MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

REGULAR AGENDA

18. HEALTH SERVICES AGENCY / ADMINISTRATION
    a) AGREEMENT - Approval and authorization for the Executive Director to sign the Professional Services agreement with Partnership HealthPlan of California (Partnership), effective 1/1/2024 and will automatically renew at the end of one (1) year, and annually thereafter.
    (Miscellaneous Agreement #2023-355)

Health Services Agency Executive Director Jayme Bottke stated this agreement will allow the medical clinic to become a part of the network.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Leach, Nolen, Carlson
ABSENT:	Hansen

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 21st day of November 2023.

DATED: November 21, 2023

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

PROFESSIONAL SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

And

PHYSICIAN GROUP

This Professional Services Agreement (the "Agreement") is entered into this January 1, 2024 by and between Partnership HealthPlan of California, a public entity ("**PARTNERSHIP**" or "**PLAN**") and Tehama County Health Services Agency, a physician or a group of physicians licensed to practice in the State of California pursuant to California Business and Professions Code, Division II, Chapter 5, Section 2000 et. seq. (collectively referred to as "**PHYSICIAN**" or "**PHYSICIAN GROUP**").

PHYSICIAN GROUPS

If the undersigned Physician is a member of a Physician Group and is the authorized representative of this Physician Group, the signature affixed to this Agreement on behalf of the Physician Group certifies the following by his or her signature:

(a) The group is a duly organized single business entity organized for the express purpose of providing health care services to the public at large.

(b) All physician members of the group have granted Power of Attorney to the Group Representative for the purpose of signing Managed Care contracts on their behalf. Each member of the Physician Group will be aware of and comply with the terms of the contract.

(c) He or she is authorized to enter into this Agreement on behalf of the Physician Group.

Upon reasonable request by PARTNERSHIP, the Physician Group agrees to provide certified copies of documents, including, but not limited to, Articles of Incorporation, Partnership Agreements or Member Physician Agreements, which will verify its legal and organizational status and operation as described above.

IN WITNESS WHEREOF, the subsequent Agreement between PARTNERSHIP and Physician Group is entered into by and between the undersigned parties.

PHYSICIAN GROUP
Tehama County Health Services Agency

Signature: Jayme S Bottke

Printed Name: Jayme S. Bottke

Title: Executive Director

Date: 10-25-23

PLAN
Partnership HealthPlan of California

Signature:

Name: Sonja Bjork

Title: Chief Executive Officer

Date: 10/12/23

Individuals in Group *(if needed use additional sheet of paper)*:

PHYSICIAN GROUP Address for Notices:

PO Box 400

Red Bluff, CA 96080

Attn: Executive Director

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PARTNERSHIP HEALTHPLAN OF CALIFORNIA
PHYSICIAN GROUP PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 2 – SUBCONTRACTOR REQUIREMENTS (as applicable)

RECITALS

A. Whereas PARTNERSHIP has entered into and will maintain contracts (the "Medi-Cal Agreements") with the California Department of Health Care Services ("DHCS") in accordance with Title 10, CCR, Section 1300 et. seq.; Welfare & Institutions ("W&I") Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Medi-Cal beneficiaries assigned to PARTNERSHIP as Members, will receive all medical services hereinafter defined as "Covered Services," through PARTNERSHIP.

B. Whereas PARTNERSHIP will arrange for Covered Services for its Medi-Cal Members under the case management of designated Primary Care Providers chosen by or assigned to Medi-Cal Members, and all Specialist Physician Services (with the exception of emergency services) will be delivered only with authorization from PARTNERSHIP.

C. Whereas Physician or Physician Group will participate in providing Covered Services to Medi-Cal Members and will receive payment from PARTNERSHIP for the rendering of those Covered Services.

D. Whereas Physician or Physician Group desires to provide primary care services or specialty medical care as appropriate for such Medi-Cal Members.

IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises contained herein, receipt and sufficiency of which are hereby acknowledged, the parties set forth in this Agreement agree and covenant as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended. Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Section.

1.1 Accreditation Organization – Any organization including without limitation, the National Committee for Quality Assurance (NCQA), or other entities engaged in accrediting, certifying and/or approving PARTNERSHIP, Physician, and/or their respective programs, centers or services.

1.2 Agreement - This Agreement and all of the Exhibits attached hereto and incorporated herein by reference.

1.3 Applicable Requirements - To the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, County, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the applicable Knox-Keene Act statutes and its implementing regulations, the Social Security Act and its

implementing regulations, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, "Affordable Care Act"), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; the Medi-Cal Agreement; DHCS Medi-Cal Provider Manual; all Governmental Agency guidance, executive orders, instructions, letters, bulletins, and policies; and all standards, rules and regulations of accreditation organizations.

1.4 Assigned Member - Medi-Cal Member who has been assigned or who chose a PCP for their medical care.

1.5 Attending Physician - (a) Any physician who is acting in the provision of Emergency Services to meet the medical needs of the Medi-Cal Member; or (b) any physician who is, through referral from the Medi-Cal Member's PCP, actively engaged in the treatment or evaluation of a Member's condition; or (c) any physician designated by the Medical Director to provide services for Direct Members.

1.6 Block Transfer - A transfer or redirection of two thousand (2,000) or more Members by PARTNERSHIP from a terminated Physician Group to one or more contracting providers that takes place as a result of the termination or non-renewal of a provider contract.

1.7 California Children's Services (CCS) Program - A public health program providing Medically Necessary Covered Services to Members under the age of 21 years who have CCS-eligible conditions, as specified in Title 22, CCR, Section 41515.1 *et seq*.

1.8 This is deliberately left blank.

1.9 Child Health and Disability Prevention Services (CHDP) - Those health care preventive services for beneficiaries under 21 years of age provided in accordance with the provisions of Health and Safety Code Section 124025, et. seq., and Title 17, CCR, Sections 6842 through 6852.

1.10 Claim Form – Centers for Medicare and Medicaid Services (CMS) 1500 or UB-04 claim form used by Physician to report to PARTNERHIP the provision of Covered Services to Medi-Cal Members.

1.11 Clean Claim - A claim that can be processed without obtaining additional information from the provider of the service or from a third party.

1.12 Contract Year - Twelve (12) month period following the effective date of this Agreement between Physician and PARTNERSHIP and each subsequent twelve (12) month period following the anniversary of the Agreement.

1.13 County Organized Health System (COHS) - A plan serving either a single or multiple county area formed pursuant to California Welfare and Institutions Code Section 14087.54.

1.14 Covered Services - Those health care services set forth in Welfare and Institutions Code Sections 14000 et seq. and 14131 et. seq., Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301, and Title 17, CCR, Chapter 4, Subchapter 13, Article 4, beginning with Section 6800 et seq., except for excluded and limited services outlined in Sections 4.1 to 4.3 of this Agreement.

1.15 Direct Members - Medi-Cal Members enrolled with PARTNERSHIP who have not been assigned to a PCP for administrative or medical reasons, e.g. CCS, ESRD, LTC, out-of-area Members, organ transplant cases, or Medi-Cal Members that the Medical Director has determined can remain unassigned to a PCP because of continuity of care.

1.16 Downstream Subcontractor - An individual or entity that has a subcontractor agreement with a Subcontractor.

1.17 Eligible Beneficiary - Any Medi-Cal beneficiary who receives Medi-Cal benefits under the terms of one of the specific aid codes set forth in the Medi-Cal Agreement between PARTNERSHIP and DHCS, and who is certified as eligible for Medi-Cal by the State of California and assigned to PARTNERSHIP.

1.18 Emergency Medical Condition - A medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that a the absence of immediate medical attention could reasonably expect to result in one or more of the following: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part; or iv) death.

1.19 Emergency Services - Those inpatient and outpatient Covered Services that are furnished by a qualified provider and needed to evaluate or stabilize an Emergency Medical Condition as defined in 42 CFR section 438.114 and Health & Safety Code section 1317.1(a)(1).

1.20 Encounter Data - The information that describes health care interactions between Members and health care providers relating to the receipt of any item(s) or service(s) by a Member under this Agreement and subject to the standards of 42 CFR sections 438.242 and 438.818

1.21 Encounter Form - Form submitted electronically to PARTNERSHIP in a HIPAA compliant 837 format to report the Covered Services provided to Medi-Cal Members.

1.22 Enrollment - The process by which an Eligible Beneficiary selects or is assigned to PARTNERSHIP by DHCS.

1.23 Excluded Services - Those services for which PARTNERSHIP is not responsible pursuant to its Medi-Cal Agreement and for which it does not receive a capitation payment as outlined in Sections 4.1 to 4.3 of this Agreement.

1.24 Family Planning - means Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to: 1) medical and surgical services performed by and under the direct supervision of a licensed physician for the purposes of Family Planning; 2) laboratory and radiology procedures, drugs and devices prescribed by a licensed physician and/or associated with Family Planning procedures; 3) patient visits for the purpose of Family Planning; 4) Family Planning counseling services provided during a regular patient visit; 5) tubal ligations; 6) vasectomies; 7) contraceptive drugs or devices; and, 8) treatment for complications resulting from previous Family Planning procedures. Family Planning does not include services for the treatment of infertility or reversal of sterilization.

1.25 Fee-For-Service Payment (FFS) - (1) The maximum Fee-For-Service rate determined by DHCS for services provided under the Medi-Cal Program; or (2) the rate agreed to by PARTNERSHIP and Physician or Physician Group. All Covered Services that are non-capitated services and authorized by PARTNERSHIP pursuant to this Agreement will be compensated by PARTNERSHIP at the lowest allowable Fee-For-Service rate unless otherwise identified in Section 5 of this Agreement.

1.26 Fraud, Waste, and Abuse - The intentional deception or misrepresentation made by persons, including, but not limited to, Physician or Physician Group, with the knowledge that such deception could result in some unauthorized benefit to themselves or some other person or entity. It also means practices that are inconsistent with sound fiscal and business practices or medical standards and result in an unnecessary cost to the Medi-Cal program or other Benefit Plans, or in payment for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. Fraud, Waste, and Abuse includes any act that constitutes fraud under applicable federal or state law including 42 CFR § 455.2 and Welfare & Institutions Code section 14043.1(i), and the overutilization or inappropriate utilization of services and misuse of resources.

1.27 Governmental Agencies - The Department of Managed Health Care ("DMHC"), DHCS, United States Department of Health and Human Services ("DHHS"), United States Department of Justice ("DOJ"), and California Attorney General, Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and any other agency which has jurisdiction over PARTNERSHIP or Medi-Cal (Medicaid) or Physician or Physician Group.

1.28 Health Equity - The reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.

1.29 Hospital - Any acute, general care or psychiatric hospital licensed by the DHCS.

1.30 Identification Card - The card that is prepared by PARTNERSHIP which bears the name and symbol of PARTNERSHIP and contains: a) Member name and identification number, b) Member's PCP, and c) other identifying data. The card is not proof of Member eligibility with PARTNERSHIP or proof of Medi-Cal eligibility.

1.31 Medical Director - The Medical Director of PARTNERSHIP, or his/her designee, a physician licensed to practice medicine in the State of California employed by PARTNERSHIP to monitor the quality assurance and implement Quality Improvement Activities of PARTNERSHIP.

1.33 Medi-Cal Managed Care Program or Medi-Cal Program - The program that PARTNERSHIP operates under its Medi-Cal Agreement with DHCS.

1.34 Medi-Cal Manual - The Medical Services Provider Manual of DHCS, issued by the DHCS Fiscal Intermediary.

1.35 Medical Transportation - The transportation of the sick, injured, invalid, convalescent, infirm or otherwise incapacitated persons by ambulances, litter vans or wheelchair vans licensed, operated, and equipped in accordance with applicable state or local statutes, ordinances or regulations. Medical transportation services do not include transportation of beneficiaries by passenger car, taxicabs or other forms of public or private conveyances.

1.36 Medically Necessary - Reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&I Code Section 14059.5(a) and 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.
For Members under 21 years of age, a treatment or service is also Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard set forth in 42 USC Section 1396d(r)(5), as required by W&I Code Sections 14059.5(b)(1) and 14132(v), and as described in DHCS APL 19-010. Without limitation, Medically Necessary services for Members less than 21 years of age include all services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support, or maintain the Member's current health condition. These services will be in accordance with accepted standards of medical practice and not primarily for the convenience of the Member or the participating provider.

1.37 Medical Home - A model of organization of primary care that delivers the core functions of primary health care which is comprised of comprehensive care, patient-centered, coordinated care, accessible services, and quality and safety.

1.38 Medicare - The federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.

1.39 Member or Medi-Cal Member - An Eligible Beneficiary who is enrolled in PARTNERSHIP.

1.40 Member Handbook - The PARTNERSHIP Medi-Cal Combined Evidence of Coverage and Disclosure Form that sets forth the benefits to which a Medi-Cal Member is entitled under the Medi-Cal Managed Care Program, the limitations and exclusions to which the Medi-Cal Member is subject and terms of the relationship and agreement between PARTNERSHIP and the Medi-Cal Member.

