

County of Ventura
AGREEMENT FOR ADMINISTRATION OF THE PHYSICIAN'S PORTION OF
THE EMERGENCY MEDICAL SERVICES FUND(MADDY)

This Agreement is made and entered into as of this 1st day of July, 2024, by and between the COUNTY of VENTURA, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the American Insurance Administrators, a division of Management Applied Programming, Inc. hereinafter referred to as (AIA).

WHEREAS, COUNTY desires to enter into an Agreement for the administration of the physician's portion of the Emergency Medical Services Fund (MADDY) with AIA in accordance with provisions of Chapter 2.5, Sections 1797.98a through 1797.98g of the California Health and Safety Code; and

WHEREAS, AIA desires to provide the administration of the physician's portion of the MADDY fund hereinafter referred to as (The Fund) according to the conditions and obligations described in Attachment A;

NOW, THEREFORE, in consideration of the mutual promises stated herein and with the intent of being legally bound hereby, it is agreed by and between the parties hereto as follows:

I. Administration of MADDY Fund

AIA will provide those administrative services for all physician claims described in Exhibit A attached hereto and made a part hereof by this reference (hereinafter referred to as "AIA Administrative Services"). AIA Administrative Services required hereunder shall be performed in a manner consistent with sound and efficient business practices.

II. Compensation

Upon execution of this agreement:

- a. AIA shall be compensated with an amount equal to Nineteen Thousand ninety-six (\$19,096) per quarter. If claims adjudication fees exceed a total of \$19,096 per quarter, when calculated at \$6.39 per each manual claim or \$5.30 per each electronic claim, then, AIA will be paid for the actual calculated amount.
- b. AIA shall be compensated \$120.00 per hour for programming services required for systems modifications/ad hoc reports, subject to County's approval.
- c. Payment will be made within 30 days after receipt of invoice.

III. Term

This Agreement shall commence July 1, 2024 and shall remain in effect until June 30, 2025. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the end of the term, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall then be extended for up to two (2) additional periods of one year each.

IV. Termination

- A. This Agreement may be terminated by either party by providing ninety (90) days' notice to other party; any notice or claim to be given by either party to the other may be effected either by personal delivery, in writing, or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to County of Ventura, GSA Procurement Services, 800 South Victoria, Ventura, California 93009-3120 and the Public Health Director of the Ventura County EMS c/o Public Health Department, 2240 East Gonzales Road, Suite 210, Oxnard, California 93036 and to AIA, 1200 Wilshire Blvd, Fifth Floor, Los Angeles, CA 90017. Each party shall notify the other of any change of address.
- B. County shall have the right to terminate this Agreement immediately for cause in the event that AIA materially breaches this Agreement.
- C. AIA shall have the right to terminate this Agreement immediately for cause in the event that County materially breaches this Agreement.
- D. In the event of termination of this Agreement by either party, whether with or without cause, AIA, at the option of the County, shall process, within 90 days, all claims previously submitted. Any claims received by AIA after termination of the Agreement shall be forwarded to the Ventura County Health Care Agency, Emergency Medical Services Department, within five (5) days of receipt by AIA.
- E. Upon termination all existing records subject to the Agreement shall be turned over to the Ventura County Health Care Agency, Emergency Medical Services Department.

V. Indemnification

AIA agrees to defend, indemnify, and save harmless County, its officers, agents and employees, from any and all liability, losses, damages, costs or expenses arising out of any and every claim, demand, lawsuit, or cause of action asserted against County by a third party, which results from or arises in connection with any wrongful act or omission of AIA or of AIA's officers, agents or employees in the performance of this Agreement.

VI. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, but may not be assigned by either party without the prior written consent of the other party. Additionally, neither party may subcontract or otherwise delegate its duties under this Agreement without the prior written consent of the other party.

VII. Relationship of Parties

None of the provisions of this Agreement are intended to create nor shall they be construed to create any relationship between AIA and County other than that of independent contractors.

Neither of the parties hereto, nor any of their respective representatives, shall be construed to be the agent, employer, employee or representative of the other.

