



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Riverside
University
HEALTH SYSTI
Medical Cent**

ITEM
15.1
(ID # 9898)

MEETING DATE:
Tuesday, June 4, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and approve the Hospital Services Agreement and Physician Services Agreement with Loma Linda University Medical Center and Loma Linda University Health Care for Out Patient Hospital Ancillary Services and Out Patient Professional Services Care without seeking competitive bids for one year with the option to renew for three additional years in one-year increments, All Districts. [Total Cost \$3,360,000, up to \$336,000 in additional compensation, \$840,000 annually, 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Governing Board:

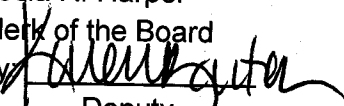
1. Ratify and approve the Medically Indigent Services Program Ancillary Agreement with Loma Linda University Medical Center to provide ancillary services for the contract term of (1) one year, May 1, 2019 through April 30, 2020, with options to renew for three additional years in one-year increments, not to exceed an annual amount of \$750,000; authorize the Chairman of the Board to sign the agreement on behalf of the County.
2. Ratify and approve the Medically Indigent Service Program Physician Professional Agreement with Loma Linda University Health Care to provide physician services for the contract term (1) one year, May 1, 2019 through April 30, 2020, with options to renew for three additional years in one-year increments, not to exceed an annual amount of \$90,000; authorize the Chairman of the Board to sign the agreement on behalf of the County.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

ACTION:Policy

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 4, 2019
xc: RUHS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 140,000	\$ 840,000	\$ 3,360,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment:	No
			For Fiscal Year:	18/19-22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System (RUHS) requests the Board of Supervisors to ratify and approve the Medically Indigent Services Program (MISP) Ancillary Agreement with Loma Linda University Medical Center and Medically Indigent Services Program Physician Professional Agreement with Loma Linda University Health Care (LLUHC). MISP patients in need of higher level of medical care will seek medical treatment via an approved referral at Loma Linda Medical Center and with Loma Linda Health Care physicians, on a hospital, outpatient basis.

MISP patient services at RUHS remain in high demand. The medical needs of MISP patients continues to drive the selection of an experienced and highly qualified group to care for them. The great care received by Loma Linda University Health Care and Loma Linda University Medical Center physicians have been a main contributor to RUHS - Medical Center's success in approved patient care and the ability to improve its physician services.

Impact on Residents and Businesses

The program provides unmet hospital and specialty care needs to the indigent care population eligible for MISP. The provision of indigent medical services is mandated by the State of California under WIC Code Section 1700 as a condition for receiving realignment funding.

Additional Fiscal Information

MISP usually reimburses providers using rates established by the State of California's Medi-Cal program. Rate negotiations do not often occur as reimbursement rates are based on the State Medi-Cal fee schedule. The Medically Indigent Services Program (MISP) budget houses the funding to pay for medical services for adults between the ages 21-64 whose income places them in the range of 0-200 percent of the Federal Poverty Level and who don't meet eligibility requirements for Medi-Cal under Affordable Care Act (ACA) Healthcare Reform. Additionally, the MISP Claims department consistently seeks avenues of lowering costs by utilizing the current State of California Medi-Cal formulary for drug expenses.

Since these Agreements will cover parts of two fiscal years (18-19 and 19-20), the amount to

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be expended in each year has been estimated assuming that a twelfth of the budgeted amount will be needed in each calendar month.

Contract History and Price Reasonableness

MISP is requesting to pay Loma Linda University Health Care and Loma Linda University Medical Center without seeking competitive bids at rates calculated with reference to the Medicare Fee Schedule. Specifically, 110% of Medicare fee schedule where that schedule includes the service. In addition, the contract provides for a rate of \$38 per American Society of Anesthesiologists (ASA) period of service for Anesthesia services and payment at 40% of billed charges on pass through items that do not have a set value on the Medicare fee schedule. This higher than usual rate of reimbursement is justified by the few providers that can and are willing to provide the services for which MISP patients will be sent to Loma Linda University Medical Center and LLUHC.

ATTACHMENTS:

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

**ANCILLARY AGREEMENT WITH LOMA LINDA UNIVERSITY MEDICAL CENTER, a
California non-profit religious corporation.**

THIS ANCILLARY AGREEMENT ("Agreement") is made and entered into by and between the COUNTY of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System-Medical Center, herein referred to as "COUNTY," and **LOMA LINDA UNIVERSITY MEDICAL CENTER**, a California nonprofit religious corporation, herein referred to as "HOSPITAL," sometimes individually herein referred to as a "Party" or collectively herein referred to as the "Parties."

