

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



ITEM: 3.31
(ID # 22861)

MEETING DATE:
Tuesday, February 27, 2024

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Approve Participating Provider Agreement No. HSARC-23-116 with Inland Empire Health Plan for Community Health Worker Services for the Performance period of Five Years From the Date of Execution; All Districts. [100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Participating Provider Agreement No. HSARC-23-116 with the Inland Empire Health Plan (IEHP) for Community Health Worker Services for the performance period of five years from the date of execution;
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Director of Public Health, or designee, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, if applicable, to sign all reports, certifications, forms, and subsequent amendments to the Agreement, including modifications of the statement of work that stay within the intent of the Agreement.


ACTION: Policy


Kim Saruwatari, Director of Public Health 2/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 27, 2024
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 23/24-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Health Care Services (DHCS) added Community Health Worker (CHW) services as a Medi-Cal benefit starting July 1, 2022. CHW services are preventive health services, as defined in 42 CFR § 440.130(c), to prevent disease, disability, and other health conditions or their progression; to prolong life; and promote physical and mental health and efficiency. CHWs are trusted members of their community who help address chronic conditions, preventive health care needs, and health-related social needs.

Riverside University Health System - Public Health (RUHS-PH) will provide CHW services to IEHP enrolled members. These services include, but are not limited to, the control and prevention of chronic conditions or infectious diseases; mental health conditions and substance use disorders; need for preventive services, perinatal health conditions; sexual and reproductive health; environmental and climate-sensitive health issues; child health and development; oral health; aging; injury; domestic violence; and violence prevention.

At IEHP's request, the rate of payment has been redacted from the attached Agreement, as confidential and therefore exempt from public disclosure pursuant to Health and Safety Code § 1385.07(b)(1) and Government Code § 7927.705.

Additional Fiscal Information

There is no cost for RUHS-PH to enter into this Agreement. RUHS-PH will be reimbursed by IEHP for Health Care Services provided by CHWs to IEHP enrolled members.

Impact on Residents and Businesses

Through the preventive care services provided by the CHWs, Riverside County residents enrolled in IEHP will be provided preventive health services to improve health outcomes, advance health equity, and reduce medical care costs.

ATTACHMENTS:

ATTACHMENT A: Participating Provider Agreement No. HSARC-23-116 with Inland Empire Health Plan

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


Douglas Ordóñez Jr. 2/13/2024

  
Gregg Gu, Chief Deputy County Counsel 2/13/2024


Gregg Gu, Chief Deputy County Counsel 2/13/2024

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

**PARTICIPATING PROVIDER AGREEMENT
(EXCLUDING MEDICARE)**

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

**COUNTY OF RIVERSIDE
ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH**

FOR

COMMUNITY HEALTH WORKER SERVICES

**INLAND EMPIRE HEALTH PLAN
PARTICIPATING PROVIDER AGREEMENT**

THIS PARTICIPATING PROVIDER AGREEMENT (“Agreement”) is made and entered into _____, by and between (i) **INLAND EMPIRE HEALTH PLAN** (“IEHP”); and (ii) **COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH** (“PROVIDER”), with reference to the following facts:

WHEREAS, IEHP is a public entity that is organized and licensed as a health care service plan under the laws of the State of California; and

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

WHEREAS, IEHP has entered into Agreements with the California Department of Health Care Services (DHCS), the Managed Risk Medical Insurance Board (MRMIB), and the Centers for Medicare and Medicaid Services (CMS) through which IEHP shall arrange for the provision of Health Care Services for San Bernardino and Riverside County residents who are eligible for health coverage and who enroll in the IEHP Plan; and

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

WHEREAS, PROVIDER has the requisite facilities, equipment and personnel necessary to deliver Health Care Services, all of which are appropriately licensed in the State of California; and

WHEREAS, IEHP and PROVIDER mutually desire to preserve and provide quality cost-effective Health Care Services, compliant with the terms and conditions specified herein and to the extent permitted by law, to serve the needs of IEHP Members.

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

1. DEFINITIONS

The following terms whenever used in this Agreement shall have the definitions contained in this Section 1. Unless otherwise indicated, all terms in any appropriate attachments, addendums and amendments hereto shall have the same meaning attributed to such terms in the body of this Agreement and references to Section numbers are to the appropriate Sections of this Agreement:

1.01 AGREEMENT – shall mean this Provider Agreement, dated as herein above stated, including all attachments, addendums and amendments hereto.

1.02 CAPITATION PAYMENTS – shall mean payments made to PROVIDER by IEHP as a single, fixed, monthly amount. A fixed rate is paid per Member per month to cover a specified package of services, regardless of actual utilization as referenced in Attachment B, attached hereto.

1.03 FEE-FOR-SERVICE PAYMENTS – shall mean payments made to PROVIDER by IEHP on a Fee-For-Service basis for specific services performed in Attachment A, attached hereto. The specific payment rate is noted in the fee schedule in Attachment B, attached hereto.

1.04 COMMERCIAL PROGRAM – shall mean any product line in which the individuals eligible in IEHP are enrolled through Subscriber Agreement.

1.05 CO-PAYMENT – shall mean a nominal fee, approved by the applicable state and federal regulators that govern IEHP, that is charged to Members at the time of service for designated Health Care Services.

1.06 DHCS – is the Department of Health Care Services who finances and administers a number of California individual health care service delivery programs, including the California Medical Assistance Program (Medi-Cal). The DHCS works closely with health care professionals, county governments and health plans to provide health care safety net for California's low-income and persons with disabilities.

1.07 EMERGENCY MEDICAL CONDITION – shall mean a medical condition that is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- placing the health of the individual (or in the case of a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- serious impairment to bodily function;
- serious dysfunction of any bodily organ or part.

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

1.09 ENCOUNTER DATA – shall mean the data submitted by PROVIDER regarding all Capitated Services rendered to assigned Members during each month.

1.10 HEALTH CARE SERVICES – shall mean all Medically Necessary services to which Members are entitled under the IEHP Plan, including Primary Care Services, medical, hospital, preventive, ancillary, emergency and health education services. The Health Care Services provided by PROVIDER under this Agreement are set forth in Attachment A.

1.11 IEHP-DIRECT – shall mean the department within IEHP that administers direct contracting.

1.12 IEHP PLAN – shall mean any plan operated by IEHP covering the provision of Health Care Services to Members.

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

1.14 MEDICALLY NECESSARY – shall mean reasonable and necessary services to protect life, to prevent significant illness or significant disability, to alleviate severe pain and to diagnose or treat disease, illness or injury.

1.15 MEMBER – shall mean any eligible beneficiary who has enrolled in IEHP.

1.16 OPEN ACCESS PROGRAM – shall mean the program whereby designated Members are not formally assigned to a Primary Care Physician (PCP). This program allows for Members to be treated by any contracted PCP on a Fee For Service basis. PROVIDER shall treat any Member who is enrolled in the Open Access Program once eligibility is confirmed through IEHP.

1.17 PARTICIPATING PROVIDER – shall mean any physician, licensed health care facility or other licensed health professional that is contracted with IEHP to provide health care services to Members and identified in Attachment C, attached hereto and incorporated in full herein by reference.

1.18 PREPAID HEALTH PLAN – shall mean a Knox-Keene licensed health care plan holding a contract with the Department of Managed Health Care (DMHC) to provide services to beneficiaries.

1.19 PRIMARY CARE PHYSICIAN (PCP) – shall mean a physician who is responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This means physicians who are practicing medicine in the areas of Family Practice, Pediatrics, Internal Medicine, Obstetrics-Gynecology, or General Practice.

1.20 PRIMARY CARE SERVICES – shall mean those covered services that Members are entitled to under the IEHP Plan, which PROVIDER is required to provide or to make available to Members. Primary Care Services shall include health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses. Primary care is performed and managed by the Member's assigned physician, utilizing consultation or referral as appropriate.

1.21 PRIMARY HOSPITAL – shall mean an acute care facility licensed under the laws of the State of California that is accredited by an IEHP approved agency and is contracted with IEHP at which PROVIDER is a member in good standing of the medical staff and to which Member has been assigned.

1.22 PRIOR AUTHORIZATION – shall mean a formal process requiring a health care provider to obtain advance approval to provide specific services or procedures.

1.23 PROVIDER-PREVENTABLE CONDITION (PPC) – means a condition occurring in an inpatient hospital setting, or a condition occurring in any health care setting, that meets the criteria as stated in 42 CFR 447.26(b).

1.24 REFERRAL – shall mean the process where PROVIDER directs a Member to a participating provider to obtain Health Care Services.