1.41 Minor Consent Services - Covered Services of a sensitive nature that minor Members do not need parental consent to access, including, but not limited to, the following situations: a) sexual assault, including rape; b) drug or alcohol abuse for minors twelve (12) years or older; c) pregnancy; d) family planning; e) sexually transmitted diseases for minors twelve (12) years or older; f) diagnosis or treatment of infectious, contagious, or communicable diseases in minors twelve (12) years of age or older if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer; and g) outpatient mental health care for minors twelve (12) years of age or older who are mature enough to participate intelligently in their health care pursuant to Family Code section 6924 and where either (1) there is a danger of serious physical or mental harm to the minor or others or (2) the minors are the alleged victims of incest or child abuse.

1.42 Non-Medical Transportation (NMT) - Transportation of Members to obtain Covered Services by passenger car, taxicabs, or other forms of public or private conveyances, and mileage reimbursement when conveyance is in a private vehicle arranged by the Member and not through a transportation broker, bus passes, taxi vouchers, or train tickets. NMT does not include the transportation of sick, injured, invalid, convalescent, infirm, or otherwise incapacitated Members by ambulances, litter vans, or wheelchair vans licensed, operated and equipped in accordance with State and local statutes, ordinances, or regulations.

1.43 Non-Physician Medical Practitioner - A physician assistant, nurse practitioner, or certified mid wife authorized to provide primary care under physician supervision.

1.44 Physician Patient Load Limitation - The maximum number of Members for whom the PCP has contracted to serve, which has been accepted by PARTNERSHIP. PARTNERSHIP agrees that additional Members will not be permitted to select or be assigned to that PCP. Such limit may be changed by mutual agreement of the parties.

1.45 Physicians Advisory Group - The committee of physicians chosen each year from among contracting physicians by PARTNERSHIP for the purpose of advising PARTNERSHIP. The physicians must be Board Certified.

1.46 Population Needs Assessment - PARTNERSHIP's process for: a) identifying Member health needs and health disparities; b) evaluating health education, cultural & linguistic, delivery system transformation and quality improvement activities and other available resources to address identified health concerns; and 3)

implementing targeted strategies for health education, cultural & linguistic, and quality improvement programs and services.

1.47 Primary Care Case Management - The responsibility for primary and preventive care, and for the referral, consultation, ordering of therapy, admission to hospitals, provision of Medi-Cal covered health education and preventive services, follow-up care, coordinated hospital discharge planning that includes necessary post-discharge care, and maintenance of a medical record with documentation of referred and follow-up services.

1.48 Primary Care Provider (PCP) -. The PCP is responsible for supervising, coordinating, and providing initial and Primary Care to Members; initiating referrals; and for maintaining the continuity of care for the Members; and serving as the Medical Home for Members. A PCP is a general practitioner, family practitioner, internist, Obstetrician-Gynecologist, pediatrician, or Non-Physician Medical Practictioner. For SPD Members, a PCP may also be a Specialist or clinic. A resident or intern will not be a Primary Care Provider.

1.49 Primary Care Services - Those services defined in Attachment C of the PCP contract and provided to Members by a PCP. These services constitute a basic level of healthcare usually rendered in ambulatory settings and focus on general health needs.

1.50 Primary Hospital - A hospital affiliated with PCP that has entered into an agreement with PARTNERSHIP.

1.51 Program Data - Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.

1.52 Provider Data - Information concerning Physician or Physician Group, including, but not limited to, information about the contractual relationship between Physician or Physician Group, Subcontractors, and Downstream Subcontractors; information regarding the facilities where Services are rendered; and information about the area(s) of specialization of Physician and Physician Group, Subcontractors, and Downstream Subcontractors, as applicable.

1.53 Provider Manual - The Manual of Operational Policies and Procedures for PARTNERSHIP Medi-Cal Managed Care Program.

1.54 Quality Improvement and Health Equity Committee ("QIHEC") - A committee facilitated by PARTNERSHIP's Medical Director, or the Medical Director's designee, in collaboration with the Health Equity officer, to meet at least quarterly to direct all QIHETP findings and required actions.

1.55 Quality Improvement and Health Equity Transformation Program ("QIHETP") - The systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the

standards set forth in applicable laws, regulations, and the Medi-Cal Agreement.

1.56 Referral Authorization Form or RAF - The form or number evidencing a referral by PCP or Medical Director, or designee, to render specific non-emergency Covered Services to Medi-Cal Members.

1.58 Referral Physician - Any qualified physician, duly licensed in California that has been enrolled in the Medi-Cal Program and executed an agreement with PARTNERSHIP, to whom a PCP may refer any Member for consultation or treatment. Exceptions to this requirement must be authorized by PARTNERSHIP CEO and/or Medical Director.

1.59 Referral Services - Covered Services, which are not Primary Care Services, provided by physicians on a referral from the PCP, or rendered by the PCP as a non-capitated service.

1.60 Senior and Person with Disability (SPD) Member – A Member who falls under a specific SPD aid code as defined by DHCS.

1.61 Sensitive Services - Covered Services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence, and includes Covered Services described in Sections 6924, 6925, 6926, 6927, 6928, 6929, and 6930 of the Family Code, and Sections 121020 and 124260 of the Health and Safety Code, obtained by a Member with the capacity to legally consent to the specific Covered Service.

1.62 Specialist Physician or Specialist - A providerwho has completed advanced education and clinical training in a specific area of medicine or surgery. Specialists include, but are not limited to, those Specialists listed in Welfare & Institutions Code Section 14197. A specialists has entered into an Agreement with PARTNERSHIP and is licensed to provide medical care by the Medical Board of California, and is enrolled in the State Medi-Cal Program at locations designated in Attachment B of this Agreement.

1.63 Subcontractor - means an individual or entity that has a subcontractor agreement with PARTNERSHIP that relates directly or indirectlSENSITIVIE y to the performance of PARTNERSHIP's obligations under the Medi-Cal Agreement. .

1.64 Template Data - Data reports submitted to DHCS by PARTNERSHIP, which includes, but is not limited to, data of Member populations, health care benefit categories, or program initiatives.

1.65 Treatment Authorization Request or (TAR) - The form approved by PLAN for the provision of Non-Emergency Services. Those Non-Emergency Services that require a Treatment Authorization Request form approved by PARTNERSHIP are set forth in the Provider Manual.

1.66 Urgent Care Services - Those Covered Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.

1.67 Utilization Management Program - The program(s) approved by PARTNERSHIP, which are designed to review and monitor the utilization of Covered Services, including the evaluation of the Medical Necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities. Such program(s) are set forth in PARTNERSHIP's Provider Manual.

1.68 Working Days - means Monday through Friday, except for state holidays as identified at the California Department of Human Resources State Holidays website.

SECTION 2
QUALIFICATIONS, OBLIGATIONS AND COVENANTS

2.1 Physician or Physician Group is responsible for:

2.1.1 Standards of Care - Provide Covered Services for those complaints and disorders of PARTNERSHIP Members that are within Physician's professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner as are generally accepted practices and standards prevailing in the professional community.

2.1.2 Licensure - Warrant that Physician(s) has/have, and will continue to have as long as this Agreement remains in effect, a valid unrestricted license to practice medicine or osteopathy in the State of California to provide the Covered Services under the terms of this Agreement. Warrant that Physician will maintain good standing in the Medi-Cal and Medicare Programs and affirm that Physician does not appear on any Medi-Cal suspended provider list or any other list which would exclude or suspend Physician from participating in any other state or federal health care program. Warrant that Physician(s) has/have the personal capacity to perform pursuant to the terms of this Agreement; is duly licensed, certified or registered and qualified in accordance with current applicable legal, profession, and technical standards, and will satisfy any continuing professional education requirements prescribed by state licensure and/or certification regulations or by PARTNERSHIP. Warrant that Physician(s) has/have a valid National Provider Identification number.

(a) Physician or Physician Group will notify PARTNERSHIP immediately if Physician or Physician Group is referred for suspension or termination, or actually identified as suspended, excluded, or terminated from participation in the Medicare or Medi-Cal/Medicaid Programs.

2.1.3 Credentialing - Provide PARTNERSHIP with a completed credentialing form, will use best efforts to notify PARTNERSHIP in advance of any

change in such information, and will successfully complete a facility site review in accordance with DHCS APL 22-017, 22 CCR section 53856, and the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 5.2.14 (*Site Review*), if deemed necessary by PARTNERSHIP in accordance with the Medi-Cal Agreement.

2.1.4 Comprehensive Primary Care Services - For non-Specialists, provide the Medically Necessary comprehensive level of health care for their assigned patients usually rendered in ambulatory settings by general or family practitioners, pediatricians, Obstetrician-Gynecologists, internists and Non-Physician Medical Practitioners. This type of care emphasizes caring for the Member's general health needs as opposed to specialists focusing on specific needs.

2.1.5 Covered Services - Provide Medically Necessary Covered Services that are physician services including specific diagnostic, treatment or surgical procedures to Medi-Cal Members for those medical complaints and disorders that are within his/her professional competence to diagnose and treat.

2.1.6 Adequate Network or Staff – Physician or Physician Group must maintain adequate networks and staff to ensure that it has sufficient capacity to provide and coordinate care for Covered Services in accordance with 22 CCR section 53853, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2 and all requirements in the Medi-Cal Agreement.

2.1.7 Referrals - Unless otherwise agreed to by PARTNERSHIP except for Emergency Services and Urgent Care Services, provide Covered Services to Medi-Cal Members, only upon receipt of an appropriate referral to provide such services from Medi-Cal Member's PCP, PARTNERSHIP, or such other treatment authorization as described in PARTNERSHIP's Provider Manual.

a. PCP has the right to refer Member to any Referral (Specialist) Physician. Referrals to contracting providers outside the County or non-contracting certified Medi-Cal providers may be made only after authorization for such has been obtained from PARTNERSHIP's Medical Director or designee.

b. The Specialist Physician will consult with PCP as soon as possible when a Medi-Cal Member who, for conscientious or other personal reasons, refuses to follow or undergo one or more procedures or courses of treatment recommended by the Specialist Physician if the Specialist Physician determines no professionally acceptable alternatives to such recommended procedures or courses of treatment exists as a Covered Service under the Medi-Cal Managed Care Program.

2.1.8 Case Management - Cooperate with Medi-Cal Member's PCP and PARTNERSHIP in the PCP's monitoring, coordination, and case management of the Medi-Cal Member's overall health care. Specialist Physician will promptly furnish a complete report of the services rendered to a Medi-Cal Member to the Medi-Cal Member's PCP and, upon receipt of an appropriate consent, to PARTNERSHIP, on such form as may be prescribed in PARTNERSHIP's Provider Manual.

a. Physician or Physician Group agrees to abide by PARTNERSHIP's Provider Manual policies and procedures, which may be amended from time to time with ninety (90) business days' notice to Physician or Physician Group.

b. Specialist or Referral Physician to whom the PCP has delegated the authority by a referral to proceed with treatment or the use of resources, will be responsible for coordinating medical services performed or prescribed through them for the Member.

c. Physician or Physician Group acknowledges that PARTNERSHIP's Medical Director will assist in the management of catastrophic cases. Physician or Physician Group will fully cooperate with PARTNERSHIP's Medical Director by providing information that may be required in the transfer of a Medi-Cal Member into medical facilities designated by PARTNERSHIP for the care of catastrophic cases, including but not limited to, prompt notification of known or suspected catastrophic cases**.**

2.1.9 Accessibility and Hours of Service – Providing Covered Services to Medi-Cal Members on a readily available and accessible basis in accordance with Applicable Requirements, including, but not limited to 42 CFR section 438.206, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2, the Medi-Cal Agreement, and PARTNERSHIP's timely access policies and procedures as set forth in PARTNERSHIP's Provider Manual. Covered Services shall be provided during normal business hours at Physician or Physician Group's usual place of business and Physician or Physician Group will arrange for Emergency Services and Urgent Care Services as Medically Necessary. Any Emergency Services shall be subject to the terms set forth in the Provider Manual regarding Contracting and Non-Contracting Emergency Service Providers and Post-Stabilization. Physician or Physician Group will make suitable arrangements for personal contact with the Member, or for services by appropriate personnel in accordance with customary medical practice and with the law including referrals for a second professional opinion.
In all cases, Physician or Provider Group shall ensure that Covered Services are provided in a timely manner appropriate for the nature of the Member's condition, consistent with good professional practice. Failure of Physician or Physician Group to follow PARTNERSHIP's timely access policies and procedures, reporting requirements, subcontractual requirements,

Applicable Requirements, or DHCS's requirements, may result, at PARTNERSHIP's option, in a corrective action plan or any sanctions.

a. Direct requests to Specialist Physician from Medi-Cal Member for medical advice, diagnosis, treatment, or relief, will first be authorized by the PARTNERSHIP Medical Director or his/her designee prior to rendering the services with the exception of those services described in Section 4.1 of this Agreement.

b. No payment shall be made by PARTNERSHIP for the services rendered to Capitated Members unless evidence of PCP or PARTNERSHIP authorization has been made or the services are excluded in accordance with Section 4 of this Agreement.

c. In the event and to the extent that Physician or Physician Group is at risk for non-contracting emergency services, Physician or Physician Group shall comply with the Medi-Cal Agreement requirements with respect to Provision 3.3.16 of the Medi-Cal Agreement (*Emergency Services and Post-Stabilization Care Services*)..

