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 not in conformance 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 assumes 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 for a particular service from any third party payor, including Medicare or Medi-Cal, the clinic is required to bill the third party payor and refund 100 % of any payment made by MISP on behalf of the client.

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

Neighborhood Healthcare – Temecula
41840 Enterprise Circle North
Temecula, Ca 92590

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 MISP Eligible Persons at the lesser of billed charges or Eighty dollars ($80.00) 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 shall not exceed the program budget limit amount of Twenty Thousand dollars ($20,000).

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) working days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions of Exhibit 5.

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 Contractor and shall not be 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.

5.0 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. CLINIC shall maintain all such 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 representatives 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): Both the COUNTY and CLINIC are "covered entities" 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. .

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 appropriate professional 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

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 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.

6.4 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.

7.0 INSURANCE

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 coverages during the term of this Agreement. As respects to te insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CLINIC's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

C. Vehicle Liability:

If 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 the COUNTY as Additional Insureds.

D. Professional Liability:

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 $2,000,000 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 as long as the law allows.

E. General Insurance Provisions - All lines:

1) 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.

2) The CLINIC must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each

such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CLINIC's carriers shall either; 1) reduce or eliminate such self-insured retention 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.

3) 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, and 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 and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CLINIC's insurance 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.

5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CLINIC has become inadequate.

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

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

8) CLINIC agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8.0 TERM AND TERMINATION

8.1 The effective date of this Agreement, except as otherwise provided herein, shall be July 1, 2016 and it shall remain in effect through June 30, 2017 (a term of twelve- [12] months) with the option to renew for four (4) additional years in one-year increments, unless sooner terminated as provided herein.

8.2 Failure of CLINIC or COUNTY, or their officers, agents, or employees to comply with terms of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving 30 days written notice in accordance with paragraph 11.1 of this Agreement and, if appropriate, a reasonable opportunity to cure such breach.

8.3 COUNTY may immediately 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, or MediCal or if CLINIC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that CLINIC or such agents, subcontractors, or employees may be engaging in a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.

8.4 In the event of any termination of this Agreement, CLINIC shall be entitled to reimbursement for authorized Medical Services under this Agreement through and including the effective date of such termination.

8.5 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.

9.0 DELEGATION AND ASSIGNMENT

9.1 CLINIC shall not delegate 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.

10.0 RESPONSIBILITY FOR CARE

10.1 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.

11.0 JURISDICTION, VENUE, , SEVERABILITY

11.1 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

11.2 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.

12.0 WAIVER

12.1 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 or preventing COUNTY from enforcement of the terms of this Agreement.

13.0 FORCE MAJEURE

If either party is unable to comply with any provision of this agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

14.0 ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

15.0 NOTICE

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: Joseph González
Accounting Technician I
FIS- MISP Claims Dept.

CLINIC:
Neighborhood Healthcare
425 North Date Street
Escondido, Ca 92025
Tracy Ream, CEO

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
~~Zarch Sarrafian~~ **JOHN J. BENOIT**
~~CEO – Health System~~
CHAIRMAN, BOARD OF SUPERVISORS

Date: _____
DEC 06 2016

Neighborhood Healthcare - Temecula

By: _____
Tracy Ream
Chief Executive Officer

Date: 9/8/16

APPROVED AS TO FORM:
County Counsel

By: _____
Martha Ann Knutson,
Deputy County Counsel

ATTEST:
KECIA HARPER-IHEM, Clerk

By: _____
DEPUTY

EXHIBIT 1

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 Riverside University Health Systems- Medical Center and Riverside University Health System – Care Clinics

Claims for services rendered are processed against the contract amount below and notification will be 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 MISP Referral Request Form.

Denied claims may be appealed in writing within 60 calendar days of the date on the Explanation of Benefits (EOB) 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 mailroom.

Compensation

The County of Riverside Medically Indigent Services Program (MISP) will reimburse CLINIC for outpatient medical services rendered to Eligible Persons at the lesser of billed charges or Eighty dollars ($80.00) per visit. All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC.

Current contract amount is as follows:

Neighborhood Healthcare – Temecula	$20,000

Exhibit 2

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 MISP authorized 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
- Emergency 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 3

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. Must not be insured be insured or have access to a health plan
7. Client must **not** have a valid visitor's visa from another country
8. Client must **not** be in Riverside County for the sole purpose of rehabilitation
9. Be in a Skilled Nursing Home (SNF) or Institution for Mentally Disabled (IMD)

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:

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 , 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:

- $2.00 per prescription
- $5.00 per outpatient visit, such as doctors or special visits
- $10.00 per emergency room visit
- $0.00 per ancillary service such as lab; x-rays; chemo or radiation treatments; physical, speech or occupational therapy. (BOS 06/19/200)

EXHIBIT 4

County of Riverside
Riverside University Health Systems – 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 5

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:

1. The Medically Indigent Services Program (MISP) delegates claims processing to Fiscal Intermediary Services, an organization of the Riverside University Health System - 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.