WHEREAS, COUNTY has a legal obligation to provide "Medical 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 discharged through its operation of the Medically Indigent Services Program (MISP); and

WHEREAS, HOSPITAL 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 HOSPITAL wish to cooperate in the operation of a medical services plan to provide Medical Services to Eligible Persons;

THEREFORE, the Parties hereto mutually agree to the following terms and conditions to perform Medical 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 HOSPITAL away from a hospital inpatient or emergency room environment.

1.3 "Eligible Person(s)" 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" means a request for compensation based on Medical Services rendered which has been filed by HOSPITAL 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 COUNTY 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 HOSPITAL

2.1 HOSPITAL 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 HOSPITAL 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 HOSPITAL shall provide timely access to Medical Services, and provide for reasonable hours of operations.

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

2.5 HOSPITAL shall allow the COUNTY all reasonable necessary access to HOSPITAL's medical records and personnel (in accordance with HOSPITAL's access policies) to allow the COUNTY to determine the appropriateness of Medical Services rendered and to verify Claim of HOSPITAL.

2.6 The HOSPITAL shall not unlawfully discriminate in the applicable provision of

Medical 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 Medical 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 Medical Services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible per served.
- 2.7 HOSPITAL agrees to comply with the provisions of Title 2, CCR, Section 11105 et. seq., as may be amended from time to time, as incorporated by reference herein. HOSPITAL agrees to include this Nondiscrimination clause in any and all subcontracts to perform Medical Services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 11105 shall be applicable for this Agreement.
- 2.8 HOSPITAL hereby agrees that, where applicable, Medical Services provided hereunder will be performed in harmony with COUNTY policy and procedure.
- 2.9 HOSPITAL 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 HOSPITAL.

- 2.10 HOSPITAL, shall post notices of the procedures for applying for reduced cost health care in all patient waiting rooms.
- 2.11 HOSPITAL may only deny Medical Services to Eligible Person(s) if the patient has not received pre-authorization for those services by the issuance of a request referral form pursuant to paragraph 3.3 herein
- 2.12 HOSPITAL 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 HOSPITAL's performance under this Agreement upon reasonable notice to HOSPITAL and at any reasonable time.
- 2.13 In the event the HOSPITAL receives payment for Medical Services under this Agreement which were not in conformance with the terms and conditions herein by the COUNTY, the COUNTY shall send written notification to the HOSPITAL of overpayment and refund request. Hospital will have (60) sixty working days to refund or contest overpayment notification. If refund is contested, HOSPITAL shall provide clear and concise reason to COUNTY for their position. COUNTY shall then have 30 working days in which to either accept or contest findings.
- 2.14 The HOSPITAL 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 HOSPITAL is required to bill the third party payor and refund 100 % of any payment made by COUNTY on behalf of the client. The County will remit payment in accordance with contract rates provided herein as outlined in Exhibit I, Compensation. Hospital will accept and process payment for only those procedures listed on the authorized MISP RRF as submitted by COUNTY. Any additional outpatient hospital procedures requested by hospital for same MISP member will require prior MISP County authorization to receive additional payment
- 2.15 HOSPITAL Medical Services will be provided at the locations listed in Exhibit 6 provided herein.