1.25 STATE PROGRAM – shall mean Medi-Cal, and Open Access product lines administered through IEHP.

1.26 SURCHARGES – shall mean an additional fee, excluding any applicable Co-payment that is charged to a Member for covered services. Surcharges are prohibited under the IEHP Plan.

2. DUTIES OF PROVIDER

2.01 ACCESSIBILITY OF SERVICES – PROVIDER shall provide timely access to Health Care Services and provide for reasonable hours of operation in compliance with IEHP established standards for access and availability, as these services are normally made available to the general public.

2.02 ADMINISTRATIVE GUIDELINES – PROVIDER agrees to perform his/her duties under this Agreement in a manner consistent with the administrative guidelines provided by IEHP and comply with the policies and procedures outlined in the IEHP Provider Policy and Procedure Manual.

2.03 AVAILABILITY OF SERVICES – PROVIDER agrees to provide IEHP with current information regarding Health Care Services available. PROVIDER shall notify and submit to IEHP periodic reports that includes, but is not limited to, the identification of deletions and additions to Health Care Services provided by PROVIDER.

2.04 CHANGE IN PROVIDER INFORMATION – PROVIDER shall notify IEHP in writing, ninety (90) days prior to any change in PROVIDER's office address, telephone number, office hours, tax identification number, or license status or number.

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

2.06 CONFORMANCE TO OTHER LAW – PROVIDER certifies compliance with the Americans with Disabilities Act of 1990 (42 USC Section 12101 et. seq.), the Drug Free Workplace Act of 1990 (Gov. Code Section 8355), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Pro-Children Act of 1994 (20 USC Section 6081 et seq.). PROVIDER certifies awareness of Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA Standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under the Agreement.

2.07 COVERING PROVIDER – If applicable, if PROVIDER is unable to provide Health Care Services when needed, PROVIDER may secure the services of a qualified covering provider. PROVIDER shall notify IEHP as soon as reasonably possible of his/her intent to secure such services. PROVIDER may utilize only providers that have been credentialed or contracted by IEHP. PROVIDER shall ensure that the covering provider: 1) looks solely to PROVIDER for compensation, 2) shall accept IEHP's UM/QM and peer review processes, 3) shall not bill Members for Health Care Services rendered under any circumstances, excluding that of Section 4.03 and 4) shall comply with the terms of this Agreement.

2.08 CREDENTIALING – PROVIDER shall meet IEHP's credentialing requirements and maintain the necessary registrations, accreditation, certifications and licenses required by the State of California, federal government and accreditation entities. In addition, PROVIDER shall maintain, at all times, active privileges at Primary Hospital, have written arrangements in place with a covering admitting physician approved by IEHP, or rely on a contracted admitting physician provided by IEHP. PROVIDER agrees that only those medical professionals who are credentialed by IEHP shall treat Members. Hospital-based providers are not required to complete IEHP's credentialing requirements. PROVIDER shall maintain the necessary registrations, accreditation, certifications and licenses required by the State of California, federal government and accreditation entities.

2.09 DATA REPORTING – If Capitated, PROVIDER shall submit to IEHP, within ninety (90) days after each month of service and in a format acceptable to IEHP, the Encounter Data as required by IEHP, MRMIB and DHCS for the effective management of IEHP's health care delivery system. PROVIDER shall ensure that Encounter data submitted to IEHP is complete and accurate. IEHP may withhold a portion of the monthly Capitation Payment for failure to submit complete, accurate and valid Encounter Data.

2.10 FACILITY TRANSFERS – If applicable, PROVIDER agrees to notify IEHP or designee, immediately and to assist in facilitating the transfer of Members requiring Health Care Services that are not offered or available at PROVIDER’S facilities. PROVIDER agrees to cooperate and comply with IEHP standards with respect to required referral systems for excluded (carve out) services to ensure continuity of care between IEHP and the local health departments or other agencies to which the Member is referred.

2.11 (Intentionally left blank)

2.12 HOURS OF OPERATION AND AVAILABILITY – If applicable, PROVIDER shall make arrangements to ensure the availability of physician services to Members twenty-four (24) hours per day, seven (7) days per week. PROVIDER agrees that scheduling of appointments shall be done in accordance with IEHP standards and to maintain weekly appointment hours that are sufficient to serve Members. PROVIDER shall be available or have designated physician back-up available, telephonically to Members after regular business hours.

2.13 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS – On an annual basis PROVIDER shall identify the names of the following persons by listing them on Attachment D of this Agreement, attached hereto and incorporated by this reference, as required by DHCS and MRMIB:

- A. PROVIDER officers and owners who own greater than 5% of the PROVIDER;
- B. Stockholders owning greater than 5% of any stock issued by PROVIDER; and
- C. Major creditors holding more than 5% of any debts owed by PROVIDER.

PROVIDER shall notify IEHP in writing within thirty (30) days of any changes in the information provided in Attachment D.

2.14 INSURANCE – PROVIDER agrees, throughout the term of this Agreement, to maintain medical malpractice insurance with a reputable carrier or self-insure in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate per year, plus extended reporting (tail coverage) endorsement, and to furnish IEHP certificates evidencing such coverage.

2.15 INSURANCE – ANCILLARY PROVIDER – If applicable, throughout the term of this Agreement, ANCILLARY PROVIDER agrees to maintain, at its sole cost and expense, professional general liability in the minimum amount of One Million Dollars (\$1,000,000) combined single limited coverage; and One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year for professional liability for providing Health Care Services to Members on behalf of ANCILLARY PROVIDER. ANCILLARY PROVIDER employees may be covered by employer policies of insurance or by employer self-insurance programs.

In the event ANCILLARY PROVIDER procures a claims made policy as distinguished from an occurrence policy, ANCILLARY PROVIDER shall procure and maintain prior to termination of such insurance, continuing "tail" coverage, unless successor policy coverage provides such "tail" protection. Evidence of insurance coverage for ANCILLARY PROVIDER shall be provided to IEHP each year. ANCILLARY PROVIDER shall provide IEHP with written notification thirty (30) days prior to any cancellation, reduction, or other material change in the amount or scope of any coverage required under this Section.

2.16 INSPECTION OF FACILITIES – Facilities used by PROVIDER to provide Health Care Services shall comply with provisions of Title 22, CCR, Section 53230 and Title 28, CCR, Section 1300.80. PROVIDER agrees to cooperate with inspections of PROVIDER facilities, as conducted by any state and federal regulatory agencies, or IEHP staff, that are required to assure compliance with required facility standards.

2.17 LABORATORY SERVICES – PROVIDER shall utilize an IEHP designated laboratory for all laboratory services as needed for Member care. PROVIDER shall get approval and an authorization number from IEHP prior to utilizing another laboratory.

2.18 MEMBER GRIEVANCE RESOLUTION

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

2.18.02 PROVIDER shall also report and forward copies of all Member grievances to IEHP alleging discrimination on the basis of any characteristic protected by federal or state nondiscrimination law. This includes, without limitation, grievances relating to discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, creed, health status, or identification with any other persons or groups defined in Penal Code section 422.56. This requirement includes language access complaints and complaints alleging failure to make reasonable accommodations under the Americans with Disabilities Act.

2.19 NON-DISCRIMINATION

2.19.01 PROVIDER represents and assures that Health Care Services are provided to Members in the same manner and quality as such services are provided to PROVIDER's other patients. PROVIDER shall not refuse or fail to provide Health Care Services to any Member or otherwise impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of PROVIDER. PROVIDER shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of Member's need for or utilization of Health Care Services. PROVIDER shall not discriminate, exclude, or treat differently any Member on the basis of sex, race, ethnic group identification, color, ancestry, religion, creed, national origin, health status, physical disability (including HIV and AIDS), mental disability, medical condition, age, gender, gender identity, marital status, income level, sexual orientation, genetic information, source of payment, or identification with any other persons or groups defined in Penal Code Section 422.56. PROVIDER will provide reasonable access and accommodation to persons with disabilities to the extent required of a health services provider under the Americans with Disabilities Act or any applicable state law. PROVIDER shall comply with Section 1557 of the Affordable Care Act of 2010 (the "ACA") (Title 42 of the United States Code ("USC"), Section 18116), the regulations promulgated thereto, and other applicable federal civil rights laws in providing services to Members, as may be amended from time to time and incorporated herein by this reference. PROVIDER further agrees to include this non-discrimination clause in any and all subcontracts to perform services under this Agreement. Without limiting the generality of the foregoing, PROVIDER shall take reasonable and appropriate steps to:

- a) Provide meaningful access to each Member with limited English proficiency (including, without limitation, offering a qualified interpreter) and ensure such language assistance services are accurate and timely, protect the privacy and independence of Members, and provided free of charge;
- b) Ensure that communications with Members who have disabilities are effective and in accordance with the standards found at 28 CFR 35.160 through 35.164, including, without limitation, provision of sign language interpreters and appropriate auxiliary aids and services to Members with impaired sensory, manual, or speaking skills; and
- c) Make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless PROVIDER can demonstrate that making the modifications would fundamentally alter the nature of the health program or activity.