2.1.10 Hospital Privileges - Maintain active medical staff privileges and remain a member in good standing of the medical staff with at least one (1) Hospital contracting with PARTNERSHIP or has been specifically excluded from this requirement by PARTNERSHIP's Medical Director.

2.1.11 Officers, Owners and Stockholders - Physician or Physician Group shall provide, as applicable, the ownership disclosure statement(s) included in Attachment A, the business transactions disclosure statement(s), the convicted offenses disclosure statement(s), and the exclusion from state or federal health programs disclosure statement(s), prior to commencing services under this Agreement and, on an annual basis, upon any change in information, and upon request, if required by law or by the Medi-Cal Agreement. Legal requirements include, but are not limited to, Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106. Physician shall also provide, as applicable, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" and shall comply with its instructions, if required by law or by the Medi-Cal Agreement. Such Debarment Certification and its instructions are set forth in the Provider Manual.

2.1.12 Actions Against Physician - Physician or Physician Group will adhere to the requirements as set forth in PARTNERSHIP's Provider Manual and notify PARTNERSHIP immediately via phone and by certified mail within five (5) days of Physician or Physician Group's learning of any action taken which results in restrictions on Physician staff privileges, membership, employment for a medical disciplinary cause or reason as defined in the California Business & Professions Code, Section 805, regardless of the

duration of the restriction or excluded from participating in the Medi-Cal Program.

2.1.13 Data Requirements - Physician or Physician Group will comply with the following requirements:

2.1.13.1 Financial and Accounting Records - Maintain, in accordance with standard and accepted accounting practices, financial and accounting records relating to services provided or paid for hereunder as will be necessary and appropriate for the proper administration of this Agreement, the services to be rendered, and payments to be made hereunder or in connection herewith.

2.1.13.2 Reports - Physician or Physician Group agrees to submit reports as required by PARTNERSHIP or DHCS.

2.1.13.3 Encounter Data, Provider Data, Program Data, Template Data Reporting - Physician or Physician Group agrees to provide complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, and Template Data, and any other reports or data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its data reporting requirements to DHCS. Physician or Physician Group agrees to comply with the requirements set forth in Exhibit A, Attachment III, Provision 2.1.2 (*Encounter Data Reporting*), Provision 2.1.4 (*Network Provider Data Reporting*), Provision 2.1.5 (*Program Data Reporting*), Provision 2.1.6 (*Template Data Reporting*) of the Medi-Cal Agreement.

2.1.14 Social Determinants of Health (SDOH) – Physician or Physician Group will identify, collect and provide PARTNERSHIP with data relating to Medi-Cal Members' SDOH, including but not limited to data for DHCS's 25 Priority SDOH Codes.

2.1.15 Compliance with Member Handbook - Physician or Physician Group acknowledges that Physician is not authorized to make nor will Physician or Physician Group make any variances, alterations, or exceptions to the terms and conditions of the Member Handbook.

2.1.16 Promotional Materials - Physician or Physician Group will consent to be identified as a Physician or Physician Group in written materials published by PARTNERSHIP, including without limitation, marketing materials prepared and distributed by PARTNERSHIP and, display promotional materials provided by PARTNERSHIP within his/her office.

2.1.17 Compliance with PARTNERSHIP Policies and Procedures - Physician agrees to comply with all policies and procedures set forth in the PARTNERSHIP Provider Manual. The Provider Manual is available through PARTNERSHIP website at www.Partnershiphp.org.

PARTNERSHIP may modify the Provider Manual from time to time as allowed under this Agreement. In the event the provisions of the Provider Manual are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

2.1.18 Trainings – Physicians shall participate in and complete all necessary trainings regarding the Medi-Cal Program conducted by PARTNERSHIP in accordance with the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.2.5 (*Network Provider Training*), Members' rights as required under Exhibit A, Attachment III, Section 3.2 (Provider Relations), and Advanced Directives in accordance with 42 CFR sections 422.128 and 438.3(j) set forth in and Exhibit A, Attachment III, Provision 5.1.1, Subsection C.3) (*Members' Right to Advance Directives*), and any other requirements set forth in the Medi-Cal Agreements.

2.1.19 Cultural and Linguistic Services – Physician or Physician Group shall provide Covered Services to Members in a culturally, ethnically and linguistically appropriate manner. Physician or Physician Group shall recognize and integrate Members' practices and beliefs about disease causation and prevention into the provision of Covered Services.

2.1.19.1 Physician or Physician Group shall ensure that its cultural and Health Equity linguistic services programs align with PARTNERSHIP's Population Needs Assessment.

2.1.19.2 Physician or Physician Group agrees to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with Medi-Cal Agreement, Exhibit A, Attachment III, Provision 5.2.11, Subsection C (*Diversity, Equity and Inclusion Training*).

2.1.20 Language Assistance Program - Physician or Physician Group shall comply with Plan's language assistance program standards developed under California Health and Safety Code Section 1367.04 and Title 28 CCR Section 1300.67.04 and shall cooperate with PARTNERSHIP by providing any information necessary to assess compliance. PARTNERSHIP shall retain ongoing administrative and financial responsibility for implementing and operating the language assistance program. Physician or Physician Group has 24 (twenty-four) hours, 7 (seven) days a week access to telephonic interpretive services outlined in policies and procedures as set forth in PARTNERSHIP Provider Manual. Physician or Physician Group shall provide or arrange for interpreter services for Members at all service locations at both medical and non-medical points of contact, at no additional cost to PARTNERSHIP and at no cost to Members.

2.1.21 Physician or Physician Group's Locations and Services –Physician or Physician Group shall provide Covered Services to Members at the location(s) set forth in Attachment B. Physician or Physician Group agrees

to provide at least sixty (60) days notice to PARTNERSHIP prior to the opening of any new location and ninety (90) days prior to significantly changing capacity or services furnished by Physician or Physician Group or the closing of any location. Physician or Physician Group understands that any new site(s) not listed in the Agreement may be added upon notice to PARTNERSHIP of new site(s), verification of new site's Medi-Cal enrollment, and successful completion of PARTNERSHIP's credentialing requirements. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

(a) In the event the Physician or Physician Group begins providing Covered Services under another Tax Identification Number(s) and/or billing NPI that is not currently contracted with PARTNERSHIP, upon written agreement of the parties, that new Tax Identification Number(s) and /or billing NPI will become subject to the Agreement.

(b) In the event the Physician or Physician Group acquires or is acquired by, merges with or otherwise becomes affiliated with another Provider that is currently contracted with PARTNERSHIP, this Agreement, and the current agreement between PARTNERSHIP and the other Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

(c) Any assignment of this Agreement is subject to Section 10.1.

2.1.22 Member Emergency Preparedness Plan - For purposes of this Section, "Emergency" means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by public health crises, natural and man-made hazards, or disasters.

2.1.22.1 Physician or Physician Group shall annually submit evidence of adherence to CMS Emergency Preparedness Final Rule 81 FR 63859 to PARTNERSHIP.

2.1.22.2 Physician or Physician Group shall advise PARTNERSHIP as part of the Emergency Plan; and

2.1.22.3 Physician or Physician Group shall notify PARTNERSHIP within 24 hours of an Emergency if Physician or Physician Group closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency.

2.1.23

Electronic Visit Verification - If applicable, Physician or Physician Group shall comply with federal requirements for Electronic Visit Verification set forth in 42 USC section 1396b(l) and with state requirements for Electronic

Visit Verification set forth in W&I Code section 14043.51 and all applicable DHCS APLs. If applicable, Physician or Physician Group shall implement a state-approved Electronic Visit Verification solution, as required, for personal care services provided in a Member's home by January 1, 2022 and for home health care services provided in a Member's home by January 1, 2023.

2.2 PARTNERSHIP is responsible for:

2.2.1 Member Assignment - Assigning Medi-Cal Members a PCP and Primary Hospital.

a. The Medi-Cal Member can select from the PCPs contracting with PARTNERSHIP.
b. If the Medi-Cal Member does not select a PCP, PARTNERSHIP will assign Members to a PCP in a systematic manner as PARTNERSHIP deems appropriate.
c. The Medi-Cal Member will be assigned to a Primary Hospital for inpatient and outpatient hospital services and at which the Physician or Physician Group has medical staff privileges.

2.2.2 Payment for Authorized Service Only - PARTNERSHIP will reimburse Physician or Physician Group for Covered Services that are Medically Necessary, and if required, properly authorized by PARTNERSHIP Medical Director (or his/her designee) pursuant to Section 5. However, prior authorization requirements are not applied to Emergency Services, Family Planning services, preventive services, basic prenatal care, sexually transmitted disease services, Human Immunodeficiency Virus (HIV) testing, initial mental health and substance use disorder (SUD) assessments, and Minor Consent Services.

2.3 Member Eligibility - Physician or Physician Group will verify Medi-Cal Member eligibility with PARTNERSHIP prior to admission for inpatient services at Primary Hospital and prior to rendering medical services. Prior authorization from PARTNERSHIP is not a guarantee of Medi-Cal Member eligibility with PARTNERSHIP or eligibility in the Medi-Cal Program.

2.3.1 The notification will be provided via telephone, facsimile, mail or electronic media, listing all pertinent data regarding the eligibility of Medi-Cal Members who have chosen or have been assigned to Physician or Physician Group. Such data will be updated on or about the twenty-fifth (25^{th}) of the each month.

2.3.2 PARTNERSHIP will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

2.4 Lisiting - PARTNERSHIP will enter the name of each contracted Physician or Physician Group onto a list from which Medi-Cal Members may choose to receive

healthcare services. Such a list will contain the following information concerning the Physician or Physician Group.

a. Physician's or Physician Group's or site's name and any group affiliation, NPI number, address, telephone number, and, if applicable, web site URL for each service location;
b. For a medical group/foundation or IPAs, the medical group/foundation or IPA name, NPI number, address, telephone number, and, if applicable, web site URL shall appear for each Physician;
c. The hours and days when each service location is open;
d. The services and benefits available at each location, including accessibility symbols approved by DHCS and whether the office/facility (exam room(s), equipment, etc.) can accommodate Members with physical disabilities;
e. California license number and type of license, if applicable;
f. The area of specialty, including board certification, or other accreditation, if any;
g. Physician or Physician Group cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by Physician or Physician Group or a skilled medical interpreter at the Physician's or Physician Group's facility, and if Physician or Physician Group has completed cultural competence training;
h. The telephone number to call after normal business hours;
i. Identification of whether Physician or Physician Group is available to all or new Members; and
j. Any other information necessary for PARTNERSHIP to comply with 42 CFR 438.10(h) and Health and Safety Code 1367.27.

SECTION 3
SCOPE OF SERVICES TO BE PROVIDED

3.1 Management of Care - The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred or rendered by Physician or Physician Group. With the exception of Excluded Services described in Section 4.1 of this Agreement, it is the responsibility of the Physician or Physician Group with the assistance of appropriate Specialists to determine, to provide, to prescribe, and to manage Covered Services for Medi-Cal Members in accordance with sound professional principles and Medical Necessity.

3.1.1 Except as otherwise provided herein, it will be the responsibility of the Physician or Physician Group to render or provide referral for Covered Services, for each Medi-Cal Member, which has been determined to be Medically Necessary and appropriate for the control of disease, illness, or disability.

3.1.2 Physician or Physician Group will obtain referral and prior authorization when required before rendering medical services to Member. A Treatment Authorization Request approved by PARTNERSHIP's Medical Director shall be obtained for Covered Services per PARTNERSHIP's policies and procedures and as outlined in PARTNERSHIP's Provider Manual. All services and goods required or provided hereunder will be consistent with sound professional principles, community standards of care, and medical necessity.

3.2 Consultation with Medical Director - Physician or Physician Group may at any time seek consultation with Medical Director on any matter concerning the treatment of the Member.

3.3 Covered Services – Physician or Physician Group will provide services covered under the Medi-Cal Program when they are necessary and appropriate for the care of that Member and are a PARTNERSHIP contracted service. Covered Services include but are not limited to:

3.3.1 Initial Health Assessments Within 120 Days – Ensure that all Members assigned to PCP are scheduled for an initial health assessment within 120 days after enrollment for Members over the age of 21 years and as soon as possible for Members under the age of 21 years, unless PCP determines that their medical records are adequate and sufficiently current to allow for an assessment of the Member's health status without such an assessment. At a minimum, an initial health assessment will include a medical history, physical and mental status examination, weight and height data, and blood pressure. The assessment will also include those preventive health screens and tests set forth in PARTNERSHIP's Provider Manual, a discussion of appropriate preventive measures, and the provision for future follow-up appointments as indicated.

3.3.2 Referrals – Be responsible for supervising, coordinating, and providing primary medical care to Members; initiating referrals for specialist care; for maintaining the continuity of patient care; education of Members regarding appropriate health prevention measures; and the appropriate maintenance of medical records. All referrals to specialists are to be to Referral Physicians and to other professional or institutional providers who have an agreement with PARTNERSHIP whenever possible. Nothing herein will be construed to impose liability on PCP for the clinical performance of any other physician, any hospital, or any other health care provider rendering health care services to the Members without the knowledge of the PCP.