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 16940 to 16946 inclusively et. seq. In the event that the State of California notifies the COUNTY that such funding is terminated or reduced, the COUNTY and HOSPITAL 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 HOSPITAL 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 under this Agreement beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made.—In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no further force and effect. HOSPITAL shall be paid for Medical Services rendered prior to the date of termination in accordance with this Agreement.
- 3.3 COUNTY is not obligated to pay for Medical Services unless such Medical Services are provided under the terms of this Agreement and unless the COUNTY has specifically authorized the Medical Services and agreed to pay for said Medical Services through the issuing of a Request Referral Form.
- 3.4 COUNTY shall reimburse HOSPITAL for pre-authorized outpatient Medical Services. Maximum payments by COUNTY to HOSPITAL shall not exceed the COUNTY budget limit amount of \$750,000 annually.
- 3.5 COUNTY will notify HOSPITAL in writing of the status of each Claim, paid, denied or exceeding contract limit. HOSPITAL 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 HOSPITAL 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 HOSPITAL shall maintain its accreditation by the Joint Commission on Accreditation of Healthcare Organizations and shall remain licensed in accordance with the licensing provisions of Title 22 of the California Code of Regulations. The standards of medical practice and professional duties of HOSPITAL employees and independent physicians performing Medical Services under this Agreement shall be determined by the HOSPITAL. HOSPITAL shall, through the term of this Agreement, maintain all licenses necessary for the provision of the Medical 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. HOSPITAL 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 HOSPITAL shall ensure that HOSPITAL employees, agents, and subcontractors performing Medical Services under the terms of this Agreement are in compliance with all relative licensing requirements. HOSPITAL hereby agrees to notify COUNTY immediately, in writing, of inability of HOSPITAL or any of HOSPITAL'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, HOSPITAL hereby agrees to abide by the standards of medical practice of the profession when performing Medical Services hereunder.
- 4.5 The HOSPITAL is, for purposes arising out of this contract, an Independent Contractor and shall not be deemed a COUNTY HOSPITAL or an employee of the COUNTY. It is expressly understood and agreed that the HOSPITAL 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. HOSPITAL 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 HOSPITAL 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 Medical Services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- 4.6 HOSPITAL and HOSPITAL'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 Medical Services required under this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 5.1 HOSPITAL 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. HOSPITAL shall maintain all such books and records for at least five (5) years from the termination of this Agreement.
- 5.2 HOSPITAL agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving Medical Services under this Agreement or persons whose names or other identifying information becomes known to HOSPITAL as a result of Medical Services performed under this Agreement, except statistical information not identifying any such person. HOSPITAL 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 HOSPITAL 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 HOSPITAL or subcontractor of the HOSPITAL relating to the performance of this Agreement must be open to inspection 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 Medical Services provided by HOSPITAL. 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 Medical Services rendered to Eligible Persons. HOSPITAL 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. HOSPITAL shall maintain its books and records in accordance with appropriate professional standards for books and record keeping.

- 5.4 HOSPITAL 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 HOSPITAL 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 HOSPITAL and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION

- 6.1 HOSPITAL 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 HOSPITAL, 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 HOSPITAL, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; HOSPITAL 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 The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

7.0 INSURANCE

Without limiting or diminishing the HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL 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 the 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 HOSPITAL has employees as defined by the State of California, the HOSPITAL 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 HOSPITAL's performance of its obligations hereunder. To the extent coverage provided by commercial insurance 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. The County of Riverside is permissibly self-insured under the State of California Government Code Section 990.4. The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities. The County of Riverside maintains an adequate reserve for claims.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL 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:

HOSPITAL shall maintain Professional Liability Insurance providing coverage for the HOSPITAL'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 HOSPITAL'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 HOSPITAL 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 HOSPITAL 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 HOSPITAL 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 County's Risk Manager, HOSPITAL'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) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance certified original copies of Endorsements effecting coverage as required herein, and 2) 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. HOSPITAL shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of 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 HOSPITAL'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 HOSPITAL has become inadequate.

6) HOSPITAL 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) HOSPITAL 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 May 1, 2019 and it shall remain in effect through April 30, 2020 (a term of twelve- [12] months) with the option to renew for three additional years in one-year increments, unless sooner terminated as provided herein.

8.2 Failure of HOSPITAL 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 15.0 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 HOSPITAL'S license to operate is revoked or suspended, or if HOSPITAL fails to maintain its status as an authorized provider for Medicare, or Medi-Cal or if HOSPITAL, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that HOSPITAL 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 Medical Services hereunder.

- 8.4 In the event of any termination of this Agreement, HOSPITAL shall be entitled to reimbursement for authorized Medical Services under this Agreement through and including the effective date of such termination.
- 8.5 COUNTY or HOSPITAL may terminate this Agreement without cause upon thirty (30) days written notice served upon the other party stating the extent and effective date of termination.

9.0 DELEGATION AND ASSIGNMENT

- 9.1 HOSPITAL shall not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by HOSPITAL 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 HOSPITAL to COUNTY pursuant to this Agreement. Neither HOSPITAL nor COUNTY may assign the rights hereunder, either in whole or in part, without prior written consent of the other Party. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of HOSPITAL, including but not limited to, change in the majority ownership, change in the form of HOSPITAL'S business organization, management of HOSPITAL, HOSPITAL'S ownership of other business dealing with HOSPITAL under this Agreement, or filing of bankruptcy by HOSPITAL, shall be deemed an assignment for purposes of this paragraph.
- 9.2 This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by HOSPITAL 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 HOSPITAL'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 or HOSPITAL 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 or HOSPITAL 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 or HOSPITAL 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:
COUNTY OF RIVERSIDE
MISP CLAIMS
P.O. Box 9610
Moreno Valley, Ca 92552-9610
Attn:

HOSPITAL:

Loma Linda University Medical Center]

11285 N Mountain View, STE# 42

Loma Linda, CA 92354

Attn: AVP Managed Care Contracting

With copy to:

HOSPITAL:

Loma Linda University Medical Center]

24890 Tulip Ave

Loma Linda, CA 92354

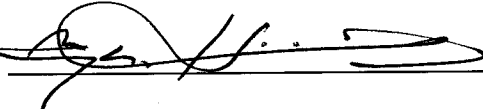
Attn: Office of General Counsel

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

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

Loma Linda University Medical Center, a California nonprofit religious corporation

By: 

By: 

Name: Kevin Jeffries

Name: Kerry Heinrich

Title: Chairman, Board of Supervisors


Title: Chief Executive Officer

Date: JUN 04 2019

Date: 4-5-2019

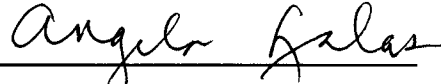
ATTEST:

KECIA R. HARPER, Clerk

By: 

DEPUTY

Loma Linda University Medical Center, a California nonprofit religious corporation

By: 

Name: Angela L alas


Title: CFO

Date: 4/1/2019

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Martha Knutson
Deputy County Counsel

Date: 5/16/19

**Riverside County
Medically Indigent Services Program (MISP)**

Annual HOSPITAL 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 System- Medical Center and HOSPITAL claims for Medical Services rendered are processed against the contract amount below and notification will be made to the HOSPITAL when the amount is 85%, 95%, and 100% expended. Claims may be denied for lack of client or Medical Services eligibility or Medical Services rendered outside the scope of an approved MISP Referral Request Form.

Denied or Underpaid Claims may be appealed in writing within 60 calendar days of the date on the Explanation of Benefits (EOB) from the County or an (EOB) from an alternate payor source indicating a denial or underpayment(s).. Appeals of denials or underpayments must contain sufficient supporting documentation. All appeals will be responded to within 45 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 HOSPITAL for outpatient Medical Services rendered to Eligible Persons at 110% of Medi-Care rates, \$38 ASA and 40% of Billed Charges of unlisted or pass through items.

Maximum payments by COUNTY to HOSPITAL shall not exceed the COUNTY budget limit amount of \$750,000 annually.

**Riverside County
Medically Indigent Services Program (MISP)**

MISP HOSPITAL Scope of Services

Reimbursable Medical Services shall include all Medical Services listed on the RRF Form, but is not limited to, those 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.

Some illustrative guidelines for approved Medical 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 the approved RRF Form.
- Outpatient treatment that will shorten or prevent inpatient treatment
- Maintenance treatment of chronic conditions wherein the treatment will prevent further deterioration or greater disability.

Examples of Reimbursable Medical 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 Medical 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, unless prior authorized by the MISP program.
- 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

Reason for Referral:

ICD10 Code #: _____

Requested Procedures – Orders:

Please note that payment will be limited only to procedures listed on this authorization, any other type of procedures performed for Outpatient-Inpatient must have prior MISP authorization(s).

Provider Relations Use Only

Referral Request Form (RRF) – Letter of Authorization (LOA) Status:

MISP Contact ID: _____ **Auth**
#: _____

MISP Eligibility Status verified by: _____ Telephone
#: _____

Authorization valid from: _____ to _____

Approved Denied Deferred

RRF/LOA faxed – sent to: Vendor Referring Provider Hospital

Comments:

Billing Address: County of Riverside
MISP Claims Processing
P.O. Box 9610
Moreno Valley, CA 92552-9610

Claims Processing Department – Claim Status
(951) 486-4195

Monday through Friday 8:00 a.m. – 4:00 p.m.
Closed on Holidays

**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 Medical 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 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. Client must **not** 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 Medical Services
- Provide client choice and improved access of appropriate Medical Services
- Provide timely and cost-effective delivery of appropriate and quality Medical 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 Medical Services are received, has been implemented.