   - Claims shall be submitted using a HCFA 1500 or its successor form.
   - Claims shall be submitted in a timely fashion defined as within one hundred and twenty (120) days of the date of services.
   - Claims may be submitted up to one (1) year from the date of service.
   - 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
   - Applicable Reports must be attached, i.e. dictated emergency room reports, operative reports, etc.

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. 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.

4. Medical claims without completed or missing information will be returned to medical 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.

5. If medical provider does not respond to the request for additional information within thirty (30) business days, a denial Explanation of Benefits (EOB) letter will be issued indicating requesting information was not received.

6. 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, if client becomes Medi-Cal eligible, providers are required to bill Medi-Cal and refund any payments made by Medically Indigent Services Program (MISP).

7. MISP-FIS is available from 8:00 am – 4:00 pm Monday through Friday (except holidays) to assist and answer any questions related to claims processing. The telephone number is (951) 486-4195, Fax number (951) 486-4655.

Appeal guidelines:

A provider may file an appeal with the MISP-FIS claims processing department if they are in disagreement with an MISP-FIS adjudication of a claim. Providers must submit the appeal of a specific none payment, underpayment and/or denial of claims in writing and received by MISP-FIS claims processing department through U.S. mail within sixty (60) calendar days from the date printed on the FIS - MISP explanation of benefits (EOB) that reported the particular payment denial with supporting documentation.
Providers who fail to appeal within 60 calendar days waive all rights to dispute said payment.

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

   - <u>General Outpatient Visits:</u>

Ambulatory (Outpatient) service center:
Clinic
Physicians' office
Other
Non-Hospital provider services, hospital outpatient departments.

   - <u>Ambulatory Surgery Visits:</u>
     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.

   - <u>Dental Visits:</u>
     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

#2865

RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM

MEDICAL CLINIC AGREEMENT

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

WHEREAS, COUNTY has a legal obligation to provide "medically necessary Health Care Services," as that term is defined and more particularly set forth in this Agreement to "eligible persons," in accordance with Welfare and Institutions Code Section 17000 et seq. which is discharges through operation of the Medically Indigent Services Program (MISP); 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;

WHEREFORE, the PARTIES hereto mutually agree to the following terms and conditions to perform all services at the specified prices stated in Exhibits 1 through 5 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 services rendered on an outpatient basis in accordance with sound medical practice and as required to prevent disability, avoid emergency, or promote wellness..

1.2 "Outpatient Services" means those medical services set forth in Paragraph 1.1 above, rendered by CLINIC away from a 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" (SoC) 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. (See Exhibit 3 for Co-payment rates)

1.6 "Claim" is defined to be a request for compensation based on medical services rendered which has been filed by CLINIC according to this Agreement. (See Exhibit 5 for claim submission requirements)

1.7 "RRF" means a Referral Request Form which has been completed by the CLINIC 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 CLINIC

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 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 clinics and Riverside University Health System - 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, gender identity 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, gender identity 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 per 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 not in conformance 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 assumes 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 for a particular service from any third party payor, including Medicare or Medi-Cal, the clinic is required to bill the third party payor and refund 100 % of any payment made by MISP on behalf of the client.

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

Borrego Community Health Foundation
Centro Medico Coachella
55497 Van Buren Street
Coachella, Ca 92236

Borrego Community Health Foundation
Centro Medico OASIS
88775 Avenue 76, Suite 1
Thermal, Ca 92274

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 MISP Eligible Persons at the lesser of billed charges or Eighty dollars

($80.00) 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 shall not exceed the program budget limit amount of Eighty Nine Thousand dollars ($89,000).

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) working days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions of Exhibit 5.

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 Contractor and shall not be 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.

5.0 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. CLINIC shall maintain all such 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 representatives 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): Both the COUNTY and CLINIC are "covered entities" 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. .

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 appropriate professional 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

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 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.

6.4 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.

7.0 INSURANCE

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 coverages during the term of this Agreement. As respects to te insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed

officials, agents, or representatives as Additional Insureds.

A. 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CLINIC's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

C. Vehicle Liability:

If 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 the COUNTY as Additional Insureds.

D. Professional Liability:

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 $2,000,000 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 as long as the law allows.

E. General Insurance Provisions - All lines:

1) 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.

2) The CLINIC must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured

retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CLINIC's carriers shall either; 1) reduce or eliminate such self-insured retention 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.

3) 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, and 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 and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CLINIC's insurance 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.

5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CLINIC has become inadequate.

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

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

8) CLINIC agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8.0 TERM AND TERMINATION

8.1 The effective date of this Agreement, except as otherwise provided herein, shall be July 1, 2016 and it shall remain in effect through June 30, 2017 (a

term of twelve- [12] months) with the option to renew for four (4) additional years in one-year increments, unless sooner terminated as provided herein.