3.4 Preventive Health Care – Provide Members regular preventive health examinations and procedures, including but not limited to routine physical examinations, immunizations, and health screenings, in accordance with Child Health and Disability Prevention guidelines and with PARTNERSHIP Preventive Healthcare guidelines in the Provider Manual. PCP will ensure that a CHDP appointment is made for the Member to be examined within four weeks of request.

3.4.1 Ensure that member-specific immunization information is periodically reported to an immunization registry(ies) established in Physician or Physician Group's service area(s) as part of the Statewide Immunization Information System and in compliance with APL 18-004, or subsequent regulatory requirement issued by DHCS.

3.4.2 Upon adequate diagnostic evidence that a Medi-Cal Member under 21 years of age may have a CCS-eligible condition, Physician or Physician Group shall refer the Member to the local CCS office for determination of eligibility.

3.5 Facilities, Equipment and Personnel – Provide and maintain sufficient facilities, equipment, personnel, and administrative services to perform the duties and responsibilities as set forth in this Agreement. All such facilities and equipment shall, to the extent required, be licensed or registered in accordance with Applicable Requirements. The operating personnel for such equipment shall be licensed or certified as required by Applicable Requirements.

3.6 Mental Health Parity - Physician or Physician Group agrees to comply with all applicable mental health parity requirements set forth in 42 CFR section 438.900 et seq.

3.7 Health Education – Offer Members appropriate health education, including but not limited to, nutrition counseling, Family Planning and counseling, and accident prevention counseling.

3.8 Medical Transportation - Medical Transportation when Medically Necessary and in accordance with Title 22, CCR, Section 51323 and PARTNERSHIP's Provider Manual and policies and procedures.

3.9 Other Medically Necessary Services - Other necessary durable medical equipment rental, and medical supplies or other services (i.e. Substance Use Treatment services) determined by Physician to be Medically Necessary for the purpose of diagnosis, management or treatment of diagnosed health impairment, or rehabilitation of the Medi-Cal Member. All services and goods required or provided hereunder will be consistent with sound professional principles, community standards of care, and medical necessity.

3.10 Interpreter Services and Auxiliary Aids – Arrange interpreter services, and Auxiliary Aids such as Telephone Typewriters (TTY)/Telecommunication devices for the Deaf (TDD) and American Sign Language, as necessary for Members at all facilities. As a means to fufill this requirement, Physician or Physician Group will access PARTNERSHIP's Interpretive Services, as appropriate.

3.10 Medical Necessity - Nothing expressed or implied herein shall require the Physician or Physician Group to provide to or order on behalf of the Medi-Cal Member, Covered Services which, in the professional opinion of the Physician or Physician Group, are not Medically Necessary for the treatment of the Medi-Cal Member's disease or disability.

3.11 Prescription Drugs – PROVIDER will coordinate with DHCS contractor administering the Medi-Cal Rx program and work directly with the Medi-Cal Rx program to resolve issues with the Member's pharmacy prescription benefits for pharmacy services. PROVIDER shall follow associated drug utilization or disease management guidelines and protocols and, if required, submit a TAR with supporting documentation for any Physician Administered Drugs requiring prior authorization.

3.12 Non-Discrimination

3.12.1 Medi-Cal Members - Physician or Physician Group will provide services to Medi-Cal Members in the same manner as such services are provided to other patients of Physician, except as limited or required by other provisions of this Agreement or by other limitations inherent in the operational considerations of the Medi-Cal Program. Subject to the foregoing, Physician or Physician Group will not subject Members to discrimination on the basis of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, ethnic group identification, age, sex, gender, gender identity, political affiliation, health status, or physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code section 422.56, or status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, in accordance with Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. Discrimination will include but is not limited to: denying any Member any Covered Service or availability of a facility; providing to a Member any Covered Service which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Covered Services, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Services; the assignment of times or places for the provision of services on the basis of

sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

3.12.1.1 For the purpose of this Section, physical handicap includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.

3.12.2 General Compliance – Pursuant to the requirements of the Medi-Cal Agreement, the Physician or Physician Group will not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, age (over 40), sex, gender, gender identity, political affiliation, health status, or physical or mental disability, medical condition (including cancer), pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, and denial of family care leave. Physician or Physician Group will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Physician or Physician Group will ensure the evaluation and treatment of Physician or Physician Group's employees and applicants for employment are free from discrimination and harassment. Physician or Physician Group will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et.seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in CCR, Title 2, Division 4, Chapter 5 are incorporated into this Agreement by reference and made a part hereof as set forth in full. Physician or Physician Group will give notice of his

obligations under this Section to labor organizations with which Physician or Physician Group has a collective bargaining or other agreement.

3.12.2.1 Physician or Physician Group shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC Section 4212). Such notices shall state Physician or Physician Group's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

3.12.2.2 Physician or Physician Group will, in all solicitations or advancements for employees placed by or on behalf of Physician or Physician Group, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

3.12.2.3 Physician or Physician Group will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of Physician or Physician Group's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.12.2.4 Physician or Physician Group will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

3.12.2.5 Physician or Physician Group will comply with and furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3.12.2.6 In the event of Physician or Physician Group's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Agreement may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3.12.2.7 Physician or Physician Group will include the provisions of this Section 3.13 in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor. Physician or Physician Group will take such action with respect to any subcontract as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Physician or Physician Group becomes involved in, or is threatened with litigation by a subcontractor as a result of such direction by DHCS, Physician or Physician Group may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3.14 Quality Improvement and Utilization Management Programs

Physician or Physician Group will participate in and cooperate with PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, including but not limited to activities to improve the quality of care and services and member experience, credentialing and re-credentialing, peer review and any other activities required by PARTNERSHIP, the Governmental Agencies and any other regulatory and accrediting agencies, and will comply with the policies and procedures associated with these Programs. This includes participation in office reviews, chart and access audits and focused reviews. In addition, the Physician or Physician Group will participate in the development of corrective action plans for any areas that fall below PARTNERSHIP standards and ensuring medical records are readily available to PARTNERSHIP staff as requested. Physician or Physician Group will cooperate with collection and evaluation of data for quality performance and agrees that PARTNERSHIP may use performance data for quality improvement activities. Physician or Physician Group shall comply with all final determinations rendered by PARTNERSHIP's QIHEC.

a. Physician or Physician Group recognizes the possibility that PARTNERSHIP through utilization management and quality assurance processes may be required to take action requiring consultation with its Medical Director or with other physicians prior to authorization of services or supplies or to terminate this Agreement.

b. In the interest of program integrity or the welfare of Medi-Cal Members, PARTNERSHIP may introduce additional utilization controls or quality improvement programs as may be necessary.

c. If PARTNERSHIP delegates Quality Improvement Activities, Physician or Physician Group and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Agreement.

SECTION 4
EXCLUSIONS FROM AND LIMITATIONS OF COVERED SERVICES

4.1 Exclusions - Members in need of services, which are not Covered Services, as described in Division 3, Subdivision 1, Chapter 3, Article 4, Title 22, California Code of Regulations, will not be reimbursed by PARTNERSHIP. The Physician or Physician Group will not bill and expect reimbursement by PARTNERSHIP for the following excluded services provided to Medi-Cal Members described below.

4.2 Services Neither Covered nor Compensated - Physician or Physician Group understands that Physician or Physician Group will not be obligated to provide Medi-Cal Members with, and PARTNERSHIP will not be obligated to reimburse Physician or Physician Group for, the following Excluded Services pursuant to this Agreement (services for which PARTNERSHIP does not receive capitation

payment from the DHCS.)

(a) Dental Services except those Covered Services specified in Exhibit A, Attachment III, Provision 4.3.18 (*Dental*) in the Medi-Cal Agreement;

(b) Home and Community Based Services (HCBS) waiver program services.

(c) CCS services.

(d) Specialty Mental Health Services as specified in Exhibit A, Attachment III, Provision 4.3.13 (*Mental Health Services*) in the Medi-Cal Agreement;

(e) Alcohol and Substance Use Disorder treatment services, outpatient heroin and other opioid detoxification, with the except of medications for addiction treatment as specified in Exhibit A, Attachment III, Provision 4.3.14 (*Alcohol and SUD Treatment Services*) in the Medi-Cal Agreement;

(f) Laboratory services provided under the State serum alphafeto protein testing program administered by the Genetic Disease Branch of the DHCS;

(g) Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Provision 5.3.7 (*Services for All Members*) in the Medi-Cal Agreement;

(h) Targeted Case Management Services as specified in Title 22 CCR Sections 51185 and 51351;

(i) Direct Observed Therapy for tuberculosis;

(j) Prayer or spiritual healing as specified in 22 CCR Section 51312;

(k) Educationally Necessary Behavioral Health Services that are covered by a Local Education Agency and provided pursuant to a Member's Individualized Education Plan (IEP) as set forth in Education Code Section 56340. However, PARTNERSHIP is still responsible for all Medically Necessary Behavioral Health Services as specified in Exhibit A, Attachment III, Provision 4.3.17 (*School-Based Services*) in the Medi-Cal Agreement;

(l) Pediatric Day Health Care;

(m) State Supported Services;

(n) Childhood lead poisoning case management services provided by the local health department;

(o) Non-medical services provided by to individuals with developmental disabilities, including but not limited to respite, out-of-home placement, and supportive living;

(p) End of life services as stated in Health and Safety Code Section 443 et seq. and APL 16-006; and

(q) Prescribed and covered outpatient drugs, medical supplies and enteral nutritional produces when appropriately billed by a pharmacy on a pharmacy claim, in accordance with APL 20-020.

(r) Other services as may be determined by the DHCS and PARTNERSHIP, and as noticed to participating Physician or Physician Group. In the event

of such a change, a thirty (30) day notice will be given to Physician or Physician Group.

4.3 Restricted Services / Special Reimbursement

4.3.1 Physician or Physician Group will ensure that services provided Medi-Cal Members will be in conformance with the limitations and procedures listed in PARTNERSHIP's Provider Manual unless Physician or Physician Group is notified of modification to that policy by DHCS or PARTNERSHIP.

a. Prior authorization for restricted and/or limited services will be provided only through the Medical Director of PARTNERSHIP or his/her designee.
b. The Medi-Cal Manual specifies certain restrictions and limitations with respect to abortion and sterilization. These services shall be subject to the limitations specified therein.

4.3.2 PCP referral and/or PARTNERSHIP authorization are not required for reimbursement by PARTNERSHIP to Physician or Physician Group for the following services:

a. The provision and reimbursement of limited services will be in conformance with the policies and procedures of the Medi-Cal Fee-For-Service Program.
b. Family Planning Services are excluded from Primary Care capitated services and may be obtained by patient self-referral in accordance with 42 CFR Section 441.20 by Physician or Physician Group. Family Planning services include birth control supplies, pregnancy testing and counseling, HIV testing and counseling, STD treatment and counseling, follow-up care for complications related to contraceptive methods, sterilization, and termination of pregnancy.

4.3.3 PCP referral is not required for beneficiaries designated as Direct Members.

4.3.4 Genetically Handicapped Persons Program (GHPP) services must be authorized by the GHPP program.

SECTION 5
REIMBURSEMENT, ACCOUNTS, REPORTING AND RECOVERIES FOR SERVICES

5.1 Payments - The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Physician or Physician Group from PARTNERSHIP.

5.2 This is deliberately left blank.

5.3 Claim Submission – Physician or Physician Group will complete and submit timely

and accurate CMS-1500 claim forms or universal claim via electronic transfer claims, or on exception, via hard copy, encounter data and reports according to all regulatory requirements for all Covered Services rendered to Medi-Cal Members including capitated services as described in PARTNERSHIP's Provider Manual.

5.4 Physician or Physican Group will be reimbursed for medical services provided to Medi-Cal Members for those services which have been referred by the Member's PCP, services which have prior authorization from PARTNERSHIP, or services provided to Members, in accordance with PARTNERSHIP's Fee Schedule and upon submission of a complete CMS-1500 claim form along with evidence of prior authorization (if required in accordance with PARTNERSHIP policies and procedures) or submission of complete data through electronic transfer, as described in Section 5.3 of this Agreement. Reimbursement will be made within forty-five (45) Working Days of receipt by PARTNERSHIP of a Clean Claim.

All claims for reimbursement of Covered Services must be submitted to PARTNERSHIP as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of services. Claims received on the 366th day form the date of service will be denied. PARTNERSHIP will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit. For claims or Capitated Covered Services, the CMS-1500 forms or the submission by electronic transfer will be made by Physician or Physician Group the 15th day of the month following the month of service during the term of this Agreement.

5.4.2 A summary report will accompany each check identifying Medi-Cal Members who are eligible to receive of Covered Services, Physician or Physician Group, and the appropriate amount of reimbursed dispersed per Medi-Cal Member.

5.4.3 All Medi-Cal Members will become eligible for Covered Services on the first day of the month for which PARTNERSHIP receives capitation based on the most current enrollment information from the DHCS.

5.5 Effect of Suspension or Exclusion - Physician or Physician Group shall not be eligible for compensation from PARTNERSHIP for services rendered after Physician or Physician Group has been suspended or excluded from the Medi-Cal Program. Physician or Physician Group may not seek any payment from Members for services rendered during the time of the exclusion or suspension from the Medi-Cal Program. In the event Physician's or Physician Group's payment suspension is lifted, PARTNERSHIP will compensate Physician or Physician Group for services rendered during the suspension at that time.