**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 name or
 - 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

**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 Medical Services for which providers are contracted under the Medically Indigent Services Program agreement.
 - Claims shall be submitted using a UB-04 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.
 - HOSPITAL name and address as it appears in the contract document.
 - National Provider Identifier
 - Patient name and address
 - Patient social security number or Contact ID
 -
 - SPITAL 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 Medical Services only until the Share of Cost is met. Payments for Medical Services will be adjudicated at the contractual rate.
4. Medical Claims without completed or missing information will be processed and denied for incomplete or missing information claim submission. Hospital will receive appropriate Explanation of Benefits (EOB) document(s). It is the responsibility of Hospital (LLUMC) to resubmit denied claims as an appeal within

(60) sixty days from the date of the County's Explanation of Benefits (EOB) printed date.

5. Provider is responsible to bill all known 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, when made aware EOB
6. 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 as in accordance with the MISP-FIS Appeal Policy and Procedures 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 (60) sixty calendar days from the date printed on the FIS – MISP Benefits (EOB) from the County or an (EOB) from an alternate payor source explanation of benefits (EOB) that reported the particular payment denial with supporting documentation.

Providers who fail to appeal within 60 (sixty) calendar days waive all rights to dispute said payment.

EXHIBIT 6

All below sites are be billed under the Main Tax ID of 95-3522679

Provider will update as needed with Additions or Deletions

Loma Linda University Medical C

MAIN CAMPUS

11234 Anderson St., Loma Linda, CA 92354

Loma Linda University Medical Center - East Campus

25333 Barton Rd., Loma Linda, CA 92354

Loma Linda University Surgical Hospital

26780 Barton Rd., Redlands, CA 92373

Loma Linda University Cancer Center

11234 Anderson St., Loma Linda, CA 92354

Tom & Vi Zapara Rehabilitation Pavilion

25419 Barton Rd., Loma Linda, CA 92354

Loma Linda University Health - Beaumont-Banning (Labs, X-ray and PT)

81 South Highland Springs Ave., Beaumont, CA 92223

Loma Linda University Transplant Institute

25865 Barton Rd., 101, Loma Linda, CA 92354

Loma Linda University Outpatient Dialysis Center

11375 Anderson St., Loma Linda, CA 92354

Loma Linda University Diabetes Treatment Center

11285 Mountain View Rd., Suite 40, Loma Linda, CA 92354

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

**PHYSICIAN PROFESSIONAL AGREEMENT WITH LOMA LINDA UNIVERSITY
HEALTHCARE, a California non-profit religious corporation.**

THIS PHYSICIAN PROFESSIONAL AGREEMENT ("Agreement") is made and entered into by and between the COUNTY of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System-Medical Center, herein referred to as "COUNTY," and LOMA LINDA UNIVERSITY HEALTH CARE ("LLUHC") a California nonprofit religious corporation, herein referred to as "LLUHC." sometimes individually herein referred to as a "Party" or collectively herein referred to as the "Parties."

WHEREAS, COUNTY has a legal obligation to provide "Medical 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 discharged through its operation of the Medically Indigent Services Program (MISP); and

WHEREAS, COUNTY and LLUHC wish to cooperate in the operation of a medical services plan to provide professional Medical Services to Eligible Persons;

THEREFORE, the Parties hereto mutually agree to the following terms and conditions to perform Professional Medical 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 "Professional Medical Services" means those services rendered on an outpatient basis by a California state licensed physician and or allied health professional 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 LLUHC away from an LLUHC inpatient or emergency room environment.

1.3 "Eligible Person(s)" 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

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" means a request for compensation based on Medical Services rendered which has been filed by LLUHC 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 COUNTY 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 LLUHC

2.1 LLUHC agrees to render Professional Medical Services to any Eligible Person in need of such services and assumes full responsibility for the provision of said services.

2.2 LLUHC shall, at its own expense, provide allied and supportive personnel necessary to provide Professional Medical Services under this Agreement.

2.3 LLUHC shall provide timely access to Professional Medical Services, and provide for reasonable hours of operations.

2.4 The Professional Medical Services provided to Eligible Persons shall be provided by physicians duly licensed to practice medicine in the State of California. This Agreement by LLUHC to arrange for the furnishing of such treatment is not to be construed as LLUHC entering into practice of medicine. This provision shall not limit the right of other practitioners or nursing personnel affiliated with or employed by LLUHC to render any and all services within the scope of their professional licensure or certification.

2.5 LLUHC shall allow the COUNTY all reasonable necessary access to LLUHC'S medical records and personnel (in accordance with LLUHC'S access policies) to allow the COUNTY to determine the appropriateness of Professional Medical Services rendered and to verify Claim of LLUHC.

