COUNTY shall establish a Utilization Review program; which shall seek to avoid unnecessary dental and medical services while ensuring the delivery of Dental Care Services to MISP eligible persons, which are medically necessary. The Utilization Review program will include, but will not be limited to, prior authorization, quality management and retrospective review. COUNTY shall provide prior authorization to CONTRACTOR for dental treatment of MISP eligible clients. Prior authorizations shall provide the scope of coverage and time frames for service delivery.

4.4 **ADMINISTRATION OF PAYMENTS** - COUNTY agrees to pay CONTRACTOR in accordance with the terms and procedures set forth in this Agreement.

4.5 **AVAILABILITY OF FUNDING** 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.

5.0 **BILLING AND COMPENSATION**

5.1 **CLAIMS** - In order to receive payment for services rendered, CONTRACTOR shall bill MISP/FIS on the Denti-Cal Form or a HCFA 1500 or their successor forms, whichever is applicable, **within thirty (30) days from the date of service for outpatient services**. CONTRACTOR agrees to provide COUNTY with all information necessary to verify and substantiate the provisions of and charges for Dental Care Services including providing the authorization number on the form, or their successor forms.

5.2 **SURCHARGES** - Notwithstanding the provisions herein, CONTRACTOR shall in no event, without limitation, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any MISP eligible persons for Dental Care Services provided pursuant to this Agreement. CONTRACTOR also agrees it shall not maintain any action at law or equity against an MISP eligible patient to collect sums owed by COUNTY to CONTRACTOR.

5.2.1 Upon notice of any such surcharge or action, COUNTY may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. CONTRACTOR'S obligations regarding the collection of surcharges from MISP eligible persons shall survive the termination of this Agreement.

5.2.2 Failure of CONTRACTOR to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by COUNTY pursuant to the provisions herein. In addition, COUNTY may take any other appropriate administrative or legal action to enjoin and otherwise restrain CONTRACTOR'S violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to MISP eligible persons or their representatives of any charges or surcharges collected by CONTRACTOR from MISP eligible persons.

5.3 **POTENTIAL TORT LIABILITY** - CONTRACTOR shall make no claim for recovery of the value of Dental Care Services rendered to an MISP eligible person, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased MISP eligible persons or casualty liability including Workers' Compensation awards and uninsured motorist coverage.

5.4 **COMPENSATION** - In consideration for services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to received payments in accordance with the rates and limits as outlined in EXHIBIT 2, within forty five (45) working days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

5.4.1 **ADEQUACY OF COMPENSATION** - Maximum payments by COUNTY to CONTRACTOR shall not exceed the maximum amount of this contract for the period of July 1, 2013 to June 30, 2014, shall not exceed the contract amount of Fifteen Thousand (\$15,000), with an option to renew annually for up to two one-year periods in amounts not to exceed the program budget limits.

5.5 **ADEQUACY OF COMPENSATION** - CONTRACTOR shall accept the payments specified in this Agreement as payment in full for all Dental Care Services provided to MISP eligible persons and for all administrative costs incurred for providing such services. In the event COUNTY fails to make any payments to CONTRACTOR as provided herein, MISP eligible persons shall not be liable to CONTRACTOR under any circumstances for Dental Care Services. CONTRACTOR'S prohibition regarding the collection of payments from MISP eligible persons for services covered by COUNTY shall survive the termination of this Agreement.

5.6 **DISALLOWANCE** - In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY upon request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the COUNTY.

6.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

6.1 **CONTRACTOR RESPONSIBILITY** - CONTRACTOR shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly administer the various health services programs and be consistent with state and federal law.

6.1.1 CONTRACTOR shall make available, upon written request by and 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 cost of services provided by CONTRACTOR. CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

6.2 **MONITORING** - CONTRACTOR 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 CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

6.3 **RECORDS OPEN FOR INSPECTION** - CONTRACTOR shall make available, upon written request by and 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 CONTRACTOR. All such CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. Records shall include MISP patient 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 Dental Care Services rendered to MISP eligible persons. All aforementioned records shall be made available at all reasonable times at the CONTRACTOR'S site upon reasonable request by COUNTY. CONTRACTOR shall maintain its books and records in accordance with general standards for books and record keeping.

6.4 CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

6.5 **PUBLIC RECORDS** - CONTRACTOR 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.

6.6 **QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS** - CONTRACTOR shall cooperate with COUNTY'S QA and UR programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CONTRACTOR and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

7.0 HOLD HARMLESS/INDEMNIFICATION

7.1 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR 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 claims or action based upon such alleged acts or omissions. CONTRACTOR also agrees to hold harmless the patient in the event that COUNTY cannot or will not pay for services performed by CONTRACTOR pursuant to this Agreement.

7.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 prior consent of COUNTY; provided; however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related actions, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

7.3 COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of COUNTY, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

7.4 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 CONTRACTOR'S from indemnifying the COUNTY to the fullest extent allowed by law.

8.0 INSURANCE

8.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. CONTRACTOR shall maintain such insurance or self-insurance and provide COUNTY with Certificate(s) of Coverage as set forth herein.

8.2 **WORKER'S COMPENSATION** - If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the law 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.

8.3 **COMMERCIAL GENERAL LIABILITY** - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and complete operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'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, agent or representatives as Additional Insured's. Policy 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.

8.4 **VEHICLE LIABILITY** - If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this agreement, then CONTRACTOR'S shall maintain liability insurance and/or self-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, agent or representatives as Additional Insured's.

8.5 **PROFESSIONAL LIABILITY INSURANCE** - CONTRACTOR shall maintain Professional Liability and/or self-insurance coverage for the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior to 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 Certificate of Insurance that CONTRACTOR 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.

8.6 **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 CONTRACTOR'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, CONTRACTOR'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. CONTRACTOR shall cause CONTRACTOR'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. **CONTRACTOR 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 CONTRACTOR has become inadequate.

F. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors 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.