2.19.02 PROVIDER shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. PROVIDER shall comply with the applicable provisions of Title 2 CCR, Section 11105 *et seq.*, including clause (b) specifically, as may be amended from time to time, and incorporated by reference herein.

2.20 NON-SOLICITATION – PROVIDER shall not solicit Members on behalf of any other IPA, medical group, and HMO or insurance company. Solicitation shall mean conduct by PROVIDER, office staff, agent, or employee of PROVIDER, which may be reasonably interpreted as designed to persuade Members to discontinue their membership with IEHP.

2.21 OTHER CONTRACTUAL COMMITMENTS – PROVIDER represents and assures IEHP that contractual commitments to other HMOs, insurance companies, medical groups and other related entities do not restrict or impair PROVIDER from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Primary Care Services for Members.

2.22 OTHER REPORTING – If applicable, PROVIDER agrees to submit all information or reports, in a timely manner, as may be required to enable IEHP to fulfill its reporting and other obligations under the Agreement, the Knox-Keene Act and the IEHP Plan.

2.23 PHARMACEUTICAL SERVICES – PROVIDER shall provide pharmaceutical services and prescribed drugs, either directly or through subcontracts, in accordance with Title 22, CCR, Section 53854.

2.24 PRIOR AUTHORIZATION – As applicable, PROVIDER shall obtain advance authorization from IEHP, or designee, prior to any non-emergent Health Care Services provided to a Member. In the case of an emergency, PROVIDER agrees to notify IEHP, or designee, either orally or in writing, no later than the first working day following the date of service.

2.25 PROVIDER ADVERTISING – Prior to listing or otherwise referencing IEHP in any promotional or advertising brochures, media announcements or other advertising or marketing material, PROVIDER shall first obtain the prior written consent of IEHP.

2.26 QUALITY MANAGEMENT (QM) AND UTILIZATION MANAGEMENT (UM) – PROVIDER shall comply with IEHP's QM and UM Programs and any amendments to these programs as may be established or adopted by IEHP from time to time. If a potential quality of care issue is identified based on Member complaints, or other information, IEHP shall alert PROVIDER to initiate appropriate action. PROVIDER further agrees to assist IEHP in the implementation of a corrective action plan.

2.27 REFERRAL PROCESS – PROVIDER understands and agrees that all specialty consultation or care must be obtained utilizing the procedures designated by IEHP. In addition PROVIDER shall not render Primary Care Services to unassigned Members nor provide Health Care Services that fall outside those listed in Attachment A, without prior authorization from IEHP. In the event that PROVIDER fails to comply with such procedures, IEHP may, at its sole discretion, reimburse the provider of service and deduct such costs from any monies owed to PROVIDER.

2.28 SERVICES TO BE RENDERED – As applicable to Primary Care Providers, PROVIDER agrees to provide continuous and comprehensive Primary Care Services for all assigned Members with consideration of the physical, mental and psychosocial needs of the Members, including acute and chronic care. This includes coordinating specialty care and referrals, providing screening, counseling, preventive care services and periodic evaluation to ensure appropriate continuity of care, as outlined in Attachment A. As applicable to other Health Care Providers, PROVIDER shall provide to Members those Health Care Services that are Medically Necessary when such services are authorized by IEHP, or designee, and in accordance with Attachment A of this Agreement. PROVIDER is responsible for coordinating the provision of Health Care Services with the Member’s PCP, IPA, or IEHP.

2.29 STANDARDS OF CARE – PROVIDER shall maintain the necessary registrations, accreditation, certifications and licenses required by the State of California, federal government and accreditation entities. All Health Care Services shall be provided by professional personnel and at physical facilities in accordance with all applicable federal and state laws, licensing requirements and professional standards, and in conformity with the professional and technical standards adopted by IEHP. Health Care Services shall be rendered by qualified providers unhindered by fiscal and administrative management.

3. DUTIES OF IEHP

3.01 ADMINISTRATION – IEHP shall perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of the IEHP Plan and this Agreement.

3.02 ADMINISTRATION OF PAYMENTS – IEHP agrees to transmit Capitation Payments and other payments to PROVIDER in accordance with the terms and procedures set forth in this Agreement. All payments are subject to the availability of funds from payors to IEHP, including but not limited to, Federal congressional appropriation, State and/or other payor. The State of California operates on a fiscal year from July 1 through June 30. The DHCS’ funding is based on the budget and appropriations, and subject to the availability of Federal congressional appropriation of funds.

3.03 AFTER-HOURS NURSE ADVICE LINE – IEHP shall provide Members with access to after-hour medical advice and triage provided by licensed RNs, PAs and NPs. This service is provided Monday-Friday from 5:00pm - 8:00am and on weekends and holidays, through a toll-free telephone number.

3.04 AUTHORIZATIONS – IEHP agrees to provide medical authorization access to PROVIDER for treatment and hospitalization of Members.

3.05 BENEFIT INFORMATION – IEHP agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the IEHP Plan. This includes, but is not limited to, written notification to Members of Health Care Services available and changes in the availability or location of Health Care Services being provided by PROVIDER, and issuance of an identification card to each Member upon enrollment.

3.06 CULTURAL AND LINGUISTIC SERVICES – IEHP agrees to offer PROVIDER access to interpreter services for Members either through telephone language services or interpreters.

3.07 ELIGIBILITY INFORMATION – IEHP shall maintain, update and distribute eligibility information to PROVIDER that contains those Members assigned to PROVIDER within a specific month.

3.08 MARKETING ACTIVITIES – IEHP agrees to provide marketing and public relations services, advertising and marketing to potential Members.

3.09 MEDICAL MANAGEMENT – IEHP shall provide appropriate services in support of PROVIDER for the medical care of Members, including but not limited to treatments and hospitalizations, case management and quality oversight. PROVIDER may freely communicate with patients about treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

3.10 MEMBER SERVICES – IEHP shall provide customer service to Members, including, but not limited to, processing Member complaints and grievances, informing Members of IEHP policies and procedures, providing Members with information about IEHP and identifying contracted providers within IEHP's network.

3.11 NOTIFICATION TO DHCS – IEHP shall notify DHCS in the event of an amendment to or termination of this Agreement. Notice shall be given by properly addressed letter deposited in the U.S. Postal Service as first-class postage, prepaid registered mail.

3.12 PROVIDER ADVERTISING – IEHP may use PROVIDER's name, office address, telephone number, and any other demographic information in any informational material distributed to Members and for other purposes related to the administration of the IEHP Plan.

3.13 PROVIDER EDUCATION AND TRAINING – IEHP shall provide in-service training in the IEHP Provider Policy and Procedure Manual that contains IEHP’s policies and procedures. IEHP shall provide the necessary training on these policies and procedures when requested and in the development and initial implementation of procedures necessary to carry out the intent of this Agreement.

4. BILLING AND COMPENSATION

4.01 BILLING – In order to receive payment for Health Care Services rendered, PROVIDER shall submit claims to IEHP within one hundred and twenty (120) days from the date of service for authorized Health Care Services provided to Members. Capitated PROVIDER shall only submit claims to IEHP for services not included in Attachment A. The claim must be submitted on a CMS 1500 or UB-04 claim form and shall include all information necessary to verify and substantiate the provision of and charges for Health Care Services, including providing the authorization number, as applicable. PROVIDER shall not seek payment for claims submitted after one hundred and twenty (120) days from the date of service.

4.02 CAPITATION PAYMENTS – If applicable, IEHP shall make monthly Capitation Payments to PROVIDER as outlined in Attachment B, and in association with Attachment B-1, for those Primary Care Services listed in Attachment A. Payments shall be post marked by the fifth (5th) day of each month following the month of service for all Members assigned to PROVIDER under the IEHP Direct Provider number.

4.03 COLLECTION OF CHARGES FROM MEMBERS – PROVIDER agrees that the only charges for which a Member may be liable and be charged by PROVIDER shall be for applicable Co-payments, coinsurance and/or deductibles or for medical services not covered under the IEHP Plan. PROVIDER shall advise Member of their payment responsibility, if any, prior to rendering services that require Co-payments, coinsurance and/or deductibles.