2.6 LLUHC shall not unlawfully discriminate in the applicable provision of Professional Medical 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 Medical 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 Medical Services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible per served.
- 2.7 LLUHC agrees to comply with the provisions of Title 2, CCR, Section 11105 et. seq., as may be amended from time to time, as incorporated by reference herein. LLUHC agrees to include this Nondiscrimination clause in any and all subcontracts to perform Medical Services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 11105 shall be applicable for this Agreement.
- 2.8 LLUHC hereby agrees that, where applicable, Professional Medical Services provided hereunder will be performed in harmony with COUNTY policy and procedure.
- 2.9 LLUHC 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 LLUHC.
- 2.10 LLUHC, shall post notices of the procedures for applying for reduced cost

health care in all patient waiting rooms.

- 2.11 LLUHC may only deny Professional Medical Services to Eligible Person(s) if the patient has not received pre-authorization for those services by the issuant of a request referral form pursuant to paragraph 3.3 herein
- 2.12 LLUHC 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 LLUHC'S performance under this Agreement upon reasonable notice to LLUHC and at any reasonable time.
- 2.13 In the event the LLUHC receives payment for Professional Medical Services under this Agreement which were not in conformance with the terms and conditions herein by the COUNTY, the COUNTY shall send written notification to the LLUHC of overpayment and refund request. LLUHC will have (60) sixty working days to refund or contest overpayment notification. If refund is contested, LLUHC shall provide clear and concise reason to COUNTY for their position. COUNTY shall then have 30 working days in which to either accept or contest findings.
- 2.14 LLUHC 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, LLUHC is required to bill the third party payor and refund 100 % of any payment made by COUNTY on behalf of the client. The County will remit payment in accordance with contract rates provided herein as outlined in Exhibit I, Compensation. LLUHC will accept and process payment for only those procedures listed on the authorized MISP RRF as submitted by COUNTY. Any additional outpatient professional procedures requested by LLUHC for same MISP member will require prior MISP County authorization to receive additional payment
- 2.15 Professional Medical Services will be provided at the locations listed in Exhibit 6 provided herein.

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 16940 to 16946 inclusively et. seq. In the event that the State of California notifies the COUNTY that

such funding is terminated or reduced, the COUNTY and LLUHC 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 LLUHC 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 under this Agreement beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made.—In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no further force and effect. LLUHC shall be paid for Medical Services rendered prior to the date of termination in accordance with this Agreement.
- 3.3 COUNTY is not obligated to pay for Professional Medical Services unless such Professional Medical Services are provided under the terms of this Agreement and unless the COUNTY has specifically authorized the Professional Medical Services and agreed to pay for said Professional Medical Services through the issuing of a Request Referral Form.
- 3.4 COUNTY shall reimburse LLUHC for pre-authorized outpatient Professional Medical Services. Maximum payments by COUNTY to LLUHC shall not exceed the COUNTY budget limit amount of ninety thousand dollars (\$90,000) annually.
- 3.5 COUNTY will notify LLUHC in writing of the status of each Claim, paid, denied or exceeding contract limit. LLUHC 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 LLUHC 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 LLUHC shall ensure that LLUHC employees, agents, and subcontractors performing Professional Medical Services under the terms of this Agreement are in compliance with all relative licensing requirements. LLUHC hereby agrees to notify COUNTY immediately, in writing, of inability of LLUHC or any of LLUHC 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, LLUHC hereby agrees to abide by the standards of medical practice of the profession when performing Medical Services hereunder.
- 4.5 LLUHC is, for purposes arising out of this contract, an Independent Contractor and shall not be deemed a COUNTY entity or an employee of the COUNTY. It is expressly understood and agreed that LLUHC 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. LLUHC 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 LLUHC 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 Professional Medical Services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- 4.6 LLUHC and LLUHC'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 Medical Services required under this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 5.1 LLUHC 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. LLUHC shall maintain all such books and records for at least five (5) years from the termination of this Agreement.
- 5.2 LLUHC agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving Professional

Medical Services under this Agreement or persons whose names or other identifying information becomes known to LLUHC as a result of Professional Medical Services performed under this Agreement, except statistical information not identifying any such person. LLUHC 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 LLUHC 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 LLUHC or subcontractor of LLUHC relating to the performance of this Agreement must be open to inspection 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 Professional Medical Services provided by LLUHC. 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 professional Medical Services rendered to Eligible Persons. LLUHC 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. LLUHC shall maintain its books and records in accordance with appropriate professional standards for books and record keeping.
- 5.4 LLUHC 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 LLUHC 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 LLUHC and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION

- 6.1 LLUHC 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 LLUHC 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 LLUHC, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; LLUHC 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 The specified insurance limits required in this Agreement shall in no way limit or circumscribe LLUHC'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

7.0 INSURANCE

Without limiting or diminishing the LLUHC'S obligation to indemnify or hold the COUNTY harmless, LLUHC 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 the 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 LLUHC has employees as defined by the State of California, the LLUHC 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 LLUHC's performance of its obligations hereunder. To the extent coverage provided by commercial insurance 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. The County of Riverside is permissibly self-insured under the State of California Government Code Section 990.4. The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities. The County of Riverside maintains an adequate reserve for claims.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then LLUHC 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:

LLUHC shall maintain Professional Liability Insurance providing coverage for the LLUHC'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 LLUHC'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 LLUHC 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 LLUHC 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 LLUHC 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 County's Risk Manager, LLUHC'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) LLUHC shall cause LLUHC's insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance certified original copies of Endorsements effecting coverage as required herein, and 2) 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. LLUHC shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of 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 LLUHC'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 LLUHC has become inadequate.

6) LLUHC 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) LLUHC 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 May 1, 2019 and it shall remain in effect through April 31, 2020 (a term of twelve- [12] months) with the option to renew for additional (3) three years in one-year increments, unless sooner terminated as provided herein.
- 8.2 Failure of LLUHC 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 15.0 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 LLUHC'S license to operate is revoked or suspended, or if LLUHC fails to maintain its status as an authorized provider for Medicare, or Medi-Cal or if LLUHC, its agents, subcontractors, or employees engage in or there is reasonable justification to believe that LLUHC 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 Medical Services hereunder.
- 8.4 In the event of any termination of this Agreement, LLUHC shall be entitled to reimbursement for authorized Medical Services under this Agreement through and including the effective date of such termination.
- 8.5 COUNTY or LLUHC may terminate this Agreement without cause upon thirty (30) days written notice served upon the other party stating the extent and effective date of termination.

9.0 DELEGATION AND ASSIGNMENT

- 9.1 LLUHC shall not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by LLUHC 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 LLUHC to COUNTY pursuant to this Agreement. Neither LLUHC nor COUNTY may assign the rights

hereunder, either in whole or in part, without prior written consent of the other Party. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of LLUHC, including but not limited to, change in the majority ownership, change in the form of LLUHC'S business organization, management of LLUHC, LLUHC'S ownership of other business dealing with LLUHC under this Agreement, or filing of bankruptcy by LLUHC, shall be deemed an assignment for purposes of this paragraph.

- 9.2 This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by LLUHC 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 LLUHC'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 or LLUHC 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 or LLUHC 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 or LLUHC 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:
COUNTY OF RIVERSIDE
MISP CLAIMS
P.O. Box 9610
Moreno Valley, Ca 92552-9610
Attn:


LLUHC:
Loma Linda University Health Care
11285 N Mountain View, STE# 42
Loma Linda, CA 92354
Attn: AVP Managed Care Contracting


With copy to:
LLUHC:
Loma Linda University Health Care
24890 Tulip Ave
Loma Linda, CA 92354
Attn: Office of General Counsel

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

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

Loma Linda University Health Care
a California nonprofit religious corporation

By: 

By:  M.D.

Name: Kevin Jeffries

Name: R. Peverini M.D.

Title: Chairman, Board of Supervisors

Title: Chief Executive Officer

Date: JUN 04 2019

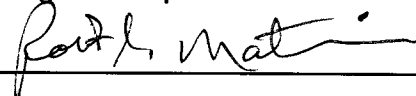
Date: 03/29/2019

ATTEST.

KECIA R. HARPER, Clerk

By:  DEPUTY

Loma University Health Care, a California nonprofit religious corporation

By: 

Name: R. Martin M.D.

Title: LLUHC: SVP, Finance CFO
and FMG:CFP

Date: 03/29/2019

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Martha Knutson
Deputy County Counsel

**Riverside County
Medically Indigent Services Program (MISP)**

Annual LLUHC 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 LLUHC.

Claims for Medical Services rendered are processed against the contract amount below and notification will be made to the LLUHC when the amount is 85%, 95%, and 100% expended. Claims may be denied for lack of client or Medical Services eligibility or Medical Services rendered outside the scope of an approved MISP Referral Request Form.