9.0 LIABILITY FOR OBLIGATIONS

9.1 Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

10.0 DISPUTE RESOLUTION

10.1 **DISPUTES** - COUNTY and CONTRACTOR agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

10.2 **ADVERSE GOVERNMENT ACTION** - In the event any action of any department, branch or bureau of the Federal, State, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

11.0 TERMINATION OF AGREEMENT

11.1 **TERM** - This Agreement shall be effective as of July 1, 2013 and continues in effect through June 30, 2014, with an option to renew annually for up to two one-year periods in amounts not to exceed the program budget limits.

11.2 **TERMINATION** - COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

11.3 **TERMINATION AGREEMENT** - Upon the effective date of termination of this Agreement, CONTRACTOR shall provide and return to COUNTY all confidential and proprietary information.

11.4 **CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR** - The following shall constitute cause for immediate termination of this Agreement by CONTRACTOR. **Breach of Material Term and Failure to Cure** - COUNTY'S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

11.5 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by COUNTY:

- A. Breach of Material Term and Failure to Cure – CONTRACTOR’S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of CONTRACTOR to provide Dental Care Services to MISP eligibles as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of MISP Eligibles – Determination by COUNTY that the safety, health and/or welfare of MISP eligibles are placed in danger by CONTRACTOR.
- D. Loss of Licensing - Failure by CONTRACTOR to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- E. Loss of Insurance Coverage - Failure by CONTRACTOR to maintain adequate general and professional liability insurance coverage, as provided herein.
- F. Insolvency of CONTRACTOR - including the filing of bankruptcy of CONTRACTOR.

11.6 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party’s sole discretion, this Agreement may thereafter be terminated as provided herein.

11.6.1 These cure period provisions shall not be applicable when the breach is of a nature where CONTRACTOR has failed to provide services, or the safety, health and/or welfare of MISP eligible persons is at risk, at the sole determination of RCRMC/MISP Administration.

12.0 CONTINUING CARE RESPONSIBILITIES

12.1 **CARE OF MISP Eligible Persons** - In the event of termination of this Agreement, CONTRACTOR shall not be released of its obligation to continue to provide services to MISP eligible persons, and shall continue to provide and be compensated for Dental Care Services under the terms of this Agreement as outlined in EXHIBIT 2 to MISP eligible persons who are receiving treatment on an outpatient basis on the date of termination until the effective date of completion of an authorized treatment or the transfer of care of such MISP eligible to another authorized dental provider.

12.2 **MISP DENTAL RECORDS** - Upon termination of this Agreement, CONTRACTOR agrees to assist COUNTY in the transfer of MISP dental care by making available copies of dental records, patient files and other pertinent information necessary for efficient case management of MISP eligible persons.

12.3 **PHASE-OUT PAYMENT** - During the phase-out period, CONTRACTOR may file a claim with COUNTY for services provided. Compensation during the phase-out period shall be at the agreed contract rate (as outlined in EXHIBIT 2) and applicable terms that are in effect for the last term of this Agreement.

13.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1 **CONFIDENTIALITY OF INFORMATION** - COUNTY and CONTRACTOR agrees to protect from unauthorized disclosure names and other identifying information concerning either person receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

13.2 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by MISP client or MISP client's representative, any such identifying information to anyone other than authorized COUNTY personnel without prior written authorization from the COUNTY.

13.3 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.

13.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -

The CONTRACTOR 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 Contractor 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 Contractor 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.

13.5 CONTRACTOR USE OF INFORMATION - CONTRACTOR shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided.

13.6 DISSEMINATION OF INFORMATION - CONTRACTOR agrees that COUNTY may use CONTRACTOR'S name, address, and telephone number in any informational material routinely distributed to MISP eligible persons and for other purposes related to the administration and marketing of COUNTY Program as an indication of CONTRACTOR'S willingness to provide Health Care Services and/or CONTRACTOR Services to MISP eligible clients.

13.7 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing COUNTY in any promotional or advertising brochures, media announcements or other advertising or marketing material, CONTRACTOR shall first obtain the prior written consent of the Riverside County Regional Medical Center Director.

13.8 USE OF NAMES AND TRADEMARKS - COUNTY and CONTRACTOR each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. COUNTY shall be allowed to use the name of CONTRACTOR in its promotional activities and marketing campaign as described in section 13.6 herein.

14.0 GENERAL PROVISIONS

14.1 ASSIGNMENT AND DELEGATION - CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of the COUNTY, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by the COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to

COUNTY pursuant to this Agreement. CONTRACTOR 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 CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of the business dealing with CONTRACTOR under this Agreement, or filling of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

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

14.3 **ENTIRE AGREEMENT** - 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.

14.4 **AMENDMENT** - This Agreement may be amended or modified only by mutual written consent of the parties.

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

14.6 **TIME IS OF THE ESSENCE** - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

14.7 **GOVERNING LAW** - COUNTY, CONTRACTOR and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind COUNTY and CONTRACTOR, whether or not expressly provided in this Agreement.

14.8 **GOVERNMENT CLAIMS ACT** - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

15.0 **JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY**

15.1 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.

15.2 **SEVERABILITY** - 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.

15.3 **INVALIDITY AND SEVERABILITY** - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

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

15.5 **INDEPENDENT CONTRACTOR** - The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR 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. CONTRACTOR 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.

15.5.1 It is further understood and agreed by the parties hereto that CONTRACTOR 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.

16.0 INTEREST OF CONTRACTOR

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

CONDUCT OF CONTRACTOR

17.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

17.2 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in advance of official announcement.

17.3 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to COUNTY employees.

18.0 CONFLICT OF INTEREST

18.1 CONTRACTOR and CONTRACTOR'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.

19.0 EXHIBITS

19.1 All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

20.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

20.1 CONTRACTOR certifies that the individual signing herein has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

21.0 EDD REPORTING REQUIREMENTS

21.1 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.

21.2 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.

21.3 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.

22.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

22.1 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.

23.0 FORCE MAJEURE

23.1 In the event CONTRACTOR 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, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

23.2 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 CONTRACTOR for such failure to comply.

24.0 CAPTIONS AND PARAGRAPH HEADINGS

24.1 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.