8.2 Failure of CLINIC or COUNTY, or their officers, agents, or employees to comply with terms of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving 30 days written notice in accordance with paragraph 11.1 of this Agreement and, if appropriate, a reasonable opportunity to cure such breach.

8.3 COUNTY may immediately 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, or MediCal or if CLINIC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that CLINIC or such agents, subcontractors, or employees may be engaging in a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.

8.4 In the event of any termination of this Agreement, CLINIC shall be entitled to reimbursement for authorized Medical Services under this Agreement through and including the effective date of such termination.

8.5 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.

9.0 DELEGATION AND ASSIGNMENT

9.1 CLINIC shall not delegate 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.

10.0 RESPONSIBILITY FOR CARE

10.1 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.

11.0 JURISDICTION, VENUE, , SEVERABILITY

11.1 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

11.2 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.

12.0 WAIVER

12.1 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 or preventing COUNTY from enforcement of the terms of this Agreement.

13.0 FORCE MAJEURE

If either party is unable to comply with any provision of this agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

14.0 ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified

only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

15.0 NOTICE

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: Joseph González
Accounting Technician I
FIS- MISP Claims Dept.

CLINIC:
Borrego Community Health Foundation
P.O. Box 2369
Borrego Springs, Ca 922004
Bruce Hebets, CEO

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
~~Zareh Sarrafian,~~ **JOHN J. BENOIT**
~~CEO - Health System~~
CHAIRMAN, BOARD OF SUPERVISORS

Date: DEC 06 2016

Borrego Community Health Foundation

By: _____
Bruce Hebets
Chief Executive Officer

Date: 9-1-16

APPROVED AS TO FORM:
County Counsel

By: _____
Martha Ann Knutson,
Deputy County Counsel

ATTEST:
KECIA HARPER-IHEM, Clerk
By _____
DEPUTY

EXHIBIT 1

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 Riverside University Health Systems- Medical Center and Riverside University Health System – Care Clinics

Claims for services rendered are processed against the contract amount below and notification will be 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 MISP Referral Request Form.

Denied claims may be appealed in writing within 60 calendar days of the date on the Explanation of Benefits (EOB) 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 mailroom.

Compensation

The County of Riverside Medically Indigent Services Program (MISP) will reimburse CLINIC for outpatient medical services rendered to Eligible Persons at the lesser of billed charges or Eighty dollars ($80.00) per visit. All services are considered inclusive of any social, transportation or other supplemental or technical fees charged by CLINIC.

Current contract amount is as follows:

Borrego Community Health Foundation	$89,000

Exhibit 2

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 MISP authorized 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
- Emergency 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 3

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. Must not be insured be insured or have access to a health plan
7. Client must **not** have a valid visitor's visa from another country
8. Client must **not** be in Riverside County for the sole purpose of rehabilitation
9. Be in a Skilled Nursing Home (SNF) or Institution for Mentally Disabled (IMD)

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:

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 , 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:

- $2.00 per prescription
- $5.00 per outpatient visit, such as doctors or special visits
- $10.00 per emergency room visit
- $0.00 per ancillary service such as lab; x-rays; chemo or radiation treatments; physical, speech or occupational therapy. (BOS 06/19/200)

EXHIBIT 4

County of Riverside
Riverside University Health Systems – 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 5

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:

1. The Medically Indigent Services Program (MISP) delegates claims processing to Fiscal Intermediary Services, an organization of the Riverside University Health System - 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.

   - Claims shall be submitted using a HCFA 1500 or its successor form.
   - Claims shall be submitted in a timely fashion defined as within one hundred and twenty (120) days of the date of services.
   - Claims may be submitted up to one (1) year from the date of service.
   - 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
   - Applicable Reports must be attached, i.e. dictated emergency room reports, operative reports, etc.

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. 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.

4. Medical claims without completed or missing information will be returned to medical 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.

5. If medical provider does not respond to the request for additional information within thirty (30) business days, a denial Explanation of Benefits (EOB) letter will be issued indicating requesting information was not received.

6. 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, if client becomes Medi-Cal eligible, providers are required to bill Medi-Cal and refund any payments made by Medically Indigent Services Program (MISP).

7. MISP-FIS is available from 8:00 am – 4:00 pm Monday through Friday (except holidays) to assist and answer any questions related to claims processing. The telephone number is (951) 486-4195, Fax number (951) 486-4655.

Appeal guidelines:

A provider may file an appeal with the MISP-FIS claims processing department if they are in disagreement with an MISP-FIS adjudication of a claim. Providers must submit the appeal of a specific none payment, underpayment and/or denial of claims in writing and received by MISP-FIS claims processing department through U.S. mail within sixty (60) calendar days from the date printed on the FIS - MISP explanation of benefits (EOB) that reported the particular payment denial with supporting documentation.
Providers who fail to appeal within 60 calendar days waive all rights to dispute said payment.

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:
Clinic
Physicians' office
Other
Non-Hospital 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