PROVIDER shall obtain a written waiver from Member prior to rendering non-covered medical services to Member. The waiver must be obtained in advance of rendering services and shall specify those non-covered services or services IEHP has denied as not being Medically Necessary and shall clearly state that the Member is responsible for payment of those services.

4.04 COORDINATION OF BENEFITS – PROVIDER agrees to coordinate benefits with other programs or entitlement, excluding tort liability of a third party, and estates from deceased Members, and recognizes the other coverage as primary and IEHP as the payor of last resort. In the case in which IEHP is other than primary, IEHP shall pay the lesser of the amounts which when added to the amounts received by PROVIDER from other sources equals one hundred percent of the amount required under this Agreement as specified in Attachment B.

Unless Member has other health insurance coverage, PROVIDER accepts payment from IEHP for Health Care Services as provided herein as full payment for such Health Care Services and shall at no time seek compensation from Members, excluding applicable Copayments for Medi-Cal, or the State. In instances when Medi-Cal is secondary to Medicare, the contracted rate(s) herewithin shall not apply. Payment for services shall be made in accordance with CMS guidelines.

4.05 FULL COMPENSATION – PROVIDER shall accept the payments specified in Attachment B of this Agreement as payment in full for all Health Care Services provided to Members and for all administrative costs incurred for providing such services. In the event IEHP fails to make any payments to PROVIDER as provided herein, whether from IEHP’s insolvency or otherwise, Members shall not be liable for payment to PROVIDER, under any circumstances, for Health Care Services.

4.06 HOLD HARMLESS – In the event IEHP fails to make any payments to PROVIDER as provided herein, whether from IEHP’s insolvency or otherwise, Members shall not be liable to PROVIDER, under any circumstances, for Health Care Services. PROVIDER further agrees to hold harmless the State of California in the event of non-payment by IEHP.

4.07 POTENTIAL TORT LIABILITY – To the extent permitted by the Medicare programs, as applicable, in the event PROVIDER recovers any amount from a third party, PROVIDER shall notify IEHP of any such recovery and shall provide IEHP with an accounting of all such sums recovered. In the event IEHP has compensated PROVIDER for such Covered Services and PROVIDER has recovered sums from a third party, PROVIDER agrees to pay such recovered sums to IEHP up to the amounts that IEHP paid to PROVIDER, to the extent that IEHP has not recovered such amounts from its own third party recovery efforts. PROVIDER shall pay these amounts to IEHP within thirty (30) days of IEHP informing PROVIDER of the amounts IEHP recovered from its own third party recovery efforts, if any. This section does not obligate, nor does it prohibit, either IEHP or PROVIDER to undertake such third party recovery efforts.

4.08 PROVIDER-PREVENTABLE CONDITION (PPC) - Contractor shall not pay any provider claims for a Provider-preventable Condition (PPC), in accordance with 42 CFR 438.3(g). Contractor shall report, and require any and all of its subcontracted providers to report, PPCs in the form and frequency required by APL 15-006, and any subsequent APLs on PPCs.

4.09 REIMBURSEMENT – IEHP shall pay PROVIDER for authorized Health Care Services in accordance with California Health and Safety Code, § 1371 et. seq. and Attachment B of this Agreement, within forty-five (45) working days of receipt of an uncontested claim which is accurate, complete and otherwise in accordance with IEHP standards. IEHP shall pay Capitated PROVIDER for authorized Health Care Services not included in Attachment A. IEHP shall notify PROVIDER at least forty-five (45) days prior to any material modification to IEHP’s proprietary fee schedules, claims and dispute filing guidelines, or other reimbursement guidelines. IEHP shall not be obligated to pay PROVIDER on any claim not submitted within one hundred and twenty (120) days from the date of service. If for any reason it is determined that IEHP overpaid PROVIDER, IEHP may deduct monies in the amount equal to the overpayment from any future payments to PROVIDER after thirty (30) days written notice. Additionally, as required by 42 CFR section 438.608(d)(2), PROVIDER shall report to IEHP when it has received an overpayment, to return the overpayment to IEHP within 60 calendar days after the date on which the overpayment was identified, and to notify IEHP in writing of the reason for the overpayment.

PROVIDER is required to sign and return to IEHP the Electronic Authorization Registration form. By signing this form, PROVIDER acknowledges that PROVIDER agrees to receive payment electronically in the form of an electronic fund transfer and to access the Remittance Advice from the IEHP secure website.

Notwithstanding anything to the contrary set forth in this Agreement, IEHP may reduce the rates or other compensation payable to PROVIDER at any time or from time-to-time during the term of this Agreement as determined by IEHP to reflect implementation of State or federal laws or regulations, changes in the State budget or changes in DHCS or CMS policies, changes in Covered Services, or changes in rates implemented by the DHCS, CMS or any other governmental agency providing revenue to IEHP, or any other change that results in decreases to the rates or level of funding paid to IEHP. The amount of such adjustment shall be reasonably determined by IEHP and may not be in direct proportion to or in the same amount as the decrease to the rates or level of funding paid to IEHP. All other rate changes or adjustments shall be made only if the parties have executed a formal amendment to Agreement to provide for same.

Notwithstanding anything to the contrary set forth in this Agreement, IEHP's obligation to pay PROVIDER any payment amount hereunder shall be subject to IEHP's corresponding receipt of funding from DHCS, CMS or any other governmental agency providing revenue to IEHP, as applicable.

4.10 REIMBURSEMENT DISPUTES – In the event PROVIDER disagrees with any payment, denial, adjustment or contest made by IEHP, PROVIDER has 365 calendar days to submit a written dispute to IEHP. Said dispute shall include all information necessary to verify and substantiate the dispute. IEHP shall handle all written disputes in accordance with Health and Safety Code, § 1371 et. seq. (AB1455).

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

4.12 SURCHARGES PROHIBITED – Notwithstanding Section 4.03, PROVIDER shall in no event, including, without limitation, non-payment by IEHP, insolvency of IEHP, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member, the State, or County, for Health Care Services provided pursuant to this Agreement. PROVIDER also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by IEHP to PROVIDER. Upon receipt, by IEHP, of notice of any Surcharge being made by PROVIDER for Health Care Services, IEHP shall take appropriate action consistent with the terms of this Agreement. PROVIDER's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

5. RECORDS AND CONFIDENTIALITY

5.01 **ACCESS TO RECORDS** – PROVIDER shall provide access at reasonable times upon demand by IEHP, the Department of Health and Human Services, the Department of Corporations, DMHC, DHCS or any governmental regulatory agency responsible for the administration of the IEHP Plan, to inspect, exam or copy any books, papers and records, including but not limited to Member medical records, relating to Health Care Services provided pursuant to this Agreement. Such records shall be made available at all reasonable times at PROVIDER’s place of business or at such other mutually agreeable location in California. PROVIDER shall allow IEHP to access and use PROVIDER’s practitioner performance data.

5.02 **CONFIDENTIALITY OF RECORDS** – PROVIDER shall request from Member, or Member’s legal representative, authorization for the release of the Member’s medical records. PROVIDER shall safeguard the confidentiality of Member medical records and treatments in accordance with all state and federal laws, including, without limitation, Title 42, Code of Federal Regulations, Section 431.300 et seq., and Section 14100.2, California Welfare and Institutions Code, the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder.

5.03 **RECORDS MAINTENANCE** – PROVIDER shall prepare and maintain adequate records related to Health Care Services provided to each Member, in such form and containing such information as reasonably necessary for IEHP to properly administer the IEHP Plan, consistent with state and federal law. PROVIDER shall maintain its books and records in accordance with general standards for books and record keeping. PROVIDER shall retain such records and encounter data for at least ten (10) years from the close of DHCS’ fiscal year in which this Agreement is in effect. This obligation shall not terminate upon termination of this Agreement, whether by rescission or otherwise.

5.04 **RECORDS RELATED TO RECOVERY FOR LITIGATION** – Upon request by DHCS and IEHP, PROVIDER shall timely gather, preserve and provide to IEHP, in the form and manner specified by DHCS, any information specified by DHCS subject to any lawful privileges, in PROVIDER’s possession, relating to threatened or pending litigation by or against DHCS. PROVIDER shall use all reasonable efforts to immediately notify IEHP of any subpoenas, documentation production requests, or requests for records, received by PROVIDER related to this Agreement.

6. DISPUTE RESOLUTION

6.01 **DISPUTE RESOLUTION** – For disputes unresolved by the IEHP provider appeals process, IEHP and PROVIDER agree to meet and confer in good faith to resolve any disputes that may arise under or in connection with this Agreement. In all events and subject to the provisions of this Section which follow, PROVIDER shall be required to comply with the provisions of the Government Claims Act (Government Code Section 900, et. seq.) with respect to any dispute or controversy arising out of or in any way relating to this Agreement or the subject matter of this Agreement (whether sounding in contract or tort, and whether or not involving equitable or extraordinary relief) (a “Dispute”).