25.0 NOTICES

25.1 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
P.O. Box 9610
Moreno Valley, California 92552-9610
Attn: Stephen Chu
Hospital Fiscal Officer
Fiscal Department

CONTRACTOR:

Santo Tomas Dental
69195 Ramon Road, Ste 3
Cathedral City, CA 92234
Attention: Elvia Juarez, DDS

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

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this CONTRACTOR Agreement for Dental Care Services for Riverside COUNTY

DENTAL CONTRACTOR

COUNTY OF RIVERSIDE

By: [Signature]
(Signature)

[Signature]
(Signature)

By: Elvia Juarez-Mata
(Print Name)

JEFF STONE
(Print Name)

D-D.S.
Title

Chairman, Board of Supervisor

12/2/13
Date

APR 22 2014
Date

ATTEST:
KECIA HARPER-IHEM, Clerk of the Board

By: [Signature]
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/3/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers: Elvia Juarez-Mata

Owners: Elvia Juarez-Mata

Stockholders: Elvia Juarez-Mata

Major Creditors: Elvia Juarez-Mata

EXHIBIT 2

Scope of Services

Medically Indigent Services Program MISP
Dental Outpatient services by Contract Providers
County of Riverside

OUTPATIENT DENTAL SERVICES

Outpatient Dental Services are defined to be those dental services rendered on an outpatient basis which if not diagnosed and treated, would lead to severe pain, injury or disability leading to hospitalization. The County of Riverside shall reimburse contractor based on the Denti-Cal Schedule of Maximum Allowable Rates. The following services shall be reimbursable.

A. Services Which May Be Rendered Without Prior Authorization To a Maximum of \$200.00 per patient, Per Fiscal Year (July 1, 2013 through June 30, 2014).

Treatment plan development shall reflect the limitations of the benefit set:

1. Visits and Diagnostic
 - D0150 Comprehensive oral evaluation – new or established patient
 - D0220 Intraoral – periapical first film **or**
 - D0272 Bitewings – two films
 - D0230 Intraoral – periapical each additional film

2. Management of acute pain of infection of chief complaint:
 - D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
 - D9110 Palliative (emergency) treatment of dental pain – minor procedure
 - D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
 - D7210 Surgical removal or erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth
 - D7250 Surgical removal of residual tooth roots (cutting procedure)
 - D7220 Removal of impacted tooth – soft tissue
 - D7230 Removal of impacted tooth – partially bony
 - D7240 Removal of impacted tooth – completely bony
 - D7510 incision and drainage of abscess – extraoral soft tissue
 - D7520 Incision and drainage of abscess – extraoral soft tissue
 - D4341 Periodontal scaling and root planning – four or more contiguous teeth or bounded teeth spaces per quadrant
 - D4342 Periodontal scaling and root planning – one to three teeth, per quadrant
 - D6930 Recement fixed partial denture

**TREATMENT NOTES MUST BE SUBMITTED WITH ALL
CLAIMS FOR EMERGENCY SERVICES**

Contractor shall report the provision of urgent/emergent services to the Riverside County Regional Medical Center Continuing Care Manager as outlined in Section 2.4 Standards. Notification of services and report documentation via the MISP Referral Request Form (RRF, see EXHIBIT 3) including radiograph(s), must be submitted to the MISP Fiscal Intermediary Services (FIS) claims processing department within ten (10) working day. Maxillofacial, trauma and oral surgery can be provided at:

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

B. Restrictions and Limitation to Services Rendered With Prior Authorization

Contractor shall seek prior authorization for all services that are not urgent-emergent in nature by submitting a completed MISP Referral Request Form (RRF) to the Riverside County Regional Medical Center Continuing Care Manager, P.O. Box 9610, Moreno Valley, CA 92552-9610 attn: Lidia Cox or by faxing it to (951) 486-4655. Contractor shall attach sufficient supporting medical information to the MISP Referral Request Form (RRF) for authorization determination. Treatment plan development shall reflect the limitations of the benefit set.

1. Restorative

Routine restorative services are not covered in most circumstances. Trauma related restorations required a time frame and history.

Request for treatment of deep caries (approaching pulp) must include chief complaint, periapical radiograph(s), symptoms and complete pulpal testing, including electric pulp testing (EPT) or tooth being assessed and nearest adjacent teeth.

2. Endodontics

Anterior or critical abutment teeth may be eligible for root canal therapy (CT). Posterior teeth are not generally eligible for RCT unless they are critical abutments, but may be eligible for pulpectomy. The Request Referral Form (RRF) must be accompanied by a periapical radiograph of the specific tooth and full mouth radiograph(s) showing detail of the entire dentition.

Complete pulpal testing including EPT and periodontal charting of tooth being evaluated and nearest adjacent teeth must be included, as well as the chief complaint and symptoms.

- Therapeutic pulpectomy
- Anterior root canal therapy

3. Periodontics

Routine initial periodontal treatment and maintenance are not covered.

- Full mouth debridement to enable comprehensive evaluation and diagnosis.
- This procedure will be limited to patients with medical necessity

4. Removable Prosthetics

Dentures are not ordinarily covered. Dentures and partial dentures requires prior authorization with documentation specifying urgent underlying medical need, which without immediate dental care, would lead to hospitalization or medical disability.

- Acrylic based stayplates for trauma related esthetic emergencies require a time frame and history of anterior teeth being replaced.
- Fluoride gel carrier, limited to patients having head and neck radiation and certain chemotherapy treatment.

5. Fixed Prosthetics

Fixed prosthetics are not ordinarily covered. Larger composite and amalgams build-ups can be bonded as an interim restoration. (See also, restorative criteria)

6. Extractions

Providers shall restrict extraction to two sextant per visit. Extraction of third molars and supernumerary teeth are not limited per visit. Patients needing extractions exceeding these limits must provide supporting medical information with the Request Referral Form (RRF) and radiographs.

7. Other Services

Other services may be provided through MISP via the Request Referral Form pre-authorization, given sufficient documentation at the discretion of the Riverside County Regional Medical Center continuing care manager. This benefit of services is not intended to cover all emergent dental care, which may be necessary in the unusual circumstance or medically compromised patient.