VIII. Restrictions on Use or Disclosure of Protected Health Information

AIA will not use or disclose protected health information other than as permitted or required by this Agreement or as required by law. For the purposes of this section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.

- a. Permitted Uses and Disclosures - AIA may use or disclose protected health information only as follows: (1) for the proper management and administration of AIA or to carry out the legal responsibilities of AIA and (2) to provide data aggregation services to County. AIA will document any disclosures of protected health information not permitted by law.
- b. Safeguarding Protected Health Information - AIA will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom it provides protected health information received from or created or received by AIA on behalf of County agrees to the same restrictions and conditions that apply through this Agreement to AIA with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical and technical safeguards and documentation requirements set forth in 45 C.F.R. sections 164.308, 164.310, 164.312, 164.316. AIA shall, within two (2) calendar days of the discovery of such disclosure report to County any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410 and any Security Incident (as defined in 45 C.F.R. 164.304) of which AIA becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to AIA of a use or disclosure of protected health information in breach of the requirements of this Agreement. Notification to County will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by AIA to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Agreement, AIA will return or destroy all protected health information created or received by AIA on behalf of County and retain no copies of such information. If it is not feasible to return or destroy the protected health information, AIA shall provide County notification of the conditions that make return or destruction infeasible, and AIA shall extend the protections set forth in Section VIII of this Agreement to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, AIA shall do so.

- c. Persons or Entities Allowed Access to Records- Except as otherwise prohibited by law, AIA will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by AIA occurring six years prior to the date on which the accounting is requested. AIA will make protected health information available to County for inspection, amendment and copying. AIA will make its internal practices, books, and records relating to the use and disclosure of protected health information available to County or the Secretary U.S. Department of Health and Human Services, as applicable, for purposes of determining AIA's or County's compliance with 45 CFR Part 164.
- d. No Remuneration - Unless otherwise permitted by law, AIA shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless AIA obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by AIA.
- e. AIA agrees that to the extent AIA is to carry out one or more of County's obligations under Subpart E of 45 CFR part 164, AIA will comply with the requirements of Subpart E that apply to County in the performance of such obligations.

IX. Access to Books, etc.

AIA agrees to provide County, access upon demand and at reasonable times to the data, books, records and papers of AIA, for the purpose of auditing AIA's performance under the terms of this Agreement.

X. WAIVER

No waiver of any of the provisions of this Agreement shall be deemed to constitute a continuing waiver thereof unless otherwise expressly provided herein.

XI. Uncontrollable Circumstances

Neither County nor AIA shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to, acts of God, or of any public enemy, elements, flood, strikes, or statutory or other law, regulations or rules of the federal or any state or local government or any agency thereof.

XII. Notices

All notices required or permitted under this Agreement will be made in writing and served by personal delivery, overnight mail or United States first-class mail, postage prepaid, on the other party at the following addresses:

To County: County of Ventura
GSA Procurement Services
800 South Victoria,
Ventura, CA 93009-3120

and County of Ventura EMS
c/o Ventura County Public Health
2240 E. Gonzales Rd., Suite 210
Oxnard, CA 93036

and to AIA at: American Insurance Administrators
c/o Management Applied
Programming, inc.
1200 Wilshire Blvd., Fifth Floor
Los Angeles, CA 90017

XIII. Service of Notice

Service of notice shall be deemed complete on the date of actual delivery, if by personal delivery or overnight mail, or at the expiration of the third day after the date of mailing (whether or not actually received by the addressee), if by United States first-class mail. A party may change that party's address as set forth in this section by serving notice as provided in this section.

XIV. Amount

The maximum amount ("MAXIMUM FEE") to be paid under this Agreement for the period of July 1, 2024 through June 30, 2025 shall not exceed one hundred and ten thousand dollars (\$110,000). The MAXIMUM FEE to be paid for the period of July 1, 2024 through June 30, 2025, or for any other fiscal year thereafter, shall not exceed one hundred and ten thousand dollars (\$110,000) per fiscal year.

XV. Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall be reduced to writing and signed by the parties hereto.

XVI. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by parties hereto, and supersedes all other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.