6.02 JUDICIAL REFERENCE – At the election of a party to this Agreement and subject to the prior written consent of the other party, a Dispute shall be heard and decided by a referee appointed pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereto, if applicable), who shall hear and determine any and all of the issues in any such action or proceeding, whether of fact or law, and to report a statement of decision, subject to judicial review and enforcement as provided by California law, and in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The referee shall be a retired judge of the California superior or appellate courts determined by agreement between the parties, provided that in the absence of such agreement either party may bring a motion pursuant to the said Section 638 for appointment of a referee before the appropriate judge of the San Bernardino Superior Court. Any counterpart or copy of this Agreement, filed with such Court upon such motion, shall conclusively establish the agreement of the parties to such appointment. The parties agree that the only proper venue for the submission of claims to judicial reference shall be the counties of San Bernardino or Riverside, California, and that the hearing before the referee shall be concluded within nine (9) months of the filing and service of the complaint. The parties reserve the right to contest the referee’s decision and to appeal from any award or order of any court. The designated nonprevailing party in any Dispute shall be required to fully compensate the referee for his or her services hereunder at the referee’s then respective prevailing rates of compensation.

6.03 LIMITATIONS – Notwithstanding anything to the contrary contained in this Agreement, any suit, judicial reference or other legal proceeding must be initiated within one (1) year after the date the Dispute arose or such Dispute shall be deemed waived and forever barred; provided that, if a shorter time period is prescribed under the Government Claims Act (Government Code Section 900, et. seq.), then, the shorter time period (if any) prescribed under the Government Claims Act shall apply.

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

7. TERM AND TERMINATION

7.01 TERM – The term of this Agreement shall become effective on the date of execution and shall remain in effect for an initial term of five years unless earlier terminated by either party as set forth below.

7.02 DISSOLUTION OF IEHP – This Agreement shall be terminated upon the dissolution of IEHP by mutual action of the Riverside County and San Bernardino County Board of Supervisors. If IEHP has incurred no obligations, either County Board of Supervisors may terminate the JPA and IEHP by giving not less than sixty (60) days written notice thereof to the other party.

Also, either County Board of Supervisors may terminate the JPA by written mutual consent, by giving twelve (12) months' written notice thereof to the other party given that the JPA cannot be terminated until all forms of indebtedness incurred by IEHP have been paid, or adequate provision for such payment shall have been made. Upon dissolution of IEHP by Riverside County and San Bernardino County Board of Supervisors, this Agreement is rendered null and void.

The debts, liabilities, and/or obligations of IEHP are those of IEHP alone. Neither Riverside County nor San Bernardino County assumes any of the debts, liabilities and/or obligations of IEHP.

7.03 TERMINATION WITHOUT CAUSE – Either party may terminate this Agreement without cause upon providing the other party with ninety (90) days prior written notice of termination. Termination shall take effect automatically upon expiration of the ninety (90) day notice period.

7.04 TERMINATION FOR CAUSE – This Agreement shall terminate immediately, upon IEHP's written notice, in the event of the occurrence of any of the following:

7.04.01 FAILURE TO PROVIDE QUALITY SERVICES – PROVIDER's failure to maintain the standards as provided herein.

7.04.02 FAILURE TO RENDER SERVICES – PROVIDER's failure to provide Health Care Services to Members as provided herein.

7.04.03 BREACH OF MATERIAL TERM – PROVIDER's breach of any material term, covenant or condition of the Agreement.

7.04.04 LICENSING – Revocation, suspension, restriction or sanction of PROVIDER's licenses, accreditation or certification required for the performance of the duties hereunder or otherwise excluded, ineligible or terminated from participation in Medicare or Medicaid (Medi-Cal). PROVIDER is considered sanctioned, excluded, ineligible, or terminated for purposes of this section if PROVIDER is named by the appropriate State or Federal departments or agencies on published exclusionary lists, including but not limited to the following: The Department of Health & Human Services (DHHS) Office of Inspector General (OIG) List of Excluded Individuals and Entities List (LEIE), General Services Administration (GSA) Excluded Parties Lists System (EPLS), California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible List, State Exclusionary List, and State Disciplinary List (collectively, "Exclusionary Lists"). In the event PROVIDER or employed personnel appear on the Exclusionary Lists or is otherwise ineligible to participate in the Medi-Cal and Medicare programs, PROVIDER shall ensure that the provider or individual personnel shall not treat or otherwise participate in the care of IEHP Members. In the event of appearing on the Exclusionary Lists, the provider must notify IEHP at compliance@iehp.org or 866-355-9038 as soon as reasonably possible but no later than five (5) business days of discovery of exclusionary status. The presentation of a claim for payment by a provider or its personnel who are ineligible for payment pursuant to this Section may be considered a breach of this Agreement. Any services provided after the date of exclusion shall not be reimbursable or may be subject to recoupment.

7.04.05 LOSS OF INSURANCE COVERAGE – Failure by PROVIDER to maintain adequate professional liability insurance coverage, as provided herein.

7.04.06 FRAUD – Upon IEHP’s determination that PROVIDER has engaged in a fraudulent activity against the Plan or its Members.

7.05 NOTICE OF BANKRUPTCY – Notice shall be given within ten (10) working days to the other party of any filing for bankruptcy, insolvency or for reorganization, or the appointment of a receiver, trustee or conservator, or assignment to creditors. In the event PROVIDER files for bankruptcy protection in any form, this Agreement may terminate immediately.

7.06 CONTINUING CARE RESPONSIBILITIES – In the event of termination of this Agreement, IEHP shall be responsible to notify all Members under care prior to termination. PROVIDER shall continue to provide or arrange for Health Care Services to Members until the effective date of transfer of such Members for further treatment and written notice of such transfer has been provided by IEHP to PROVIDER. If a Member’s care cannot be transferred for medical reasons, PROVIDER shall continue to provide or arrange for treatment for the Member until IEHP notifies PROVIDER of such transfer in writing. PROVIDER shall be compensated as set forth in Attachment B for services rendered pursuant to this Agreement.

7.07 MEMBER RECORDS – Upon termination of this Agreement, PROVIDER agrees to assist IEHP in the transfer of Member medical care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

7.08 NON-PAYMENT POLICY – Notwithstanding the above, or any other provisions to the contrary, PROVIDER agrees that in the event IEHP ceases operations for any reason, including insolvency, PROVIDER shall continue to provide Health Care Services for those Members who are hospitalized on an inpatient basis. PROVIDER shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Health Care Services provided after IEHP ceases operation. This continuation of Health Care Services obligation shall continue until Member is discharged from PROVIDER.

8. RELATIONSHIP OF PARTIES

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

8.02 NON-LIABILITY OF COUNTIES – Neither Riverside County nor San Bernardino County assumes any responsibility for any of the obligations under this Agreement.

8.03 MUTUAL INDEMNIFICATION –

8.03.01 PROVIDER shall indemnify and hold harmless IEHP its officers, directors, agents, and employees, from and against any and all loss, damage, liability, or expense (including without limitation, reasonable attorney's fees), of any

kind arising by reason of the acts or omissions of PROVIDER's officers, directors, agents, employees, Providers, and agents acting alone or in collusion with others. PROVIDER also agrees to hold harmless both the State and Members in the event that IEHP cannot or will not pay for services performed by PROVIDER pursuant to this Agreement. The terms of this section shall survive the termination of this Agreement.

8.03.02 .IEHP shall indemnify and hold harmless PROVIDER its officers, directors, agents, and employees, from and against any and all loss, damage, liability, or expense (including without limitation, reasonable attorney's fees), of any kind arising by reason of the acts or omissions of IEHP's officers, directors, agents, employees, providers, and agents acting alone or in collusion with others. The terms of this section shall survive the termination of this Agreement.

8.04 INDEPENDENT CONTRACTOR – It is understood and agreed that PROVIDER is an independent contractor in the business of providing Health Care Services to Members and that no relationship of employer-employee exists between the parties hereto. Neither of the parties nor any of their respective officers, directors or employees shall act as, nor be construed to be, an agent, employee or representative of the other.

8.05 LIABILITY FOR OBLIGATIONS – Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party, unless liability is found against either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.

Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment-related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

8.06 PROVIDER PARTICIPATION – The execution of this Agreement shall qualify PROVIDER as a Participating Provider in the rendition of Health Care Services to Members pursuant to the terms of the IEHP Plan, as amended from time to time.