Original Request Referral Forms (RRF) shall be returned to the contractor outlining the authorized services. MISP dental providers must advise clients that non-urgent/non-emergent services may require follow-up by a Fee-For Service dental provider. Treatment will be limited in any one Fiscal Year to \$1,000.00 for any MISP eligible client, including the services rendered Without Prior Authorization. Special authorization by the Riverside County Regional Medical Center continuing care manager in writing must be obtained to exceed this limit. All dental services as authorized by the Riverside County Regional Medical Center continuing care manager at the current Denti-Cal rates will not exceed Fifteen Thousand (\$15,000.00) per dental provider per Fiscal Year, (i.e., July 1, 2013 through June 30, 2014).

C. Services Not Covered

The following services are not covered when done as a screening process, recall treatment or routine (non-urgent) care.

- Routine examination
- Routine full mouth radiograph (Photograph)
- Bitewings, four films
- Routine prophylaxis
- Routine restoration treatment
- Routine removable or fixed prosthetics

EXHIBIT 3

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP Referral Request Form

The MISP Referral Request Form will be completed as follows:

Incomplete/no signatures on the RRF will be returned to providers for completion. All eligible clients must have active MISP eligibility status.

1. Mark the Urgent/Emergent, Standing/Extended or Standard boxes as applicable.
2. Patient demographic information.
 - a) Patient last name
 - b) Patient first name
 - c) Patient middle initial
 - d) MISP class (i.e. 4 active enrollment in the MISP program, 5 active enrollment in the MISP program with an MISP Share of Cost. 8 pending Medi-Cal, 9 pending Medi-Cal with a Share of Cost)
 - e) Patient full address
 - f) Patient Social Security Number (when applicable) or Client ID
 - g) Patient telephone number
 - h) Patient date of birth
 - i) Mark appropriate box for gender
 - j) Patient RCRMC Medical Record Number.
3. Referring Provider/Clinic
 - k) Dental referring provider name
 - l) Address
 - m) Telephone number
 - n) Fax number
4. Request Provider/Service/Vendor
 - o) Dental provider name
 - p) Address
 - q) Telephone number
 - r) Fax number
5. Physician/attending signature (please print name if signature is unreadable)
6. Reason for Referral – Diagnosis/Denti-Cal codes (must be completed)
7. Requested Procedures/Orders – Please describe in detail, including Denti-Cal codes for services being requested.

8. The Riverside County Regional Medical Center Continuing Care manager will review all Referral Request Forms and will approve, denied or deferred as appropriate with signatures.
9. If Referral Request Form is faxed to provider/ vendor and/or referring provider, this box will be marked as appropriate.
10. Additional comments - any additional comments as appropriate and eligibility verification by and worked number will be clearly marked on the Referral Request Form.

EXHIBIT 4

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Eligibility Criteria

Under Section 1700 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

- Client must be able to show proof that he/she has been a resident of Riverside County for 30 days or more and be able to provide proof.
- Client must complete an MISP application form and show proof of current eligibility status.
- Client must be an adult between the ages of 21 and 64 years of age and have no linkage to the State Medi-Cal program.
- Client must not be insured.
- Client must be able to show proof of support (i.e., income).
- Client must show proof of identity.
- Client must not have a valid visitor's visa from another country.
- Client must not be in Riverside County for the sole purpose of rehabilitation.
- Client must not be institutionalized at a Skilled Nursing Facility (NSF) or Institution for Mentally Disable (IMD).

EXHIBIT 5

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

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 Level's (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP as adopted 100% of FPL and the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable. Household size will be limited to seven (7) related and non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs, income tax documentation or declaration 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-Payments Schedule

Riverside County MISP is committed to the transition of MISP beneficiaries out of the traditional uncoordinated environment into a managed care delivery system. The managed care initiative, developed by MISP administration in concert with the Department of Health Services Agency, seeks to achieve the following objectives:

- Improve the overall health of the community
- Provide for the MISP clients understanding and use of health services
- Provide client choice and improved access of appropriate health services
- Provide timely and cost-effective delivery of appropriate and quality services
- Improve client health status through health promotion
- Foster shared responsibility for health care between client and providers
- A Co-payment, due at the time services are received, has been implemented. The schedule of co-pays are as follows:
 - a) \$2.00 Per Prescription
 - b) \$5.00 Per Outpatient Visits
 - c) \$10.00 Per Emergency Room Visits

EXHIBIT 6

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP HCRM WEB ACCESS
<https://misphcrm.co.riverside.ca.us>

In order for providers to verify client MISP current enrollment eligibility through the MISP HCRM Web Access, please have ready the following information when calling.

1. Required information needed
 - Client First Name
 - Client Last Name
 - Client Social Security Number
 - Client date of birth or
 - Contact ID

2. Access the MISP HCRM Web Access by typing the web address listed above, once you access the web page, type the following information
 - User Name
 - User password
 - Click "Log In"

3. In the eligibility search type the following information where applicable.
 - Client first
 - Client last name or
 - Client Social Security Number or
 - Date of birth or
 - Contact ID
 - Click "Search Eligibility"
 - If client found, it will give the number of search found
 - Under eligibility, click on view
 - It will show contact ID and
 - A reference number will be given
 - Write down reference number for your records.
 - Once eligibility process has been complete
 - Log out

EXHIBIT 7

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Reimbursement

1. The Medically Indigent Services Program (MISP) delegates claims processing to Fiscal Intermediary Services, an organization of the Riverside County Regional Medical Center, having demonstrated the capability to perform claims processing for all services for which providers are contracted under the Medically Indigent Services Program Agreement.
2. Providers shall be paid or denied all claims within forty five (45) working days. This standard is based on the time frame from the initial receipt of the claims evidenced by a date stamp until an Explanation of Benefits (EOB) is mailed to the providers as evidenced by the postage cancellation date.
3. Providers must submit initial claims for payment no later than thirty (30) days following the date of service, evidenced by the postal cancellation
4. The claims processing systems identifies and tracks all claims, and is able to produce monthly reports which contains the following information
 - Date claims received
 - Date claims paid
 - Claims pending for payment
 - Claims on hand to be processed
 - Aging of claim
5. It is to the Provider's advantage to collect the outpatient visit co-payments amount from the member at the time of service. Patients with an MISP Share of Cost are required to pay for services only until the Share of Coast is met. Payments for services will be adjudicated at the contractual rate.
6. Submitted claims should contain the following information in order to be processed for payment in a timely manner.
 - a) All claims must be submitted for payment on a DC-017A (R4/96) or appropriate dental claims form.
 - b) Valid current five (5) alpha numeric Denti-Cal procedure codes