5.6 Entire Payment - The Physician or Physician Group will accept from PARTNERSHIP compensation as payment in full and discharge of PARTNERSHIP's financial liability. Covered Services provided to Medi-Cal Members by Physician or Physician Group will be reimbursed as listed hereunder in those amounts set forth in this Agreement and in accordance with PARTNERSHIP's Provider Manual policies and procedures. Physician or Physician Group will look only to PARTNERSHIP for such compensation. PARTNERSHIP has the sole authority to determine reimbursement policies and

methodology of reimbursement under this Agreement, which includes retroactive or prospective reduction of reimbursement rates if rates from the State to PARTNERSHIP are reduced by DHCS. Payment will be made in one or more or a combination of the following methodologies.

5.6.1 Rate Adjustment - In the event DHCS increases the published Medi-Cal base rate by more than five percent (5%), PARTNERSHIP has the right to adjust its rates based on Medi-Cal rates as set forth in this Agreement. Physician or Physician Group agrees that PARTNERSHIP may reduce its rates according to the actuarial equivalent of the increased base rates. PARTNERSHIP shall provide Physician or Physician Group with written notice of the new rates and the parties shall meet and confer in good faith to reach agreement on such new rates.

5.6.2 Fee-For-Service Payment (FFS) - PARTNERSHIP will reimburse the Physician or Physician Group for the professional component of services provided at the prevailing Medi-Cal fee-for-service rates or as set forth in Attachment C of the Agreement for all properly documented Medi-Cal Covered Services provided to:

a. Medi-Cal Members for Covered Services, which have been properly authorized in accordance with PARTNERSHIP's Provider Manual.
b. Members affiliated with the PCPs and when the service is not a capitated service as listed in Attachment D.
c. Medi-Cal Members for prior authorized Covered Services not listed in Attachment D in accordance with PARTNERSHIP's ProviderManual.
d. CCS Members.
e. CHDP Services – Physician or Physician Group will be compensated by PARTNERSHIP for CHDP services as set forth in this Agreement for certain CHDP services when billed using on a CMS-1500 claim form with industry standard Current Procedure Terminology (CPT-4) procedure codes.
f. Payment for Services Provided to Direct Members–For Direct Members the Physician will be reimbursed the prevailing Medi-Cal fee-for-service rates and/or as set forth in rate in this Agreement.

5.6.3. The Primary Care Provider Quality Improvement Program (PCP QIP) - At the beginning of each calendar year, Physician's or Physician Group's Primary Care Sites are eligible to participate in the Primary Care Provider Quality Improvement Program (PCP QIP) which is designed to encourage and improve quality care. Physician or Physician Group must be contracted with PARTNERSHIP within the first three (3) months of the measurement (calendar) year to be eligible for participation. Eligible providers must be in good standing with PARTNERSHIP continuously from the beginning of each calendar year to the month payment for the prior measurement year is distributed.
PARTNERSHIP's PCP QIP shall include measures prioritizing improvements in the following areas: prevention and screening, chronic disease management, appropriate use of resources, primary care access and operations, and patient experience.
PARTNERSHIP will distribute the PCP QIP measures at least sixty (60) days prior to the beginning of each calendar year.

a. Quality Improvement Program Budgeting and Funding. PARTNERSHIP will determine the maximum per member per month (PMPM) amount to be paid for the PCP QIP during the normal annual Plan budgeting process. The payment methodology is indicated in the PCP QIP specifications, but is subject to adjustment, as noted in the specifications.

b. Reporting by PARTNERSHIP. PARTNERSHIP shall provide Physician or Physician Group access to estimated site level performance on the PCP QIP measures through the Partnership Quality Dashboard.

c. Distribution. Approximately five (5) months following the end of each calendar year, PARTNERSHIP will calculate final scores after corresponding measure data for the measurement year is finalized. Payments are calculated and distributed with a final report containing each measure and earned points for each primary care location.
In addition, the "Unit of Service" measures are also eligible for incentive payments, as detailed in the PCP QIP specifications.

d. Termination during Calendar Year. In the event Physician or Physician Group terminates this Agreement during the calendar year, Physician's or Physician Group's participation in the Quality Improvement Program is forfeited.

5.7 Medi-Cal Member Hold-Harmless – Physician or Physician Group agrees to hold harmless both the State and Members in the event PARTNERSHIP cannot or will not pay for services ordered, referred, rendered or performed by Physician or Physician Group pursuant to this Agreement.

5.7.1 Physician or Physician Group agrees not to balance bill any Medi-Cal Member.

5.7.2 Physician or Physician Group agrees not to bill Members for Covered Services.

5.8 Coordination of Benefits – Prior to delivery Covered Services to Members, Physician or Physician Group shall review the Medi-Cal eligibility record for the presence of other health coverage ("OHC"). If the requested service is covered by OHC, Physician or Physician Group must instruct the Member to seek the service from the OHC carrier. Regardless of the presence of OHC, Physician or Physician Group shall not refuse to render Covered Services to a Member. Physician or Physician Group must report new OHC information not found on the Medi-Cal eligibility record or OHC information that is different from what is on the eligibility record to PARTNERSHIP within ten (10) calendar days of discovery.

5.8.1 Medi-Cal is the payor of last resort recognizing OHC as primary carrier. Physician or Physician Group must bill the primary carrier before billing PARTNERSHIP for reimbursement of Covered Services and, with the exception of authorized share of cost payments, will at no time seek compensation from Medi-Cal Members. The Physician or Physician Group may bill the Member for non-covered services upon Member's written consent for such non-covered services.

Physician or Physician Group has the right to collect all sums as a result of Coordination of Benefits efforts for Covered Services provided to Medi-Cal Members with Other Health Coverage.

5.8.2 The determination of liability will be in accordance with the usual procedures employed by the appropriate Governmental Agencies and Applicable Requirements, the Medi-Cal Manual, and PARTNERSHIP's Provider Manual.

5.8.3 The authority and responsibility for Coordination of Benefits will be carried out in accordance Title 22, CCR, Section 51005, and the Medi-Cal Agreement with PARTNERSHIP.

5.8.4 Physician or Physician Group will report to PARTNERSHIP the discovery of third party insurance coverage for a Medi-Cal Member within ten (10) days of discovery.

5.8.5 Physician or Physician Group will recover directly from Medicare for reimbursement of medical services rendered. Medicare recoveries are retained by Physician or Physician Group, but will be reported to PARTNERSHIP on the CMS-1500 encounter claim form or electronic transfer tape.

5.9 Third Party Liability - In the event that Physician or Physician Gorup provides services to Medi-Cal Members for injuries or other conditions resulting from the acts of third parties, the State of California will have the right to recover from any settlement, award or recovery from any responsible third party the value of all Covered Services which have been rendered by Physician or Physician Group pursuant to the terms of this Agreement. Physician or Physician's Group will report to PARTNERSHIP the discovery of third party tort action for a Medi-Cal Member within ten (10) business days of discovery.

5.9.1 Physician or Physician Group will cooperate with the DHCS and PARTNERSHIP in their efforts to obtain information and collect sums due to the State of California as result of third party liability tort, including Workers' Compensation claims for Covered Services.

5.10 Subcontracts

5.10.1 All subcontracts between Physician or Physician Group and Physician or Physician Group's subcontractors will be in writing, and will be entered into in accordance with the requirements of Exhibit A, Attachment III, Provisions 3.1.1 and 3.1.6 set forth in the Medi-Cal Agreement, and all Applicable Requirements, including but not limited to, Health and Safety Code Section 1340 et seq.; Title 10 CCR Section 1300 et seq.; W&I Code Section 14200 et seq.; Title 22 CCR Section 53000 et seq.

5.10.2 As applicable, Physician or Physician Group shall ensure that all subcontractors will be credentialed and recredentialed in accordance with

PARTNERSHIP's policies and procedures, including checking for subcontractor's status with the Medi-Cal and Medicare programs to ensure subcontractor is not excluded or suspended from such programs.

5.10.3 All subcontracts and their amendments will become effective only upon written approval by PARTNERSHIP and Governmental Agencies, as required, and will fully disclose the method and amount of compensation or other consideration to be received by the subcontractor from Physician. Physician or Physician Group will notify Governmental Agencies, as required, and PARTNERSHIP when any subcontract is amended or terminates. Physician or Physician Group will maintain and make available to PARTNERSHIP and Governmental Agencies, upon request, copies of all subcontracts related to ordering, referring, rendering, or providing Covered Services between Physician or Physician Group and subcontractor(s).

5.10.4 All agreements between Physician or Physician Group and any subcontractor will require subcontractor to comply with the following:

a. Records and Records Inspection - Subcontractor agrees that it will 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: (i) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, evaluation, examination, or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in Medi-Cal Agreement, Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilites)* as follows by PARTNERSHIP, DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, Bureau of Medi-Cal Fraud, DHCS's EQRO contractor, and DMHC, or their designees; (ii) Retain all records and documents for a minimum of ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later.

b. Surcharges – Subcontractor will not collect a Surcharge for Covered Services from a Medi-Cal Member or other person acting on their behalf. If a Surcharge erroneously occurs, subcontractor will refund the amount of such Surcharge to the Medi-Cal Member within fifteen (15) days of the occurrence and will notify PARTNERSHIP of the action taken. Upon notice of any Surcharge, PARTNERSHIP will take appropriate action consistent with the terms of this Agreement to eliminate such Surcharge, including, without limitation, repaying the Medi-Cal Member and deducting the amount of the Surcharge and the expense incurred by PARTNERSHIP in correcting the payment from the next payment due to Physician or Physician Group.

c. Notification - Notify DHCS and PARTNERSHIP in the event the agreement with subcontractor is amended or terminated. Notice will be given in the manner specified in Section 10.4 Notices.

d. Assignment - Agree that assignment or delegation of the subcontract will be void unless prior written approval is obtained from DHCS and PARTNERSHIP.

e. Transfer of Care - Physician or Physician Group agrees to assist PARTNERSHIP in the transfer of care in the event of a subcontract termination for any reason.

5.10.5 Additional Requirements - Be bound by the provisions of Section 3.13, Non-Discrimination; Section 9.7, Survival of Obligations After Termination; Section 7.5, Physician Indemnification and Hold Harmless; and any other provisions of this Agreement that are applicable to subcontractors.

5.11 Overpayments or Recoupment - Physician or Physician Group shall report to PARTNERSHIP when Physician or Physician Group has received an overpayment. Parties agree that there shall be a limit on recoupment of all overpayments by PARTNERSHIP and underpayments or denials to Physician or Physician Group of twelve (12) months from the date payment or denial was made to Physician or Physciain Group. Further, the parties agree that no time limit will apply to any overpayment caused by Fraud, Waste, Abuseor misrepresentation on the part of Physician or Physician Group. Pursuant to 42 CFR § 438.608(d), PARTNERSHIP is required to annually report Physician or Physician Group overpayments to DHCS. Overpayment is any payment made to Physician or Physician Group by PARTNERSHIP to which Physician or Physician Group is not entitiled under Title XIX of the Social Security Act.

5.11.1 If Physician or Physician Group identifies the overpayment, Physician or Physician Group will return the overpayment to PARTNERSHIP within sixty (60) calendar days of the date on which the overpayment was identified, and notify PARTNERSHIP in writing of the reason for overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of Overpayment Recoveries*) of the Medi-Cal Agreement and 42 CFR 438.608(d)(2).

5.11.2 If PARTNERSHIP identifies the overpayment, Physician or Physician Group will reimburse PARTNERSHIP within thirty (30) Working Days of receipt of a timely written or electronic notice from PARTNERSHIP of an overpayment, unless Physician or Physician Group contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment.

5.11.3 If payment of uncontested recoupment is not received by PARTNERSHIP within the timeframes listed above, PARTNERSHIP

reserves the right to recoupment or offset from current or future amounts due from PARTNERSHIP to Physician or Physician Group.

5.11.4 This right to recoupment or offset shall extend to any amounts due from Physician or Physician Group to PARTNERSHIP including, but not limited to, amounts due because of:

(i) Payments made under this Agreement that subsequently determined to have been paid at a rate that exceeds the payment required under this Agreement.
(ii) Payments made for services provided to a Member that is subsequently determined to have not been eligible on the date of service.
(iii) Unpaid Conlan reimbursement owed by Physician or Physician Group to Member. Refers to *Conlan v. Shewry, 2006.*

SECTION 6
MEDICAL RECORDS

6.1 Medical Record – Physician or Physician Group shall ensure that a medical record will be established and maintained for each Medi-Cal Member who has received Covered Services. Each Medi-Cal Member's medical record will be established upon the first visit to Physician or Physician Group. The record will contain information normally included in accordance with generally accepted practices and standards prevailing in the professional community.

6.1.1 Physician or Physician Group will facilitate the sharing of medical information with other providers in cases of referrals, subject to all applicable laws and professional standards regarding the confidentiality of medical records.

6.1.2 Physician or Physician Group will ensure records are available to authorized PARTNERSHIP personnel in order for PARTNERSHIP to conduct its Quality Improvement and Utilization Management Programs to the extent permitted by law.