9. GENERAL PROVISIONS

9.01 AMENDMENT – This Agreement may be amended or modified only by mutual written consent of the parties. Amendments required due to legislative, regulatory or other legal authority do not require the prior approval of PROVIDER and shall be deemed effective immediately upon PROVIDER's receipt of notice.

9.02 ASSIGNMENT – PROVIDER shall not assign or delegate any duties, rights and obligations under this Agreement to any person or entity without first obtaining the written consent

of IEHP and DHCS. IEHP and DHCS must approve all subcontracts between PROVIDER and other providers prior to use.

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

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

9.05 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT – PROVIDER certifies that the individual signing herein has authority to execute this Agreement on behalf of PROVIDER, and may legally bind PROVIDER, and his/her contracted physicians as listed on Attachment C, to the terms and conditions of this Agreement, and any attachments hereto.

9.06 CONTRACT REQUIREMENTS – IEHP is subject to the provisions of sections 1340 et. seq. of the Health and Safety Code, sections 1300.43 of Title 28 of the California Code of Regulations and sections 2698.100 et. seq. of Title 10 of the California Code of Regulations, as may be amended from time to time. IEHP is subject to the requirements of California Health & Safety Code Chapter 2.2, Division 2 [Knox-Keene Act], and Subchapter 5.5, Chapter 3 [California Community Care Facilities Act], and of Title 28 of the California Code of Regulations and any provision required to be in the contract by either of these requirements shall bind IEHP whether or not provided in the contract.

9.07 CONFIDENTIALITY OF THIS AGREEMENT – To the extent reasonably possible, each party agrees to maintain the rates of payment set forth in this Agreement as a confidential and not to disclose such rates of payment without the approval of the other party, subject to limitation of the Public Records Act and the Brown Act. If PROVIDER does not disclose such rates of payment at the request of IEHP, IEHP agrees to reimburse PROVIDER for and to indemnify, defend and hold harmless PROVIDER, its officers, directors, agents, and employees from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorney's fees, expenses and court costs of any nature arising from or relating to PROVIDER's non-disclosure of such information.

9.08 ENTIRE AGREEMENT – This Agreement, including all attachments and manuals, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

9.09 GOVERNING LAW – IEHP, PROVIDER and this Agreement are subject, and must comply with, the applicable laws of the State of California and the United States of America including, but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by the California Department of Managed Health Care, the Health Maintenance Organization Act of 1973 and the regulations and CMS instructions promulgated thereunder by the United States Centers for Medicare and Medicaid Services (CMS), and the Waxman-Duffy Prepaid Health Plan Act and the regulations promulgated by DHCS, and the State Children's Health Insurance Program (found in Title 21 of the Social Security Act). Any provision required to be in this Agreement by any of the above Acts, CMS instructions and regulations shall bind IEHP and PROVIDER, whether or not expressly provided in this Agreement.

9.10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – IEHP and PROVIDER are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (HITECH), Public Law 111-5, enacted February 17, 2009, and the laws and regulations promulgated subsequent hereto, for purposes of services rendered pursuant to the Agreement. Both parties agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA and HITECH. Both parties further agree that it shall be in compliance with the requirements of HIPAA, HITECH and the laws and regulations promulgated subsequent hereto.

9.11 INVALIDITY AND SEVERABILITY – In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.12 NOTICES – Any notices required to be given hereunder shall be in writing to either IEHP or PROVIDER at the address listed below, or at such other addresses as either IEHP or PROVIDER may hereafter designate to the other:

IEHP:
Inland Empire Health Plan
P. O. Box 1800
Rancho Cucamonga, CA 91729-1800
(909) 890-2000
Attn: Director of Provider Contracting

PROVIDER:
Riverside University Health System –
Public Health
4065 County Circle Drive
Riverside, CA 92503
(951) 358-5097
Attn: Contracts Administrator

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

9.13 IEHP PROVIDER POLICY AND PROCEDURE MANUALS – IEHP shall develop and provide to PROVIDER and PROVIDER shall comply with IEHP Policy and Procedure Manuals that shall set forth IEHP’s administrative requirements. IEHP may modify the Manuals from time to time by written notice to PROVIDER. The IEHP Provider Policy and Procedure Manuals are hereby incorporated in full by reference.

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

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

9.16 WAIVERS – No obligation under this Agreement or an Attachment hereto may be waived by any party hereto except by an instrument in writing, duly executed by the party waiving such obligations. All matters shall specify the provisions being waived, and no waiver of any provision of this Agreement extends or implies the extension of the waiver to other provisions of this Agreement unless so specified in writing.

9.17 COUNTERPARTS; SIGNATURES – this Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, signatures scanned into PDF format, and/or other such electronic transmission of signatures, shall be effective to bind them to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have signed this Participating Provider Agreement as set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH:

INLAND EMPIRE HEALTH PLAN:

By: *Chuck Washington*

By: _____
Jarrod B. McNaughton, MBA, FACHE
Chief Executive Officer

CHUCK WASHINGTON Chair of the Board of Supervisors
Print Name and Title

Date: _____

Date: 02/27/2024

TIN: 95-6000930

Attest: Kimberly Rector, Clerk of the Board

By: _____
Chair, Governing Board

By: *Mammy Li*
Deputy

Date: _____

Approved as to Form:
Minh C. Tran
County Counsel

Attest: _____
Secretary, Governing Board

By: *Tawny Lieu*
Tawny Lieu
Deputy County Counsel

Date: _____

Date: February 7, 2024

Approved as to Form:

By: _____
Anna W. Wang
General Counsel

Date: _____

FEB 27 2024 3.31

ATTACHMENT A

COMMUNITY HEALTH WORKERS

**COUNTY OF RIVERSIDE
ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH**

Medi-Cal covers community health worker (CHW) services, pursuant to Title 42 of the Code of Federal Regulations, Section 440.130(c), as preventive services and on the written recommendation of a physician or other licensed practitioner of the healing arts within their scope of practice under state law.

CHW services may address issues that include, but are not limited to, the control and prevention of chronic conditions or infectious diseases; mental health conditions and substance use disorders; need for preventive services, perinatal health conditions; sexual and reproductive health; environmental and climate-sensitive health issues; child health and development; oral health; aging; injury; domestic violence; and violence prevention.

PROVIDER agrees to comply with all current and future requirements of the CHW Service Program Coverage as outlined in the DHCS All Plan Letter 22-016 and the Medi-Cal Provider Manual. The requirements for the CHW Service Program can be found on the DHCS website using the following link:

[Community Health Worker \(CHW\) Preventive Services \(chw prev\) \(ca.gov\)](#)

PROVIDER agrees to ensure that CHWs have adequate supervision and training, as defining in DHCS All Plan Letter 22-016. CHW services require a written recommendation be submitted to IEHP by a physician or other licensed practitioner of the healing arts within their scope of practice.

ATTACHMENT B
COMPENSATION
COMMUNITY HEALTH WORKER
COUNTY OF RIVERSIDE
ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH

Reimbursement shall be according to the following fee schedules:

Reimbursement shall be according to the following fee criteria:

A. STATE PROGRAMS

Reimbursement for authorized Community Health Worker (CHW) services rendered shall be at Two Hundred Percent (200%) of the most current Medi-Cal rates, as published by DHCS.

PROVIDER must not double bill, as applicable, for CHW services that are duplicative to services that are reimbursed through other benefits, such as Enhanced Care Management (ECM).

PROVIDER shall not submit claims for CHW services and ECM for the same member, for the same time period.

PROVIDER agrees to bill in accordance with Medi-Cal rules and policies related to CHW services. PROVIDER will only be compensated for CHW services as outlined by DHCS.

PROVIDER shall accept such reimbursement as payment in full for those authorized Health Care Services provided to Members. Reimbursement shall not exceed billed charges.

Completed claims authorized Health Care Services must be sent to:

Inland Empire Health Plan
Attn: Claims Department
P.O. Box 4349
Rancho Cucamonga, CA 91729-4349

ATTACHMENT C

PARTICIPATING PROVIDERS

**COUNTY OF RIVERSIDE
ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH**

The following list shall set forth the name, address, telephone number, and office hours of PROVIDER's facilities and the name, type and license of those providers who shall provide Health Care Services under this agreement. PROVIDER shall provide IEHP written notification ninety (90) days prior to any changes in this Attachment C.