c) Patient demographic information

- Patient Last, First, Middle Name
- Patient Social Security Number or Client Contact ID
- Patient's gender
- Patient's date of birth
- Patient's current address
- Patient's dental record number (if applicable)

d) Referring provider information

- Radiographs attached? Number if applicable
- Other attachments
- Accident/Injury?
- Employment Related?
- Other Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISP program.
- Medi-Care Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISP program.
- Patient referring provider number (when applicable)
- All other pertinent patient information as required on forms

e) Provider information

- Full name of provider
- Address
- Telephone number
- Fax number
- Tax Identification Number (**all claims must have TIN number**)
- Dates of service
- Amount billed by procedure code
- Name of person performing service and his/her signature
- Other documentation as needed, such as RRF for prior authorization or other medical necessity notes

7. Dental claims without completed or missing information will be returned to dental providers for completion with a date noted that the additional documentation is due. If requested information is not received within the designated timeframe of the first request, a second request will be sent.
8. If dental provider does not respond to the request for additional information within 14 business day, a denial Explanation of Benefits (EOB)/letter will be issued indicating requesting information was not received.
9. Current Denti-Cal Schedule of Maximum Dental Allowances will be used as a basis for payment to dental providers.
10. FIS is available from 8:00 am – 4:00 pm Monday through Friday to assist and answer any questions related to claims processing. The telephone number is (951) 486-4195, Fax number (951) 486-4655.

11. Provider is responsible to bill all Third party payers. The Medically Indigent Services Program (MISP) is the secondary payor in the event of third party payers. During the course of treatment client becomes Medi-Cal eligible, providers are required to bill Medi-Cal and refund any payments made by Medically Indigent Services Program (MISP).

EXHIBIT 8

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Explanation of Benefits (EOB)

The FIS Explanation of Benefits will have the following information for your review in identifying the patient information on paid/denied claims. This will also be the information you will need to match the patient information with the county warrant.

1. Providers information
 - Providers name
 - Address
 - City
 - State
 - Zip code
 - TIN ID
2. Box 1
 - FIS bill ID number (15 digit number)
 - Approval/denial codes (3 digit, 1 letter, 2 number)
3. Box 2
 - Member ID number
 - Procedure code number
4. Box 3
 - Tooth number
5. Box 4
 - Patient's account number (when applicable)
6. Box 5
 - Patient Last Name
 - Dates of service from through
7. Box 6
 - Patient's First and middle name
 - Billed amount
8. Box 7
 - Quantity being billed
9. Box 8
 - Not applicable
10. Box 9
 - MISP Co-Pays (when applicable)
11. Box 10
 - Amounts being paid
12. Total Payment Due To Providers

EXHIBIT 9

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Appeals

Dental providers may appeal to Fiscal Intermediary Services (FIS) if he/she believes a claim for covered dental services rendered to an MISP eligible client has been unfairly denied. MISP encourages dental providers to work directly with FIS to resolve the issue.

Appeal Procedures

1. Dental providers who has been denied payment for services must appeal to FIS in writing within 60 (sixty) calendar days of the date printed on the FIS Explanation of Benefits as evidenced by the EOB printed date. All appeals must include the following information:
 - Copy of original DC-0174A (R4/96) dental claim form marked "COPY"
 - Copy of FIS denial EOB
 - Hardcopy of MISP RRF if prior authorization Received
 - If verbal authorization received, give details of any limitations to the authorization, name of person providing verbal authorization, date and time of authorization given (follow-up call for additional services requires same information)
 - Documentation proving an attempt to obtain authorization from the RCRMC Continuing Care Manager (at a minimum should indicate the telephone number called and the date and time the call was made and if message was left).
 - Any other information to assist FIS in validating the appropriateness of services rendered
 - Cover letter describing the argument for appeal
2. FIS verifies member MISP eligibility for dates of service in question and ensures dental claim was submitted in a timely manner by provider. If member is not eligible for MISP eligibility for the dates of service in question, a second denial EOB/letter will be issued to the appealing party.
3. If the denial is based on unauthorized services, the RCRMC Continuing Care Manager will review the appeal and renders a decision within ten (10) working days.
4. If Dental Review upholds the denial, dental provider will be notified in writing of decision.
5. If Dental Review overturns FIS denial, FIS will be notified of decision and dental provider will be sent a copy of decision and dental claim(s) will be paid within thirty (30) working days.

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

DENTAL AGREEMENT

This Agreement is made and entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, through its Medical Indigent Services Program, (MISP) hereafter referred to as COUNTY and **Santal Maria Dental Office, Elvia N. Juarez, DDS** hereafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required.

WHEREAS, COUNTY has the responsibility to provide medically necessary dental services to the residents of Riverside COUNTY who are eligible for certain medical programs;

WHEREAS, CONTRACTOR is a dental provider who has the expertise, special skills, knowledge and experience to perform the duties set out herein to persons eligible for these programs; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Dental Services as utilized by COUNTY during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 18, and EXHIBIT 1 through 9, attached hereto and incorporated herein.

1.0 DEFINITIONS

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

1.1 "Agreement" means this CONTRACTOR Agreement for the provision of dental services to the eligible persons of the Medically Indigent Services Program (MISP) of Riverside County, and all Exhibits, addendum and amendments hereto.

1.2 "Medically Indigent Services Program "(MISP) means a State mandated program developed in accordance with Welfare and Institutions Code Section 17000 at seq. (as amended by AB 799 and SB 2012)

1.3 "Emergency Dental Conditions" means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate dental attention to result in one or more of the following conditions: placing the health of the individual in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.4 "Emergency Services" means those dental services needed to evaluate or stabilize an Emergency Dental Condition as outlined in EXHIBIT 2 which is attached hereto and incorporated herein.

1.5 "Eligible Person" means those persons who have enrolled in the Medically Indigent Services program (MISP) and qualify under the guidelines as approved by the Riverside County Board of Supervisors and set forth in EXHIBIT 4 which is attached hereto and incorporated herein.