6.1.3 Physician or Physician Group will ensure that medical records are legible.

6.1.4 If Physician or Physician Group supplies Sensitive Services, including Family Planning Services, Physician or Physician Group shall comply with State confidentiality laws, regulations and other requirements as well as PARTNERSHIP's Provider Manual relating to Members' Sensitive Services information and records. Information and records pertaining to Sensitive Services shall not be released by Physician or Physician Group to any third party without the consent of the Member, unless otherwise allowed by law. Notwithstanding the foregoing, PCP shall provide Sensitive Services information to PARTNERSHIP, or authorized

representative of the State or federal government to maintain consistency of the Member's Medical Record, to the extent required by law.

6.2 Records and Records Inspection Rights

6.2.1 Access to Records – Physician or Physician Group agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the Covered Services ordered, referred, or rendered under the terms of this 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 the Medi-Cal Agreement in Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilities)* as follows:

a. Inspection and Audit Rights: (i) By PARTNERSHIP, DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Bureau of Medi-Cal Fraud, DMHC, Governmental Agencies, or their designees, including DHCS' EQRO; (ii) At all reasonable times at Physician or Physician Group's place of business or at such other mutually agreeable location in California; (iii) In a form maintained in accordance with the general standards applicable to such book or record keeping; (iv) For a term of at least ten (10) years from final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later; (v) Including all Encounter Data in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later; (vi) 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 Physician or Physician Group at any time; and (vii) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Physician or Physician Group from participation in the Medi-Cal program; seek recovery of payments made to Physician or Physician Group; impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud.

b. PARTNERSHIP will pay for the cost of copying records, $0.10 per page, not to exceed $20.00 per record.

c. Physician or Physician Group shall permit PARTNERSHIP, Governmental Agencies and any other regulatory and accrediting agencies, with or without notice, during normal business hours, to interview employees, to inspect, audit, monitor, evaluate and review Physician or Physician Group's work performed or being performed hereunder, Physician or Physician Group's locations(s) (including

security areas), information systems, software and documentation and to inspect, evaluate, audit and copy records and any other books, accounts and materials relevant to the provisions of services under this Agreement.

d. Physician or Physician Group shall provide reasonable cooperation and assistance to Governmental Agency auditing representatives.

6.2.2 Maintenance of Records – Physician or Physician Group will maintain records within the State, unless otherwise approved by PARTNERSHIP and required Governmental Agency in advance, in accordance with the general standards applicable to such book and record keeping and in accordance with applicable law, and PARTNERSHIP.

a. Records will include all books, charts, documents, papers, management information systems, procedures, encounter data, working papers, reports submitted to PARTNERSHIP, financial and administrative records, all medical records, medical charts, laboratory results, prescription files, subcontracts, authorizations, and other documentation pertaining to medical and non-medical services rendered to Medi-Cal Members, to the cost thereof, and to the manner and amount of payments, including payments received from Members or others on their behalf. Records include notes, documents, reports and other information related to provider disputes and determinations. Records also include all Medi-Cal 35-file paid claims data and any other records that are customarily maintained by Physician or Physician Group for purposes of verifying claims information and reviewing appropriate utilization of Covered Services, including but not limited to the quantity and quality of Covered Services.

b. Physician or Physician Group will retain all records for a period of at least ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later.

c. If there is any litigation, claim, negotiation, audit, review, examination, evaluation, or other action pending at the end of such period, then Physician or Physician Group shall retain said records until such action is completed.

d. Physician or Physician Group's obligations set forth in this Section will survive the termination of this Agreement, whether by rescission or otherwise.

e. Physician or Physician Group will not charge the Medi-Cal Member for the copying and forwarding of their medical records to another provider.

6.3 Disclosure to Government Officials – Physician or Physician Group shall comply

with all provisions of law regarding access to books, documents and records. Without limiting the foregoing, Physician or Physician Group shall maintain, provide access to, and provide copies of records, this Agreement and other information to the Director of DMHC, DHCS, External Quality Review Organizations, the State Bureau of Medi-Cal Fraud, the State Managed Risk Medical Insurance Board, the Bureau of State Audits, the State Auditor, the Joint Legislative Audit Committee, the California Department of General Services, the California Department of Industrial Relations, certified Health Plan Employer Data Information Set ("HEDIS") auditors from the National Committee on Quality Assurance, the California Cooperative Healthcare Reporting Initiative, the U.S. Department of Justice, the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, the Centers for Medicare and Medicaid Services, Peer Review Organizations, their designees, representatives, auditors, vendors, consultants, subcontractors, and specialists and such other officials entitled by law or under the Medi-Cal Agreements (collectively, "Government Officials") as may be necessary for compliance by PARTNERSHIP with the provisions of all state and federal laws and contractual requirements governing PARTNERSHIP, including, but not limited to, the Social Security Act and the regulations promulgated thereunder, Knox-Keene Health Care Services Plan Act of 1975 and the regulations promulgated thereunder, and the requirements of Medicare and Medi-Cal programs. Such information shall be available for inspection, examination and copying at all reasonable times at Physician or Physician Group's place of business or at some other mutually agreeable location in California. Copies of such information shall be provided to Government Officials promptly upon request. The disclosure requirement includes, but is not limited to, the provision of information upon request by DHCS, subject to any lawful privileges, relating to threatened or pending litigation by or against DHCS. Physician or Physician Group shall use all reasonable efforts to immediately notify DHCS of any subpoenas, document production requests, or requests for records received by Physician or Physician Group related to this Agreement.

6.4 Records Related to Recovery for Litigation. Upon request by PARTNERSHIP, Physician or Physician Group shall timely gather, preserve and provide to PARTNERSHIP, in the form and manner specified by PARTNERSHIP or any Governmental Agency, any information specified by PARTNERSHIP, subject to any lawful privileges, in Physician or Physican Group's possession, relating to threatened or pending litigation by or against PARTNERSHIP or DHCS. If Physician or Physician Group asserts that any requested documents are covered by a privilege, Physician or Physician Group shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against PARTNERSHIP or DHCS. PARTNERSHIP acknowledges that time may be of the essence in responding to such request. Physician or Physican Group shall use all reasonable efforts to immediately notify PARTNERSHIP of any subpoenas, document production requests, or requests for records, received by Physician or Physician Group related to this Agreement.

6.5 Patient Confidentiality

a. Notwithstanding any other provision of the Agreement, names of persons receiving public social services are confidential information and are to be protected from unauthorized disclosure in accordance with Applicable Requirements, including, but not limited to, Title 42, CFR, Section 431.300 et. seq., W&I Code Section 14100.2, and regulations adopted thereunder.

b. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of the Agreement and pertaining to Members will be protected by Physician or Physician Group and his/her staff.

c. Physician or Physician Group may release medical records in accordance with Applicable Requirements pertaining to the release of this type of information.

d. With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Physician or Physician Group, Physician or Physician Group: (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement, (2) will promptly transmit to PARTNERSHIP all requests for disclosure of such information, except medical records in accordance with Applicable Requirements, (3) will not disclose except as otherwise specifically permitted by the Medi-Cal Agreement, any such information to any party other than DHCS without DHCS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, (4) will, at the expiration or termination of the Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures sent PARTNERSHIP by DHCS for this purpose. Physician or Physician Group shall provide a signed Declaration of Confidentiality in the format set forth in the Provider Manual, prior to the Effective Date of this Agreement.

e. Physician or Physician Group and any subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, private information, and any other confidential information to any unauthorized persons or entities.

f. With respect to Minor Consent Services, Physician or Physician Group are prohibited from disclosing any information relating to such services without the express consent of the minor Member.

g. Notwithstanding any other provision of the Agreement, Physician or Physician Group will comply with all confidentiality requirements relating to the receipt of Sensitive Services, including, but not limited, those set forth in the California Confidentiality of Medical Information Act.

SECTION 7
INSURANCE AND INDEMNIFICATION

7.1 Insurance - Throughout the term of this Agreement and any extension thereto, Physician or Physician Group will maintain appropriate insurance programs or policies as follows:

7.1.1 Each participating Physician or Physician Group covered by this Agreement will secure and maintain, at its sole expense, liability insurance of at least One Million Dollars ($1,000,000) per person per occurrence, and Three Million Dollars ($3,000,000) in aggregate, including "tail coverage" in the same amount whenever claims made malpractice coverage is involved. Notification of PARTNERSHIP by Physician or Physician Group of cancellation or material modification of the insurance coverage or the risk protection program will be made to PARTNERSHIP at least thirty (30) days prior to any cancellation. Documents evidencing professional liability insurance or other risk protection required under this Subsection will be provided to PARTNERSHIP upon execution of this Agreement.

7.2 General Liability Insurance - In addition to Subsection 7.1 above, Physician or Physician Group will also maintain, at its sole expense, a policy or program of comprehensive liability insurance (or other risk protection) with minimum coverage including and no less than Three Hundred Thousand Dollars ($300,000) per person for Physician or Physician Group's property, together with a combined Single Limit Body Injury and Property Damage Insurance of not less than Three Hundred Thousand Dollars ($300,000). Documents evidencing such coverage will be provided to PARTNERSHIP upon request. Physician or Physician Group will arrange with the insurance carrier to have automatic notification of insurance coverage termination or modification given to PARTNERSHIP.

7.3 Workers' Compensation - Physician or Physician Group's employees will be covered by Workers' Compensation Insurance in an amount and form meeting all requirements of applicable provisions of the California Labor Code.

7.4 PARTNERSHIP Insurance - PARTNERSHIP, at its sole cost and expense, will procure and maintain a professional liability policy to insure PARTNERSHIP and its agents and employees, acting within the scope of their duties, in connection with the performance of PARTNERSHIP's responsibilities under this Agreement.

7.5 Physician Indemnification - Physician or Physician Group will indemnify, defend, and hold harmless Medi-Cal Members, the State of California, PARTNERSHIP, and their respective officers, agents, and employees from the following.

a. Provider Claims - Any and all claims and losses accruing or resulting to Physician or Physician Group or any of its subcontractors or any person, firm, corporation or other entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.
b. Third Party Claims - Any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by Physician or Physician Group, its agents, employees and subcontractors, in the performance of this Agreement.

c. Sanctions – Any and all sanctions or administrative penalties imposed upon PARTNERSHIP by a Governmental Agency as a result of Physician or Physician Group's non-compliance with the terms and conditions of this Agreement.

7.6 PARTNERSHIP Indemnification - PARTNERSHIP will indemnify, defend, and hold harmless Physician or Physician Group, and its agents, and employees from any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by PARTNERSHIP, its officers, agents or employees, in the performance of this Agreement.

SECTION 8
GRIEVANCES AND APPEALS

8.1 Appeals and Grievances

8.1.1 The parties acknowledge and agree that Physician or Physician Group has the right to submit an appeal or a grievance. Physician or Physician Group and PARTNERSHIP agree to and will be bound by the decisions of PARTNERSHIP appeal and grievance mechanisms.

8.1.2 Physician or Physician Group may file a formal provider grievance as outlined in PARTNERSHIP's Provider Manual.

a) A formal provider grievance may be filed in writing through United States postal service or in-person at any of PARTNERSHIP's offices within 365 days of the occurrence of the determination or action or inaction that is subject of the grievance. PARTNERSHIP has forty-five (45) Working Days from the date the grievance is received to resolve the grievance. If the resolution is not satisfactory to Physician or Physician Group, Physician or Physician Group may request a Provider Grievance Review Committee (PGRC) meeting. Physician or Physician Group will be advised of decision within ten (10) Working Days after the meeting is held.

8.1.3 Physician or Physician Group will cooperate with PARTNERSHIP in identifying, processing and resolving all Medi-Cal Member complaints and grievances in accordance with the PARTNERSHIP grievance procedure set forth in PARTNERSHIP's Provider Manual. A description of PARTNERSHIP's Member grievance procedure shall be readily available at Physician or Physician Group's facilities and Physician or Physician Group shall promptly provide Members with grievance forms upon request. Physician or Physician Group shall cooperate with PARTNERSHIP in responding to Member grievances and requests for independent medical reviews.

8.2 Dispute Resolution and Arbitration – All outstanding disputes, including disputes unable to be resolved through the Provider Grievance Review Committee, shall be resolved through binding arbitration in accordance with the dispute resolution process outlined below.

8.3.1 Physician or Physician Group may only initiate arbitration proceedings involving UM decisions or claim denials based on lack of Medical Necessity, after the formal grievance process outlined in 8.1.1. and 8.1.2 has been completed, including review of the dispute by the Provider Grievance Review Committee.

8.3.2 Separate and apart from the provider dispute resolution process outlined in this Section, all disputes are subject to the provisions of the California Government Claims Act (Government Code Section 905 et seq.). Arbitration must be initiated within one (1) year of the earlier of the date the dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, it shall be deemed waived and forever barred.

8.3.3 Meet and Confer – The parties agree to meet and confer within thirty (30) days of a written request by either party in an effort to resolve any dispute between them. At each meet and confer meeting, each party shall be represented by persons at the Director level or higher who are authorized to enter into agreements resolving the dispute. Meet and confer discussions and all documents prepared for those discussions such as agendas, spreadsheets, chronologies and the like shall not be subject to discovery, offered as evidence or admitted in evidence in any proceeding. The parties intend their meet and confer be protected to at least the same degree as they would be if they were conducted through a mediator.