FACILITY NAME	ADDRESS	GROUP NPI	OFFICE HOURS
Riverside University Health System-Public Health	4065 County Circle Drive Riverside , CA 92503	1124745815	8am – 5pm M-F
Provider Name	License# and NPI	Phone/Referral Fax	Type
1. Brittany Whitmore	1356036230	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
2. Juan Landeros-Tavera	1932895463	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
3. Mariana Hernandez	1285321539	(951) 358-5121 FAX (951)358-5120	Community Health Worker
4. Daisy Ramirez	1811682313	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
5. Cassandra Ceja	1861188302	(951) 358-5121 FAX (358-5120)	Community Health Worker
6. Ky-Shana Haywood	1306532809	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
7. Ana Lopez	1366027997	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
8. Elisa Juan-Tomas	1497441273	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
9. Vanessa Martinez	1245926948	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
10. Gisselle Rojas	1831885938	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
11. Joshua Brown	1053007708	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
12. Saitt Arvizo	1740976844	(951) 358-5121 FAX (951) 358-5120	Community Health Worker

13.	Destinee Reed	1891481230	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
14.	Maria Vega- Cruz	1013603794	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
15.	Ingris Clark	1851572804	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
16.	Carol Reyes	1992492086	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
17.	Esther Hernandez	1013604107	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
18.	Marisela Valle	1407543549	(951) 358-5121 FAX (951) 358-5120	Community Health Worker
19.	Rocio Castaneda	1922795723	(951) 358-5121 FAX (951) 358-5120	Community Health Worker

ATTACHMENT D

OFFICERS, OWNERS, STOCKHOLDERS AND CREDITORS

COUNTY OF RIVERSIDE
DBA
RIVERSIDE UNIVERSITY HEALTH SYSTEM- PUBLIC HEALTH

List, by category, all of the above:

<u>Name</u>	<u>Title</u>	<u>*Ownership % (as applicable)</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

* If corporation is publicly traded on a US stock market, indicate "Publicly Traded Corp."
Please indicate how your organization is legally organized (circle one):

Corporation

Partnership

Sole Proprietorship

Other (please describe): **Government Entity**

ATTACHMENT E

MEDI-CAL PROGRAM

COUNTY OF RIVERSIDE
ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH

This Attachment sets forth the Medi-Cal requirements pursuant to applicable laws, regulations, regulatory directives and the contract between IEHP and the California Department of Health Care Services (the "Medi-Cal Agreement"). PROVIDER understands that the following requirements are applicable to PROVIDER as a subcontractor of IEHP. In the event of any conflict between the terms and conditions of the Agreement, including those by amendment or attachment, and those contained in this Attachment, the terms and conditions of this Attachment shall control.

1. **Specification of Services.** PROVIDER shall provide the services specified in Attachment A.
2. **Legal and Regulatory Requirements.** PROVIDER agrees to comply with all applicable state and federal Medicaid laws and regulations, including contractual requirements set forth under the Medi-Cal Agreement and the applicable requirements of the Medi-Cal Managed Care Program. PROVIDER further understands and agrees that this Agreement is governed by and construed in accordance with all laws and applicable regulations governing the Medi-Cal Agreement between IEHP and DHCS.
3. **Approval by DHCS.** PROVIDER understands that the Agreement is effective upon written approval by DHCS, or by operation of law where DHCS has acknowledged receipt and has failed to approve or disapprove the Agreement within 60 days of receipt. Amendments shall be submitted to DHCS for prior approval, at least 30 days before the effective date of any proposed changes governing compensation, services, or terms. Proposed changes, which are neither approved nor disapproved by DHCS, shall become effective by operation of law 30 days after DHCS has acknowledged receipt, or upon the date specified in the amendment, whichever is later.
4. **Term of Agreement.** The term of the Agreement shall be as set forth in Section 7. TERM AND TERMINATION of the underlying Agreement, with termination provisions as further described in Section 7.01 TERM.
5. **Emergency Services.** In the event that PROVIDER is delegated risk for non-contracting emergency services, PROVIDER shall provide the services in compliance with applicable State and Federal law as well as applicable sections of the Medi-Cal Agreement (including but not limited to, 22 CCR § 53855 and Exhibit A, Attachment 8, Provision 13 of the Medi-Cal Agreement).
6. **Reports.** PROVIDER agrees to submit any reports required by IEHP, in a form acceptable to IEHP.

7. **Monitoring Rights.** PROVIDER shall comply with all monitoring provisions of the Medi-Cal Agreement and any monitoring requests by DHCS.
8. **Audit and Inspection.** PROVIDER agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in Exhibit E, Attachment 2, Provision 20 of the Medi-Cal Agreement:
 - a) By DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), DMHC, or their designees.
 - b) At all reasonable times at PROVIDER's place of business or at such other mutually agreeable location in California.
 - c) In a form maintained in accordance with the general standards applicable to such book or record keeping.
 - d) For a term of at least 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.
 - e) Including all Encounter Data, as applicable, for a period of at least 10 years.
 - f) If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit PROVIDER at any time.
 - g) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate PROVIDER from participation in the Medi-Cal program; seek recovery of payments made to PROVIDER; impose other sanctions provided under the State Plan, and direct IEHP to terminate the Agreement due to fraud.
9. **Compensation.** The method and amount of compensation to be received by PROVIDER is set forth in Attachment B.
10. **PROVIDER Subcontracts.** PROVIDER agrees to maintain and make available to DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require that the subcontractor:
 - a) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to the Agreement, available at all reasonable times for audit, inspection, examination, or copying by DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, and DMHC, or their designees.

b) Retain all records and documents for a minimum of 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

11. **Transfer of Care**. In the event the Medi-Cal Agreement between IEHP and DHCS is terminated, PROVIDER shall assist IEHP in the orderly transfer of Members and medical care, as required by the Medi-Cal Agreement; including but not limited to, making available to DHCS copies of medical records, patient files, and any other pertinent information, necessary for efficient case management of Members. PROVIDER further agrees to assist IEHP in the orderly transfer of care in the event the contract between PROVIDER and a subcontractor is terminated.
12. **Notice to DHCS**. PROVIDER agrees to notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the U.S. Postal Service as first-class registered mail, postage attached. The parties agree to comply with timeframes for notification as required by DHCS, and other applicable requirements, even if such requirements may delay amendment or termination of the Agreement.
13. **Assignment and Delegation**. PROVIDER agrees that assignment or delegation of this Agreement is void unless prior written approval is obtained from DHCS in those instances where prior approval by DHCS is required.
14. **Hold Harmless**. PROVIDER agrees to hold harmless both the State and Members in the event IEHP cannot or will not pay for services performed by PROVIDER pursuant to this Agreement. PROVIDER shall further ensure that any subcontracts contain this requirement.
15. **Records Related to Litigation**. PROVIDER agrees to timely gather, preserve, and provide to IEHP and/or DHCS, any records in PROVIDER's possession, in the form and manner specified by DHCS, any information specified by DHCS, subject to any lawful privileges, in PROVIDER's possession relating to threatened or pending litigation by or against DHCS. PROVIDER agrees to use all reasonable efforts to immediately notify IEHP and DHCS of any subpoenas, document production requests, or requests for records, received by PROVIDER related to this Agreement. PROVIDER shall further ensure that any subcontracts contain this requirement.
16. **Interpreter Services**. PROVIDER agrees to arrange for the provision of interpreter services for Members at all provider sites.
17. **Provider Grievances**. PROVIDER understands that it has a right to submit a grievance to IEHP, which includes any complaint, dispute, request for consideration, or appeal, in accordance with IEHP's process to resolve provider grievances.

18. **Quality Improvement System.** PROVIDER agrees to participate and cooperate in IEHP's Quality Improvement System. If IEHP has delegated Quality Improvement activities to PROVIDER, the Agreement shall include those provisions required under the Medi-Cal Agreement (Exhibit A, Attachment 4, Provision 6, Delegation of Quality Improvement Activities). The Agreement shall include, at minimum:
- a. Quality improvement responsibilities, and specific delegated functions and activities of IEHP and PROVIDER.
 - b. IEHP's oversight, monitoring, and evaluation processes and PROVIDER's agreement to such processes.
 - c. IEHP's reporting requirements and approval processes, and PROVIDER's responsibility to report findings and actions taken as a result of the quality improvement activities at least quarterly.
 - d. IEHP's actions/remedies if PROVIDER's obligations are not met.
19. **Revocation of Delegated Activities.** PROVIDER agrees to allow revocation of delegated activities or obligations (as applicable), or specify other remedies in instances where DHCS or IEHP determine that the PROVIDER has not performed satisfactorily.
20. **Data Sharing for Coordination of Care.** If PROVIDER is responsible for Member care coordination, IEHP agrees to share with PROVIDER any utilization data that DHCS has provided to IEHP, and PROVIDER agrees to receive the utilization data provided and use it as PROVIDER is able for the purpose of Member care coordination.
21. **Changes to DHCS Contract.** IEHP agrees to inform PROVIDER of prospective requirements added by DHCS to the Medi-Cal Agreement before the requirement would be effective, and PROVIDER agrees to comply with the new requirements within thirty (30) days of the effective date, unless otherwise instructed by DHCS and to the extent possible.
22. **Provider Data.** If applicable, PROVIDER shall submit to IEHP complete, accurate, reasonable, and timely provider data needed (and requested) by IEHP in order to meet its provider data reporting requirements to DHCS. Such provider data may include, but not be limited to, claims and payment data, health care services delivery Encounter Data, and network information as may be required by the Medi-Cal Agreement (Exhibit A, Attachment 3, Provision 1; APL 16-019).
23. **Encounter Data.** If applicable, PROVIDER shall submit to IEHP complete, accurate, reasonable, and timely Encounter Data needed by IEHP in order for IEHP to meet its encounter data reporting requirements to DHCS.
24. **Prohibition of Balance Billing.** PROVIDER shall not collect reimbursement or balance bill a Medi-Cal member for the provision of covered services.