1.6 "Medically Necessary" means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.7 "Continuing Care Manager" means a manager who is employed by the County of Riverside, responsible for supervising, coordinating and authorizing dental treatment referrals.

1.8 "RRF" means a Referral Request Form that has been completed with specific information identifying the eligible person, the diagnosis, and the permitted treatment recommended to the Continuing Care Manager for dental care of MISP eligible persons as evidenced by the signature of the Continuing Care Manager. As outlined in EXHIBIT 3.

2.0 DUTIES OF CONTRACTOR

2.1 **CONTRACTOR RESPONSIBILITIES** - CONTRACTOR shall provide to MISP eligible persons those Emergency Dental Services which are Medically Necessary when such services are authorized by the COUNTY, and in accordance with this Agreement. CONTRACTOR is responsible for coordinating the provision of Dental Services with the Riverside County Continuing Care Manager or MISP Administrator, P O Box 9610, Moreno Valley, California 92552-9610.

2.1.1 The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by COUNTY. When appropriate, CONTRACTOR shall be responsible for determining whether persons are eligible for services. All programs and COUNTY operating procedures shall apply, including eligibility verification, pre-certification, and prior authorization.

2.2 **FINANCIAL RISK:** CONTRACTOR shall be at financial risk for the cost of any dental services provided to an MISP eligible person that exceed the reimbursement provided by the COUNTY. CONTRACTOR shall be at financial risk for the cost of all services rendered to eligible persons during the term of this Agreement that are in excess of the amount of the monies allocated for the CONTRACTOR by the COUNTY.

2.3 **ACCESSIBILITY OF SERVICES** - CONTRACTOR shall provide timely access to Emergency Dental Care Services in accordance with community standards. CONTRACTOR shall be at financial risk for the cost of all services rendered to those persons not found to be eligible for MISP.

2.4 **PRIOR AUTHORIZATION** - CONTRACTOR shall obtain advance authorization from the Continuing Care Manager or MISP Administrator as applicable and outlined in EXHIBIT 3, prior to the rendering of any non-emergent service for an MISP eligible person. In the case of an emergency, CONTRACTOR agrees to notify the Continuing Care Manager, 26520 Cactus Avenue, Moreno Valley, California 92555, in writing during normal business hours on the day of service, or on the first working day following the service on weekends, holidays, or after hours. Failure to provide this notification will result in the non-payment by the County for those services.

2.5 **STANDARDS** – CONTRACTOR agrees to perform its duties under this agreement in a manner consistent with the reasonable administrative guidelines developed by the MISP Administrator and all applicable state and federal laws and regulations relating to the delivery of Dental Care Services and in accordance with community standards. Dental Care Services shall be rendered by qualified dental providers. All Dental Care shall be provided in accordance with generally accepted industry standards.

2.6 **ASSURANCE OF MISP DENTAL CARE** - Dental Care Services shall be rendered by qualified dental providers, unhindered by fiscal and administrative management. CONTRACTOR'S fiscal and administrative concerns or any dispute with COUNTY and CONTRACTOR concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by CONTRACTOR to MISP eligible persons.

2.7 **INSPECTION OF FACILITIES** - In every instance where CONTRACTOR utilizes a facility to provide Dental Care Services under this Agreement, such facilities shall comply with applicable State and/or federal law, and regulations. CONTRACTOR agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.8 **CITATIONS** - CONTRACTOR shall notify COUNTY in writing of formal charges of any regulatory or licensing agency, which contains any citation of CONTRACTOR for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of CONTRACTOR to carry out the duties and obligations under this Agreement.

2.9 **UTILIZATION REVIEW (UR)** - CONTRACTOR agrees to participate in the Utilization Review program developed by Riverside County Regional Medical Center Administrator and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under RCRMC/MISP Administration program. CONTRACTOR agrees to provide access to COUNTY'S utilization review and case management personnel for the purpose of conducting concurrent review and case management on MISP eligible persons who are receiving Dental Care Services.

2.10 **QUALITY ASSURANCE (QA) PROGRAM** - CONTRACTOR agrees to cooperate in the COUNTY'S Quality Assurance program, with regular monitoring and evaluation of compliance with the Quality Assurance standards and policies and procedures, including participation in MISP grievance resolutions and quality of care studies for these MISP eligible persons for which CONTRACTOR shall provide services. CONTRACTOR shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by CONTRACTOR conforms with generally accepted community practices. CONTRACTOR shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.10.1 CONTRACTOR hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.

2.11 **MISP GRIEVANCE RESOLUTION** - CONTRACTOR shall make its best effort to notify MISP Administration, P O Box 9610, Moreno Valley, California 92552-9610 immediately, upon its knowledge of a complaint by an MISP eligible person. The MISP dental grievance system shall make its best efforts to resolve the dispute to the satisfaction of the MISP eligible person within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. CONTRACTOR agrees to cooperate with COUNTY in resolving MISP dental grievances related to the provision of services and agrees to participate in the grievance review procedures of COUNTY. At no time shall an MISP eligible person's medical or dental condition be permitted to deteriorate because of delay in provision of care that CONTRACTOR disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between the patient and the provider of service.

2.12 **SUBCONTRACT FOR WORK OR SERVICES**- No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

2.13 **OTHER CONTRACTUAL COMMITMENTS** - CONTRACTOR represents and assures COUNTY that contractual commitments to HMOs, competitive medical plans and/or other related entities does not restrict or impair CONTRACTOR from performing its duties under this Agreement and does not constitute a conflict of interest with the provision of Dental Care Services to MISP eligible persons. CONTRACTOR shall ensure that subcontracting providers used to provide Dental Care Services to MISP eligible persons meet the standards set by COUNTY, and consistent with community standards. CONTRACTOR shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.14 **NONDISCRIMINATION** CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, Accommodations in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), 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.

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

- A. Denying an MISP eligible person or providing to an MISP 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 MISP eligible person to separate treatment in any matter related to his/her receipt of any Dental Service, except when necessary for infection control.
- C. Restricting an MISP 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 MISP eligible person differently from others in determining whether he/she 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 to be served.

2.14.2 CONTRACTOR 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. CONTRACTOR 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.