Denied or Underpaid Claims may be appealed in writing within 60 calendar days of the date on the Explanation of Benefits (EOB) from the County or an (EOB) from an alternate payor source indicating a denial or underpayment(s).. Appeals of denials or underpayments must contain sufficient supporting documentation. All appeals will be responded to within 45 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 LLUHC for outpatient Medical Services rendered to Eligible Persons at 110% of Medi-Care rates, \$38 ASA and 40% of Billed Charges of unlisted or pass through items.

Maximum payments by COUNTY to LLUHC shall not exceed the COUNTY budget limit amount of \$ 90,000 annually.

**Riverside County
Medically Indigent Services Program (MISP)**

MISP LLUHC Scope of Services

Reimbursable Medical Services shall include all Medical Services listed on the RRF Form, but is not limited to, those 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.

Some illustrative guidelines for approved Medical 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-LLUHC discharge follow-up for conditions treated under the approved RRF Form.
- Outpatient treatment that will shorten or prevent inpatient treatment
- Maintenance treatment of chronic conditions wherein the treatment will prevent further deterioration or greater disability.

Examples of Reimbursable Medical 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 Medical 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, unless prior authorized by the MISP program.
- 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



RRF FORM – SAMPLE



County of Riverside
Referral Request Form (RRF) – Letter of Authorization (LOA)
 Medically Indigent Services Program – MISP
 7888 Mission Grove Parkway South, Suite 201 – Riverside, Ca 92508
 (951) 486-4195 (951) 486-4655 Fax

RUHS-MC - Admitting
 Phone: (951) 486-4599 FAX: (951) 486-4260

Urgent/Emergent Standing/Extended Standard Elective

Patient Name: _____ Medical Record # _____
 _____ (Last) (First) (Middle)

Address: _____

Phone: _____ D.O.B. _____ Male Female

Referring Provider – Clinic		Requested Provider – Service – Vendor	
Name: _____		Name: _____	
Address: _____		Address: _____	
Phone: _____ Fax _____		Phone: _____ Fax _____	
Referring Physician and Attendee Physician Signature (Please Print Name if Unreadable)			
_____		_____	
Print Name Submitted		Signature	Date
_____		_____	
Print Name Submitted		Signature	Date

Reason for Referral:

ICD10 Code #: _____

Requested Procedures – Orders:

Please note that payment will be limited only to procedures listed on this authorization, any other type of procedures performed for Outpatient-Inpatient must have prior MISPP authorization(s).

Provider Relations Use Only

Referral Request Form (RRF) – Letter of Authorization (LOA) Status:

MISP Contact ID: _____ **Auth**
#: _____

MISP Eligibility Status verified by: _____ Telephone
#: _____

Authorization valid from: _____ to _____

Approved Denied Deferred

RRF/LOA faxed – sent to: Vendor Referring Provider LLUHC

Comments:

Billing Address: County of Riverside
MISP Claims Processing
P.O. Box 9610
Moreno Valley, CA 92552-9610

Claims Processing Department – Claim Status
(951) 486-4195
Monday through Friday 8:00 a.m. – 4:00 p.m.
Closed on Holidays

**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 Medical 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 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. Client must **not** 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 Medical Services
- Provide client choice and improved access of appropriate Medical Services
- Provide timely and cost-effective delivery of appropriate and quality Medical 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 Medical Services are received, has been implemented.

**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 name or
 - 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

**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 Medical 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.
 - LLUHC name and address as it appears in the contract document.
 - National Provider Identifier
 - Patient name and address
 - Patient social security number or Contact ID
 - SPITAL 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 Medical Services only until the Share of Cost is met. Payments for Medical Services will be adjudicated at the contractual rate.
4. Medical Claims without completed or missing information will be processed and denied for incomplete or missing information claim submission. LLUHC will receive appropriate Explanation of Benefits (EOB) document(s). It is the

responsibility of LLUHC) to resubmit denied claims as an appeal within (60) sixty days from the date of the County's Explanation of Benefits (EOB) printed date.

5. Provider is responsible to bill all known 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, when made aware EOB
6. 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 as in accordance with the MSIP-FIS Appeal Policy and procedures 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 (60) sixty calendar days from the date printed on the FIS – MISP Benefits (EOB) from the County or an (EOB) from an alternate payor source explanation of benefits (EOB) that reported the particular payment denial with supporting documentation.

Providers who fail to appeal within 60 (sixty) calendar days waive all rights to dispute said payment.

EXHIBIT 6

**All Physician Services are be billed under the attached list of Tax ID Numbers
Identified on Attachment**

SEE ATTACHMENT

Provider will update as needed with Additions or Deletions