8.3.4 If the parties cannot settle the disputes between them, after completing the Meet and Confer process, the dispute shall be submitted, upon the motion of either party, to arbitration under the appropriate rules of the American Arbitration Association (AAA). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and the legal reasons on which the decision is based. If possible, the arbitrator shall be an attorney or retired judge with at least fifteen (15) years of experience, including at least five (5) years of experience in managed health care. The parties agree that all arbitration proceeding will take place in Sacramento County, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his/her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including but not limited to, preliminary and

permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s) shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

8.3.3 Administration and Arbitration Fees - In all cases submitted to AAA, the parties agree to share equally the AAA administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees will be advanced by the initiating party subject to final apportionment by the arbitrator in the award.

8.3.4 Enforcement of Award - The parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing may be recovered by the party, which initiates such action to have an award enforced.

8.3.5 Impartial Dispute Settlement - Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, joint request for such services may be made to the AAA, or the parties may initiate such other procedures as they may mutually agree upon at such time.

8.3.6 Initiation of Procedure - Nothing contained herein is intended to create, nor will it be construed to create, any right of any Medi-Cal Member to independently initiate the arbitration procedure established in this Article. Further, nothing contained herein is intended to require arbitration of disputes regarding professional negligence between the Member and Physician or Physician Group.

8.3.7 Administrative Disputes - Notwithstanding anything to the contrary in this Agreement, any and all administrative disputes which are directly or indirectly related to an allegation of Physician malpractice may be excluded from the requirements of this Section 8.3.

8.4 Peer Review and Fair Hearing Process - A Provider determined to constitute a threat to the health, safety or welfare of Medi-Cal Members will be referred to PARTNERSHIP's Peer Review Committee. The Provider will be notified in writing of the Peer Review Committee's recommendation and advised of their rights to the Fair Hearing process. The Peer Review Committee can recommend to suspend, restrict, or terminate the provider affiliation, or to institute a monitoring procedure, or to implement continuing educational requirements.

8.5 Credentialing – Unless delegated to Physician or Physician Group, PARTNERSHIP's Credentialing Committee will review all provider files to determine whether a provider meets the PARTNERSHIP credentialing or re-

credentialing requirements. The Physician or Physician Group will be afforded an opportunity to address this committee if there is an adverse recommendation by the committee regarding provider's credentials. The Physician or Physician Group will be advised in writing of the Credentialing Committee's recommendation and notified of their rights to the Fair Hearing process. The Credentialing Committee can recommend denial of a provider's initial application or can deny the re-credentialing of a current provider.

SECTION 9
TERM, TERMINATION, AND AMENDMENT

The parties acknowledge and agree the term of the Agreement, including the beginning, and end dates as well as methods of extension, renegotiation, phaseout and termination are included in this Agreement.

9.1 Initial Term and Renewal - This Agreement will be effective as of the date indicated and will automatically renew at the end of one (1) year and annually thereafter unless terminated sooner as set forth below. Further, this Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt.

9.2 Termination Without Cause - Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement without cause.

9.3 Immediate Termination for Cause by PARTNERSHIP - PARTNERSHIP may terminate this Agreement immediately by written notice to Physician or Physician Group upon the occurrence of any of the following events:

9.3.1 The suspension or revocation of Physician's license to practice medicine in the State of California; the suspension or termination of Physician's membership on the active medical staff of any hospital; or the suspension, revocation or reduction in Physician's clinical privileges at any hospital; or suspension from the Medicare, Medi-Cal, or the Medicaid program in any state; or if Physician's name is found on the following Medi-Cal Suspended and Ineligible Provider list posted at http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp or on the Restricted Provider Database; or loss of malpractice insurance; or failure to meet PARTNERSHIP's re-credentialing criteria; or

9.3.2 Physician's death or disability. As used in this Subsection, the term "disability" means any condition which renders Physician unable to carry out his/her responsibilities under this Agreement for more than forty-five (45) Working Days (whether or not consecutive) within any twelve (12) month period; or

9.3.3 If PARTNERSHIP determines, pursuant to procedures and standards

adopted in its Utilization Management or Quality Improvement Programs, that Physician or Physician Group provided or arranged for the provision of services to Medi-Cal Members which are not Medically Necessary or provided or failed to provide Covered Services in a manner which violates the provisions of this Agreement or the requirements of PARTNERSHIP's Provider Manual; or

9.3.4 If PARTNERSHIP or DHCS determines that the continuation hereof constitutes a threat to the health, safety or welfare of any Medi-Cal Member; or

9.3.5 If PARTNERSHIP or DHCS determines that Physician or Physician Group has committed Fraud, Waste or Abuse; or

9.3.6 If PARTNERSHIP determines that Physician or Physician Group has filed a petition for bankruptcy or reorganization, insolvency, as defined by law, or PARTNERSHIP determines that Physician or Physician Group is unable to meet financial obligations as described in this Agreement; or Physician or Physician Group closes his/her office and no longer provides medically necessary services; or

9.3.7 If PARTNERSHIP or Governmental Agency determines that Physician or Physician Group has not performed satisfactorily; or

9.3.8 If Physician or Physician Group breaches Section 10.10, Marketing Activity and Patient Solicitation.

9.3.9 An immediate termination for cause made by PARTNERSHIP pursuant to this will not be subject to the cure provisions specified in Section 9.4 Termination for Cause with Cure Period.

9.4 Termination for Cause With Cure Period - In the event of a material breach by either party other than those material breaches set forth in Section 9.3, Immediate Termination for Cause by PARTNERSHIP above, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party setting forth the reasons for such termination; provided, however, that if the breaching party cures such breach within thirty (30) days of the notification, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

9.5 Continuation of Services Following Termination - Should this Agreement be terminated, Physician or Physician Group will, at PARTNERSHIP's option, continue to provide Physician or Physician Group Covered Services to Medi-Cal Members who are under the care of Physician at the time of termination until the services being rendered to the Medi-Cal Members by Physician or Physician Group are completed, unless PARTNERSHIP has made appropriate provisions for the assumption of such services by another physician and/or provider. Physician or Physician Group agrees to accept payment at the contract rate in place at the time of termination and agrees to adhere to PARTNERSHIP policies and procedures.

Alternatively, PARTNERSHIP at its sole discretion may decide that Physician or Physician Group shall be reimbursed at 100% Medi-Cal FFS rates in effect on the date of termination which shall apply for up to six months following termination of the Agreement.

9.5.1 Continuation of Services criteria:

(a) An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

(b) A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure, worsens over an extended period, or requires ongoing treatment to maintain remission or prevent deterioration.

(c) A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Post-partum period begins immediately after childbirth and extends for approximately six (6) weeks.

(d) A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less.

(e) The care of a newborn child between birth and age 36 months.

(f) Performance of a surgery or other procedure that is authorized by the plan as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

9.6 Physician or Physician Group agrees to assist PARTNERSHIP in the transfer of care for Medi-Cal Members, pursuant to applicable provisions of the Medi-Cal Agreement in the event of termination of this Agreement or in the event of the Medi-Cal Agreement termination, including but not limited to the transfer of Member medical records. Payment by PARTNERSHIP for the continuation of services by Physician or Physician Group after the effective date of termination will be subject to the terms and conditions set forth in this Agreement including, without limitation, the compensation provisions herein.

9.7 Medi-Cal Member Notification Upon Termination - Notwithstanding Section 9.3, Immediate Termination for Cause by PARTNERSHIP, upon the receipt of notice of termination by either PARTNERSHIP or Physician or Physician Group, and in order to ensure the continuity and appropriateness of medical care to Medi-Cal Members, PARTNERSHIP at its option, may immediately inform Medi-Cal Members of such termination notice. In the case of a Block Transfer, all necessary

notifications shall be provided in accordance with Health and Safety Code Section 1373.65 and 28 C.C.R. § 1300.67.1.3, and Physician or Physician Group shall cooperate and work with PARTNERSHIP to comply with all applicable Block Transfer requirements.

9.8 Survival of Obligations After Termination -Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. The following obligations of Physician or Physician Group will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal Member: 1) Section 9.5, Continuation of Services Following Termination; 2) Section 5.11.3a, Records and Records Inspection; 5.12 Overpayments or Recoupments; and, 3) Section 7.5, Physician or Physician Group indemnification and 4) 5.4 Medi-Cal Member Billing. Such obligations and the provisions of this Section will supersede any oral or written agreement to the contrary now existing or hereafter entered into between Physician or Physician Group and any Medi-Cal Member or any persons acting on their behalf. Any modification, addition, or deletion to the provisions referenced above or to this Section will become effective on a date no earlier than thirty (30) days after the DHCS has received written notice of such proposed changes. Physician or Physician Group will assist PARTNERSHIP in the orderly transfer of Medi-Cal Members to Physician or Physician Group they choose or to whom they are referred. Furthermore, Physician or Physician Group shall assist PARTNERSHIP in the transfer of care as set forth in the Provider Manual, in accordance with the Phase-out Requirements set forth in the Medi-Cal Agreement.

9.9 Access to Medical Records upon Termination - Upon termination of this Agreement and request by PARTNERSHIP, Physician or Physician Group will allow the copying and transfer of medical records of each Medi-Cal Member to the physician assuming the Medi-Cal Member's care at termination. Such copying of records will be at PARTNERSHIP's expense if termination was not for cause. PARTNERSHIP will continue to have access to records in accordance with the terms hereof.

9.10 Termination or Expiration of PARTNERSHIP's Medi-Cal Agreement - In the event the Medi-Cal Agreement terminates or expires, prior to such termination or expiration, Physician or Physician Group will allow DHCS and PARTNERSHIP to copy medical records of all Medi-Cal Members, at DHCS' expense, in order to facilitate the transition of such Medi-Cal Members to another health care system. Prior to the termination or expiration of the Medi-Cal Agreement, upon request by DHCS, Physician or Physician Group will assist DHCS in the orderly transfer of Medi-Cal Member's medical care by making available to DHCS copies of medical records, patient files, and any other pertinent information, including information maintained by any of Physician or Physician Group's subcontractors, necessary for efficient case management of Medi-Cal Members, as determined by DHCS. Costs of reproduction of all such medical records will be borne by DHCS. In no circumstances will a Medi-Cal Member be billed for this service.

9.11 Amendment – This Agreement may be amended at any time upon written agreement of both parties subject to review and approval by DHCS and other Governmental Agency, if required, and shall become effective only as set forth in Exhibit A, Attachment III, Provision 3.1.2 of the Medi-Cal Agreement.

9.11.1 PARTNERSHIP shall provide at least ninety (90) business days' notice of its intent to change a material term of this Agreement or a manual, policy, or procedure referenced in this Agreement, unless a change in state or federal law or regulations or any accreditation requirements of a private sector accreditation organization requires a shorter time frame for compliance, and Physician or Physician Group shall have the right to negotiate and agree to the change.

9.11.2 If Physician or Physician Group does not give written notice of its intent to negotiate and agree to the change within thirty (30) days or written notice of its intent to terminate, as authorized by Section 9, Physician or Physician Group agrees that any such amendment by PARTNERSHIP will be a part of the Agreement. If Physician or Physician Group does not agree to the amendment, Physician or Physician Group may terminate this Agreement in accordance with Section 9.2.

9.11.3 Amendments to this Agreement will be submitted to DHCS for prior approval at least thirty (30) calendar days before the effective date of any proposed changes governing compensation, service or term, as set forth in the Medi-Cal Agreement. Proposed changes that are neither approved nor disapproved by DHCS shall be come effective by operation of law sixty (60) calendar days after DHCS has acknowledged receipt or upon the date specified in the Agreement amendment, whichever is later.

9.11.4 In the event a change in law, regulation, the Medi-Cal Agreement, or any accreditation requirement from an accreditation organization, requires an amendment to this Agreement, the 90-day notice period set forth above does not apply. Physician's or Physician's Group's refusal to accept such amendment will constitute reasonable cause for PARTNERSHIP to terminate this Agreement pursuant to the termination provisions hereof.

SECTION 10
GENERAL PROVISIONS

10.1 Assignment - Physician or Pysician Group agrees that assignment or delegation of this Agreement will be void unless prior written approval is obtained from DHCS.

10.2 PARTNERSHIP Delegates Credentialing to Physician or Physician Group. Physician or Physician Group will perform delegation functions as set forth the Credentialing Delegation Agreement (if applicable).

10.3 Severability - If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated as a result of such decision.

10.4 Notices - Any notice required or permitted to be given pursuant to this Agreement will be in writing addressed to each party as set forth below. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached. Either party will have the right to change the place to which notice is to be sent by giving forty-eight (48) hours written notice to the other of any change of address.

10.4.1 Physician or Physician Group will notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached. A copy of the written notice will also be mailed as first-class registered mail to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS. 4407, P.O. Box 997413
Sacramento, CA 95899-74133
Attention: Contracting Officer

10.4.2 Physician or Physician Group will notify PARTNERSHIP as required by the terms of this Agreement, including, but not limited to, in the event of an amendment or the termination of the Agreement, at the following address:

Partnership HealthPlan of California
Provider Relations Department
4665 Business Center Drive
Fairfield, CA 94534

10.4.3 PARTNERSHIP will notify Physician or Physician Group as required by the terms of this Agreement, including, but not limited to, in the event of an amendment or the termination of the Agreement, to the address indicated on the signature page of this Agreement.