2.15 CONFORMANCE TO OTHER LAW

CONTRACTOR certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.) and the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.).

2.15.1 CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall use its best efforts to comply therewith as to all relative elements under this Agreement.

2.16 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, CONTRACTOR shall identify the names of the following persons by listing them on EXHIBIT 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. CONTRACTOR officers;
- B. CONTRACTOR owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by CONTRACTOR;
- D. Major creditors holding more than 10% of any debts owed by CONTRACTOR.

In addition, CONTRACTOR shall use best efforts to notify COUNTY within thirty (30) days of any changes in the information in EXHIBIT 1.

2.17 AVAILABILITY OF SERVICES - CONTRACTOR agrees to provide COUNTY with current information regarding CONTRACTOR'S services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to CONTRACTOR'S services.

2.18 PROVISION OF INFORMATION - CONTRACTOR shall provide COUNTY and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. CONTRACTOR shall execute such additional verifications or documents as may be required by law or regulation.

2.19 **OTHER REPORTING** - CONTRACTOR agrees to submit all information or other reports, in a timely manner, as may be required to enable COUNTY to fulfill its reporting and other obligations under the Agreement.

2.20 **ADMINISTRATIVE GUIDELINES** - CONTRACTOR agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the COUNTY.

3.0 LICENSE

3.1 CONTRACTOR 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. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for immediate termination of this Agreement.

3.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement.

3.3 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to MISP Administration upon request.

3.4 Further, CONTRACTOR hereby agrees to abide by the standards of dental practice of the profession when performing services hereunder.

4.0 DUTIES OF COUNTY

4.1 **USE OF CONTRACTOR** - COUNTY agrees to use CONTRACTOR for the provision of Dental Care Services as set forth herein and as is determined by medical need, geographic proximity/convenience for patient, or patient preference on a referral on an as needed basis.

4.2 **ADMINISTRATION** - COUNTY agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with this Agreement.

4.3 **UTILIZATION REVIEW (UR) PROGRAM** - COUNTY shall establish a Utilization Review program, which shall seek to avoid unnecessary dental and medical services while ensuring the delivery of Dental Care Services to MISP eligible persons, which are medically necessary. The Utilization Review program will include, but will not be limited to, prior authorization, quality management and retrospective review. COUNTY shall provide prior authorization to CONTRACTOR for dental treatment of MISP eligible clients. Prior authorizations shall provide the scope of coverage and time frames for service delivery.

4.4 **ADMINISTRATION OF PAYMENTS** - COUNTY agrees to pay CONTRACTOR in accordance with the terms and procedures set forth in this Agreement.

4.5 **AVAILABILITY OF FUNDING** 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.

5.0 **BILLING AND COMPENSATION**

5.1 **CLAIMS** - In order to receive payment for services rendered, CONTRACTOR shall bill MISP/FIS on the Denti-Cal Form or a HCFA 1500 or their successor forms, whichever is applicable, **within thirty (30) days from the date of service for outpatient services**. CONTRACTOR agrees to provide COUNTY with all information necessary to verify and substantiate the provisions of and charges for Dental Care Services including providing the authorization number on the form, or their successor forms.

5.2 **SURCHARGES** - Notwithstanding the provisions herein, CONTRACTOR shall in no event, without limitation, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any MISP eligible persons for Dental Care Services provided pursuant to this Agreement. CONTRACTOR also agrees it shall not maintain any action at law or equity against an MISP eligible patient to collect sums owed by COUNTY to CONTRACTOR.

5.2.1 Upon notice of any such surcharge or action, COUNTY may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. CONTRACTOR'S obligations regarding the collection of surcharges from MISP eligible persons shall survive the termination of this Agreement.

5.2.2 Failure of CONTRACTOR to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by COUNTY pursuant to the provisions herein. In addition, COUNTY may take any other appropriate administrative or legal action to enjoin and otherwise restrain CONTRACTOR'S violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to MISP eligible persons or their representatives of any charges or surcharges collected by CONTRACTOR from MISP eligible persons.

5.3 **POTENTIAL TORT LIABILITY** - CONTRACTOR shall make no claim for recovery of the value of Dental Care Services rendered to an MISP eligible person, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased MISP eligible persons or casualty liability including Workers' Compensation awards and uninsured motorist coverage.

5.4 **COMPENSATION** - In consideration for services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to received payments in accordance with the rates and limits as outlined in EXHIBIT 2, within forty five (45) working days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

5.4.1 **ADEQUACY OF COMPENSATION** - Maximum payments by COUNTY to CONTRACTOR shall not exceed the maximum amount of this contract for the period of July 1, 2013 to June 30, 2014, shall not exceed the contract amount of Fifteen Thousand (\$15,000), with an option to renew annually for up to two one-year periods in amounts not to exceed the program budget limits.

5.5 **ADEQUACY OF COMPENSATION** - CONTRACTOR shall accept the payments specified in this Agreement as payment in full for all Dental Care Services provided to MISP eligible persons and for all administrative costs incurred for providing such services. In the event COUNTY fails to make any payments to CONTRACTOR as provided herein, MISP eligible persons shall not be liable to CONTRACTOR under any circumstances for Dental Care Services. CONTRACTOR'S prohibition regarding the collection of payments from MISP eligible persons for services covered by COUNTY shall survive the termination of this Agreement.

5.6 **DISALLOWANCE** - In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY upon request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the COUNTY.

6.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

6.1 **CONTRACTOR RESPONSIBILITY** - CONTRACTOR shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly administer the various health services programs and be consistent with state and federal law.

6.1.1 CONTRACTOR shall make available, upon written request by and 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 cost of services provided by CONTRACTOR. CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

6.2 **MONITORING** - CONTRACTOR 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 CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

6.3 **RECORDS OPEN FOR INSPECTION** - CONTRACTOR shall make available, upon written request by and 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 CONTRACTOR. All such CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. Records shall include MISP patient 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 Dental Care Services rendered to MISP eligible persons. All aforementioned records shall be made available at all reasonable times at the CONTRACTOR'S site upon reasonable request by COUNTY. CONTRACTOR shall maintain its books and records in accordance with general standards for books and record keeping.