25. **Provider Training.** IEHP shall provide, and PROVIDER shall participate in, cultural competency, sensitivity, and diversity training.
26. **Policies and Procedures.** PROVIDER shall implement and maintain policies and procedures that are designed to detect and prevent fraud, waste, and abuse.
27. **Protected Health Information (PHI).** As a condition of obtaining access to PHI of IEHP relating to Medi-Cal Members, PROVIDER acknowledges receipt of a copy of Exhibit G of the Medi-Cal Agreement, and agrees to the restrictions and conditions therein with respect to such PHI.

ATTACHMENT F

DMHC REQUIREMENTS

COUNTY OF RIVERSIDE

DBA

RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH

PROVIDER understands that IEHP is subject to requirements applicable to health plans set forth under the Knox-Keene Act and related regulations of the California Code of Regulations (“CCR”) promulgated by the Department of Managed Health Care (“DMHC”). The following provisions are required by state and federal statutes and regulations applicable to health plans. As a subcontractor of IEHP, PROVIDER is subject to the requirements below. In the event of any conflict between the terms and conditions of the Agreement, including those by amendment or attachment, and those contained in this Attachment, the terms and conditions of this Attachment shall control.

DMHC Provisions

- 1) In the event that IEHP fails to pay PROVIDER for covered health care services, the Member or subscriber shall not be liable to PROVIDER for any sums owed by IEHP. PROVIDER shall not collect or attempt to collect from a Member or subscriber any sums owed to PROVIDER by IEHP. PROVIDER, or agent, trustee or assignee thereof, may not and will not maintain any action at law against a Member or subscriber to collect sums owed to the PROVIDER by IEHP. (Health and Safety Code Section 1379)
- 2) To the extent that any of IEHP’s quality of care review functions or systems are administered by PROVIDER, PROVIDER shall deliver to IEHP any information requested in order to monitor or require compliance with IEHP’s quality of care review system. (28 CCR § 1300.51, J-5)
- 3) PROVIDER’s primary care physicians are responsible for coordinating the provision of health care services to Members who select PROVIDER’s providers for primary care physician services. (28 CCR § 1300.67.1(a))
- 4) PROVIDER shall maintain Member medical records in a readily available manner that permits sharing within IEHP of all pertinent information relating to the health care of Members. (28 CCR § 1300.67.1(c))
- 5) PROVIDER shall maintain reasonable hours of operation and make reasonable provisions for after-hour services. (28 CCR § 1300.67.2(b))
- 6) To the extent PROVIDER has any role in rendering emergency health care services, PROVIDER shall make such emergency health care services available and accessible twenty-four (24) hours a day, seven days a week. (28 CCR § 1300.67.2(c))

- 7) PROVIDER shall participate in IEHP's system for monitoring and evaluating accessibility of care including but not limited to waiting times and appointment availability, and addressing problems that may develop. PROVIDER shall timely notify IEHP of any changes to address or inability to maintain IEHP's access standards. (28 CCR § 1300.67.2(f))
- 8) IEHP is subject to the requirements of the Knox-Keene Health Care Service Plan Act of 1975, as amended (Chapter 2.2 of Division 2 of the Health and Safety Code), and the regulations promulgated hereunder (Chapter 2 of Division 1 of Title 28 of the California Code of Regulations). Any provision of the aforementioned statutes or regulations that are required to be in this Agreement shall bind IEHP and PROVIDER (as applicable) whether or not expressly set forth in this Agreement. (28 CCR § 1300.67.4(a)(9))
- 9) Upon the termination of this Agreement, IEHP shall be liable for covered health care services rendered by PROVIDER (other than for copayments) to a subscriber or Member who retains eligibility under the applicable plan contract or by operation of law under the care of PROVIDER at the time of termination of the Agreement until the services being rendered to the subscriber or Member by PROVIDER are completed, unless IEHP makes reasonable and medically appropriate provision for the assumption of services by a contracting provider. (Health and Safety Code Section 1373.96) (28 CCR § 1300.67.4(a)(10))
- 10) Any written communications to Members that concern a termination of this agreement shall comply with the notification requirements set forth in Health and Safety Code Section 1373.65(f).
- 11) The written contract between IEHP and PROVIDER shall be prepared or arranged in a manner which permits confidential treatment by the Director of payment rendered or to be rendered to the provider without concealment or misunderstanding of other terms and provisions of the Agreement. (28 CCR § 1300.67.8(a))
- 12) PROVIDER shall maintain all records and provide all information to IEHP or DMHC as may be necessary for compliance by IEHP with the provisions of the Knox-Keene Health Care Service Plan Act of 1975, as amended and any regulations promulgated thereunder. To the extent feasible, all such records shall be located in this state. (Health and Safety Code Section 1381) (28 CCR § 1300.67.8(b))
- 13) PROVIDER shall afford IEHP and the DMHC access at reasonable times upon demand to the books, records and papers of PROVIDER relating to health services provided to Members and subscribers, to the cost thereof, to payments received by PROVIDER from Members and subscribers of IEHP (or from others on their behalf), and, unless PROVIDER is compensated on a fee-for-services basis, to the financial condition of PROVIDER. PROVIDER shall promptly deliver to IEHP, any financial information requested by IEHP for the purpose of determining PROVIDER's ability to bear capitation or other applicable forms of risk sharing compensation. (28 CCR § 1300.67.8(c))

- 14) PROVIDER shall not and is hereby prohibited from demanding surcharges from Members for covered health care services. Should IEHP receive notice of any such surcharges by PROVIDER, IEHP may take any action it deems appropriate including but not limited to demanding repayment by PROVIDER to Members of any surcharges, terminating this Agreement, repaying surcharges to Members and offsetting the cost against any amounts otherwise owing to PROVIDER. (28 CCR § 1300.67.8(d))
- 15) Upon IEHP's request, PROVIDER shall report all co-payments paid by Members to PROVIDER. (Health and Safety Code Section 1385)
- 16) To the extent that any of IEHP's quality assurance functions are delegated to PROVIDER, PROVIDER shall promptly deliver to IEHP all information requested for the purpose of monitoring and evaluating PROVIDER's performance of those quality assurance functions. (28 CCR § 1300.70)
- 17) PROVIDER may utilize IEHP's Provider Dispute Resolution process by phoning or writing the Claims Department (P.O. Box 4319, Rancho Cucamonga, CA 91729-4319, Attention IEHP Claims Resolution Unit; Telephone # (909) 890-2054 or (866) 223-4347). Please see the Provider Manual for more information regarding the dispute resolution process. (Health and Safety Code Section 1367(h).) (28 CCR § 1300.71.38)
- 18) For any material revision to the Agreement or to the sub-delegation of duties by the parties, the parties shall receive prior authorization from the DMHC. (28 CCR § 1300.52.4)
- 19) A description of the grievance procedure shall be readily available at each PROVIDER facility. PROVIDER shall provide grievance forms and assist Members in filing grievances. PROVIDER shall cooperate with IEHP in responding to Member grievances and requests for independent medical reviews. (28 CCR § 1300.68(b))
- 20) Any pursuit and recovery of a third party lien shall comply with all applicable laws and regulations, including without limitation, California Civil Code Section 3040. PROVIDER shall cooperate with IEHP in identifying such third party liability claims and providing any required information.
- 21) PROVIDER shall comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04, as applicable.
- 22) PROVIDER is entitled to all protections afforded under the Health Care Providers' Bill of Rights. (Health & Safety Code Section 1375.7)