10.5 Entire Agreement - This Agreement, together with the Attachments and PARTNERSHIP's Provider Manual, contains the entire agreement between PARTNERSHIP and Physician or Physician Group relating to the rights granted and the obligations assumed by this Agreement. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

10.6 Headings - The headings of articles and paragraphs contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10.7 Governing Law - This Agreement will be governed by and construed in accordance with all Applicable Requirements regulations governing the Medi-Cal Agreement. Such laws and regulations include, but are not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the Medi-Cal Agreement); 28 CCR Section 1300.43 *et seq*.; W&I Code Sections 14000 and 14200 *et seq*.; and 22 CCR Sections 53800 and 53900 *et seq*. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California and the United States of America, and the contractual obligations of PARTNERSHIP. Further, this Agreement is subject to the requirements of the Social Security Act and the regulations promulgated thereunder.

10.8 Affirmative Statement, Treatment Alternatives - Physician or Physician Group may freely communicate with patients regarding appropriate treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

10.9 Reporting Fraud, Waste and Abuse - Physician or Physician Group is responsible for reporting all cases of suspected Fraud, Waste and Abuse, as defined in 42 CFR Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members, by PARTNERSHIP contracted physicians, or Physician or Physician Group within ten (10) days to PARTNERSHIP for investigation. Physician or Physician Group shall allow PARTNERSHIP to share such information with DHCS in accordance with the provisions of the PARTNERSHIP Provider Manual and Exhibit A, Attachment III, Provision 1.3.2, Subsection D (*Contractor's Reporting Obligations*) and Provision 1.3.2, Subsection D.6) (*Confidentiality*) of the Medi-Cal Agreement.

10.10 Marketing Activity and Patient Solicitation - Physician or Physician Group will not engage in any activities involving the direct marketing of Eligible Beneficiaries without the prior approval of PARTNERSHIP and DHCS.

10.10.1 Physician or Physician Group will not engage in direct solicitation of Eligible Beneficiaries for enrollment, including but not limited to door-to-door marketing activities, mailers and telephone contacts.

10.10.2 During the period of this Agreement and for a one year period after termination of this Agreement, Physician or Physician Group and Physician or Physican Group's employees, agents or subcontractors will not solicit or attempt to persuade any Medi-Cal Member not to participate in the Medi-Cal Managed Care Program or any other benefit program for which Physician or Physician Group render contracted services to PARTNERSHIP Members.

10.10.3 In the event of breach of this Section 10.10, in addition to any other legal rights to which it may be entitled, PARTNERSHIP may at its sole discretion, immediately terminate this Agreement. This termination will not be subject to Section 9.4, Termination for Cause with Cure Period.

10.11 Nondisclosure and Confidentiality - Physician or Physician Group will not disclose the payment provisions of this Agreement except as may be required by law.

10.12 Non-Exclusive Agreement - To the extent compatible with the provision of Covered Services to Medi-Cal Members for which Physician or Physican Group accepts responsibility hereunder, Physician or Physician Group reserves the right to provide professional services to persons who are not Members including Eligible Beneficiaries. Nothing contained herein will prevent Physician or Physician Group from participating in any other prepaid health care program.

10.13 Counterparts - This Agreement may be executed in two (2) or more counterparts, each one (1) of which will be deemed an original, but all of which will constitute one (1) and the same instrument.

10.14 HIPAA & Protected Health Information - Physician or Physician Group is required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any regulations promulgated thereunder, and the California Medical Information Act ("CMIA"), regarding the receipt, use and disclosure of Protected Health Information and Medical Information, and other obligations imposed by Governmental Agencies, state laws applicable to the confidentiality of patients and medical information.

10.15 Compliance with Laws - Physician or Physician Group shall comply with all laws and regulations applicable to its operations to the provision of services hereunder. PARTNERSHIP will inform Physician or Physician Group of prospective requirements added by State or federal law or DHCS that impact obligations undertaken through the Agreement before the requirement would be effective, and, Physician or Physician Group agrees to comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS or required by law.

10.16 Compliance with Agreement – If PARTNERSHIP determines that Physician or Physician Group is in breach for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to Physician or Physician Group and in accordance with Section 9 of the Agreement may seek to impose an administrative and/or financial penalties against Physician or Physician Group and/or may seek to terminate the Agreement.

10.17 Corrective Action - PARTNERSHIP's written notice will outline the specific reasons, in PARTNERSHIP's determination, Physician or Physician Group is in non-compliance of this Agreement. Required actions for Physician or Physician Group to cure the breach will be set forth in the written notice. In the event Physician or Physician Group fails to cure those specific claims set forth by PARTNERSHIP within thirty (30) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against Physician or Physician Group and up to and including termination of the Agreement immediately upon notice to Physician or Physician Group. Notice of an administrative and/or financial sanction and/or

penalty will include the following information:

a. Effective date
a. Detailed findings of non-compliance
b. Reference to the applicable statutory, regulatory, contractual, PARTNERSHIP policy and procedures, or other requirements that are the basis of the findings
c. Detailed information describing the sanction(s)
d. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable
e. Indication that PARTNERSHIP may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
f. Notice of a contracted Physician or Physician Group's right to file a complaint (grievance) in accordance with PARTNERSHIP policy and procedure.

10.18 Sanctions – If, due to Physician or Physician Group's non-compliance with this Agreement, administrative or monetary sanctions are imposed on PARTNERSHIP by a state or federal agency, PARTNERSHIP reserves the right to pass through any sanctions to Physician, as solely determined by PARTNERSHIP.

10.19 No Waiver – No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by wither of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.

SECTION 11
RELATIONSHIP OF PARTIES

11.1 Overview - None of the provisions of this Agreement are intended, nor will they be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth herein, to create a relationship of agency, representation, joint venture or employment between the parties. Unless mutually agreed, nothing contained herein will prevent Physician or Physician Group from independently participating as a Physician or Physician Group of services in any other health maintenance organization or system of prepaid health care delivery. In such event, Physician or Physician Group will provide written assurance to PARTNERSHIP that any contract providing commitments to any other prepaid program will not prevent Physician or Physician Group from fulfilling its

obligations to Medi-Cal Members under this Agreement, including the timely provision of services required hereunder and the maximum capacity allowed under the Medi-Cal Agreement.

11.2 Oversight Functions - Nothing contained in this Agreement will limit the right of PARTNERSHIP to perform its oversight and monitoring responsibilities as required by applicable state and federal law, as amended. Physician or Physician Group will comply with all monitoring provisions in the Medi-Cal Agreement and any monitoring requests by DHCS.

11.3 Physician-Patient Relationship - This Agreement is not intended to interfere with the professional relationship between any Medi-Cal Member and his or her Physician or Physician Group. Physician or Physician Group will be responsible for maintaining the professional relationship with Medi-Cal Members and are solely responsible to such Medi-Cal Members for all medical services provided. PARTNERSHIP will not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Medi-Cal Member resulting from the acts or omissions of Physician or Physician Group. Patients must be informed of risks, benefits and consequences of the treatment options, including the option of no treatment and make decisions about ongoing and future medical treatments. Physician or Physician Group must ensure that patients with disabilities have effective communication throughout the health system in making decisions regarding treatment options.

ATTACHMENT A
INFORMATION REGARDING OFFICERS, OWNERS, AND STOCKHOLDERS

List the names of the officers, owners, stockholders owning more than 5% of the stock issued by the physician, and major creditors holding more than 5% of the debt of the organization identified on the execution page of this Agreement. (This is a requirement of Title 22, CCR, Section 53250).

NOT APPLICABLE, GOVERNMENT ENTITY

ATTACHMENT B
LOCATON(S)

List under applicable county name, the physician name, location(s) and PHC # that shall apply to this Agreement.

Group Tax Identification # _____

Group Billing NPI# 1043427388

Provider Type RHC

PHC#	NPI	Site Name	Site Address	County
	1043427388	Tehama County Health Services Agency	1850 Walnut St Red Bluff, California 96080	Tehama

Contraxx# (internal use only) _____

ATTACHMENT C

FQHC/RHC

TEHAMA COUNTY HEALTH SERVICES AGENCY

EFFECTIVE DATE: JANUARY 1, 2024

The rate of payment is based on the current State of California Medi-Cal fee-for-service rate in effect on the date services are rendered. Refer to the Partnership HealthPlan of California, (PHC) Provider Manual for claims billing criteria at www.Partnershiphp.org.

Specialty	Services	Reimbursement Rate
Medical Clinic – Primary Care	Physician/Professional Services	100% of Prevailing Medi-Cal Fee Schedule

Specialty	Services	Reimbursement Rate
Medical Clinic – All Specialty services	Physician/Professional Services	100% of Prevailing Medi-Cal Fee Schedule

ATTACHMENT X

NETWORK PROVIDER
MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Agreement with Partnership Healthplan (the "Medi-Cal Agreement"), State and Federal laws and regulations and applicable All Plan Letters. This Attachment X is included in this Agreement to reflect compliance with laws and DHCS's requirements for Physician or Physician Group as a contracted Network Provider. Any citations in this attachment are to the applicable sections of the Medi-Cal Agreement or applicable law. This attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this attachment and any other provision of the Agreement, this attachment will control with respect to Medi-Cal. Any capitalized term utilized in this attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this attachment. If a capitalized term used in this attachment is not defined in the Agreement or this attachment, it will have the same meaning ascribed to it in the Medi-Cal Agreement.

1. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Agreement, including, but not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the Medi-Cal Agreement); 28 CCR Section 1300.43 *et seq*.; W&I Code Sections 14000 and 14200 *et seq*.; 22 CCR Sections 53800 *et seq.;* and 22 CCR Sections 53900 *et seq.* (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.4).)

2. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement with sixty (60) calendar days of receipt, as set forth in in the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2).

3. Physician or Physician Group shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Physician or Physician Group's possession, in accordance with the Medi-Cal Agreement, Exhibit E, Section 1.27 (*Litigation Support*). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.11).)

4. This Agreement and all information received from Physician or Physician Group in accordance with the requirements under the Medi-Cal Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Physician or Physician Group, stockholders owning more than 5 percent of the stock issued by Physician or Physician Group and major creditors holding more than 5 percent of the debt of Physician or Physician Group will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.12,; Welfare & Institutions Code 14452.)

5. Physician or Physician Group shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-

parties. Physician or Physician Group is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, Physician or Physician Group may not retain the duplicate payment. Once the duplicate payment is identified, Physician or Physician Group must reimburse PARTNERSHIP. If Physician or Physician Group fails to refund the duplicate payment, PARTNERSHIP may offset payments made to Physician or Physician Group to recoup the funds. (APL 21-007; Welfare & Institutions Code 14124.70 – 14124.791). Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.26, Subsection C of the Medi-Cal Agreement.

6. Physician or Physician Group shall report Physician or Physician Group preventable condition ("PPC")-related encounters in a form and frequency as specified by PARTNERSHIP and/or DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.3.17; 42 CFR 438.3(g).)

7. Physician or Physician Group will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.29). (Medi-Cal Agreement, Exhibit G,.)

8. Physician or Physician Group will submit network data, including Provider Network 274 data, as directed by PARTNERSHIP for PARTNERSHIP to meet its administrative functions and requirements set forth in the Medi-Cal Agreement. Physician or Physician Group certifies that all data, including Encounter Data and Provider Data, submitted is complete, accurate, reasonable, and timely. Physician or Physician Group will promptly make any necessary corrections to the data, as requested by PARTNERSHIP, so that PARTNERSHIP may correct any deficiencies identified by DHCS in the time period required by DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.6).; APL 14-019, APL 17-005; 42 CFR 438.207, 438.242, 438.604(a)(5) and 438.606.)

9. Physician or Physician Group must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. Physician or Physician Group shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between Physician or Physician Group and DHCS, if applicable. In the event PARTNERSHIP assisted Physician or Physician Group with the enrollment process, Physician or Physician Group consents to allow DHCS and PARTNERSHIP share information relating to the Physician or Physician Group application and eligibility, including but not limited to issues related to program integrity. Physician or Physician Group's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (APL 22-013; 42 CFR 438.602(b).)

10. Physician or Physician Group represents and warrants that Physician or Physician Group and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, Physician or Physician Group represents and warrants that Physician or Physician Group is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act. (42 CFR 438.610.)

11. Physician or Physician Group shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and provisions of the Medi-Cal Agreement. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.5).)

12. The parties confirm Physician or Physician Group's right to all protections afforded to Physician or Physician Group under the Health Care Providers' Bill of Rights, as set forth in Health and Safety Code Section 1375.7, including, but not limited to, Physician or Physician Group's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to Health and Safety Code Section 1367(h)(1). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.20).)

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EXHIBIT 1
PHYSICIAN OR PHYSICIAN GROUP CREDENTIALING DELEGATION AGREEMENT]
(Add if delegated)

Any separate delegation agreement executed by the parties is incorporated into this Agreement by this reference.