6.4 CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

6.5 **PUBLIC RECORDS** - CONTRACTOR 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.

6.6 **QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS** - CONTRACTOR shall cooperate with COUNTY'S QA and UR programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CONTRACTOR and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

7.0 HOLD HARMLESS/INDEMNIFICATION

7.1 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR 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 claims or action based upon such alleged acts or omissions. CONTRACTOR also agrees to hold harmless the patient in the event that COUNTY cannot or will not pay for services performed by CONTRACTOR pursuant to this Agreement.

7.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 prior consent of COUNTY; provided; however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related actions, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

7.3 COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of COUNTY, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

7.4 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 CONTRACTOR'S from indemnifying the COUNTY to the fullest extent allowed by law.

8.0 INSURANCE

8.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. CONTRACTOR shall maintain such insurance or self-insurance and provide COUNTY with Certificate(s) of Coverage as set forth herein.

8.2 **WORKER'S COMPENSATION** - If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the law 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.

8.3 **COMMERCIAL GENERAL LIABILITY** - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and complete operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'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, agent or representatives as Additional Insured's. Policy 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.

8.4 **VEHICLE LIABILITY** - If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this agreement, then CONTRACTOR'S shall maintain liability insurance and/or self-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, agent or representatives as Additional Insured's.

8.5 **PROFESSIONAL LIABILITY INSURANCE** - CONTRACTOR shall maintain Professional Liability and/or self-insurance coverage for the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior to 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 Certificate of Insurance that CONTRACTOR 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.

8.6 **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 CONTRACTOR'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, CONTRACTOR'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. CONTRACTOR shall cause CONTRACTOR'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. **CONTRACTOR 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 CONTRACTOR has become inadequate.

F. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors 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.

9.0 LIABILITY FOR OBLIGATIONS

9.1 Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

10.0 DISPUTE RESOLUTION

10.1 **DISPUTES** - COUNTY and CONTRACTOR agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

10.2 **ADVERSE GOVERNMENT ACTION** - In the event any action of any department, branch or bureau of the Federal, State, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

11.0 TERMINATION OF AGREEMENT

11.1 **TERM** - This Agreement shall be effective as of July 1, 2013 and continues in effect through June 30, 2014, with an option to renew annually for up to two one-year periods in amounts not to exceed the program budget limits.

11.2 **TERMINATION** - COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

11.3 **TERMINATION AGREEMENT** - Upon the effective date of termination of this Agreement, CONTRACTOR shall provide and return to COUNTY all confidential and proprietary information.

11.4 **CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR** - The following shall constitute cause for immediate termination of this Agreement by CONTRACTOR. **Breach of Material Term and Failure to Cure** - COUNTY'S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

11.5 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by COUNTY:

- A. Breach of Material Term and Failure to Cure – CONTRACTOR’S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of CONTRACTOR to provide Dental Care Services to MISP eligibles as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of MISP Eligibles – Determination by COUNTY that the safety, health and/or welfare of MISP eligibles are placed in danger by CONTRACTOR.
- D. Loss of Licensing - Failure by CONTRACTOR to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- E. Loss of Insurance Coverage - Failure by CONTRACTOR to maintain adequate general and professional liability insurance coverage, as provided herein.
- F. Insolvency of CONTRACTOR - including the filing of bankruptcy of CONTRACTOR.

11.6 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party’s sole discretion, this Agreement may thereafter be terminated as provided herein.

11.6.1 These cure period provisions shall not be applicable when the breach is of a nature where CONTRACTOR has failed to provide services, or the safety, health and/or welfare of MISP eligible persons is at risk, at the sole determination of RCRMC/MISP Administration.

12.0 CONTINUING CARE RESPONSIBILITIES

12.1 **CARE OF MISP Eligible Persons** - In the event of termination of this Agreement, CONTRACTOR shall not be released of its obligation to continue to provide services to MISP eligible persons, and shall continue to provide and be compensated for Dental Care Services under the terms of this Agreement as outlined in EXHIBIT 2 to MISP eligible persons who are receiving treatment on an outpatient basis on the date of termination until the effective date of completion of an authorized treatment or the transfer of care of such MISP eligible to another authorized dental provider.

12.2 **MISP DENTAL RECORDS** - Upon termination of this Agreement, CONTRACTOR agrees to assist COUNTY in the transfer of MISP dental care by making available copies of dental records, patient files and other pertinent information necessary for efficient case management of MISP eligible persons.

12.3 **PHASE-OUT PAYMENT** - During the phase-out period, CONTRACTOR may file a claim with COUNTY for services provided. Compensation during the phase-out period shall be at the agreed contract rate (as outlined in EXHIBIT 2) and applicable terms that are in effect for the last term of this Agreement.

13.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1 **CONFIDENTIALITY OF INFORMATION** - COUNTY and CONTRACTOR agrees to protect from unauthorized disclosure names and other identifying information concerning either person receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

13.2 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by MISP client or MISP client's representative, any such identifying information to anyone other than authorized COUNTY personnel without prior written authorization from the COUNTY.

13.3 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.

13.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -

The CONTRACTOR 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 Contractor 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 Contractor 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.

13.5 CONTRACTOR USE OF INFORMATION - CONTRACTOR shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided.

13.6 DISSEMINATION OF INFORMATION - CONTRACTOR agrees that COUNTY may use CONTRACTOR'S name, address, and telephone number in any informational material routinely distributed to MISP eligible persons and for other purposes related to the administration and marketing of COUNTY Program as an indication of CONTRACTOR'S willingness to provide Health Care Services and/or CONTRACTOR Services to MISP eligible clients.

13.7 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing COUNTY in any promotional or advertising brochures, media announcements or other advertising or marketing material, CONTRACTOR shall first obtain the prior written consent of the Riverside County Regional Medical Center Director.

13.8 USE OF NAMES AND TRADEMARKS - COUNTY and CONTRACTOR each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. COUNTY shall be allowed to use the name of CONTRACTOR in its promotional activities and marketing campaign as described in section 13.6 herein.

14.0 GENERAL PROVISIONS

14.1 ASSIGNMENT AND DELEGATION – CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of the COUNTY, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by the COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to