XVII. Governing Law

The validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

XVIII. Insurance

- A. AIA an independent contractor shall obtain and maintain at all times the following insurance policies.
 - 1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual.
 - 2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 3. Errors and Omissions Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 minimum.
 - 4. Blanket Insurance Fidelity Bond and Forgery coverage with minimum limits of \$110,000.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against the County of Ventura. Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteer for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

A copy of each Certificate of Insurance shall be made available for inspection by County upon request.

XIX. Reports

AIA will provide reports pertaining to its performance of this Agreement as reasonably requested by the Director of Public Health. Such a report, for example, may provide to the County the information required by Section 1797.98b of the Health and Safety Code.

IN WITNESS WHE REOF, the parties hereto have executed this Agreement.

Dated: _____ By: _____
Purchasing Agent, County of Ventura

Dated: _____ By: _____
Michelle Higginson, Vice President of Operations, AIA

Dated: _____ By: _____
Adam Keck, CEO, AIA

Attest:

ATTACHMENT A**I. General**

- A. Distribution of the physician's share of the MADDY fund will be conducted by AIA. AIA will provide claim processing staff and equipment necessary to distribute the funds as required by law. Submitted claims shall be processed and paid in accordance with the rules and limitations encompassed in the laws which govern the fund. The County will submit claim funds to AIA upon receipt of an invoice setting forth the claims processed and amounts payable to physicians for that period.
- B. AIA administration services will include, but not be limited to the following:
 - 1. Provide County with electronic files of all required claims data necessary to complete mandated demographic reporting to the State Department of Health Services for the MICRS report.
 - 2. Process and pay claims by the quarter in which received.
 - 3. Issue checks and remittance advice/EOB on a quarterly basis.
 - 4. Checks issued for Ventura County claims shall be labeled "County of Ventura, Emergency Medical Services Fund -MADDY."
 - 5. Set up one separate bank account for County transferred funds and payment of Ventura claims. Provide County with a copy of each monthly bank statement.
 - 6. Provide an accounting to County for funds paid to physicians and retain claims documentation.
 - 7. Provide County with standard claims summary reports and on a quarterly basis.
 - 8. Provide ad-hoc reports to County upon request.
 - 9. Provide a single point of contact responsible for working with the Ventura County Medical Association for physician education and relations.
 - 10. Issue IRS 1099 forms to physicians according to IRS criteria.
 - 11. Maintain a dispute resolution process.
 - 12. Provide telephone, office supplies, postage and other normal business expenses pertaining to this contract.
 - 13. Provide general, professional liability, and other insurance as required.
 - 14. Maintain a current medical policy manual to be used in adjudicating claims.

II. Billing Procedures and Policies

- A. Emergency medical services must have been provided by the physician, in a general acute care hospital in Ventura County which has a license to provide basic or comprehensive emergency medical services.
- B. Reimbursement shall be limited to services for which the physician, following reasonable billing efforts, has not received any payment from the patient, a responsible relative, or a third-party payor. Reimbursement for unpaid physician billings shall be limited to the following:
 - 1. Patients for whom the physician has inquired if there is responsible private or public third-party source of payment.
 - 2. Patients for whom the physician does not expect to receive reimbursement for services provided.
 - 3. Patients for whom the physician has billed for payment or has billed a responsible private or public third party. (The physician must bill in writing the patient and each known third-party payor at least three [3] times.)
 - 4. Patients for whom the physician has made other reasonable billing efforts to collect payment.
 - 5. Claims which have been rejected for payment by the patient and any responsible third party.
- C. Billings shall be submitted on HCFA-1500 (1-84) claim forms. Each form must be legible and accurately completed to be considered. Physician shall submit with the claim form a fully executed acknowledgment form certifying that the physician has complied with the required claiming process set forth above and in Exhibit I.
- D. The Current RBRVS reimbursement rates for Ventura County for all covered services will be used for pricing claims.
- E. Claims can be submitted electronically or if on paper shall be submitted to AIA, Ventura County Claim, P.O. 17908, Los Angeles, CA 90017-0908

III. Payment Procedures and Policies

- A. Availability of monies in Ventura County Emergency Medical Services Fund payment of any claim under this claims process is expressly contingent upon the availability of monies in the physician's portion of the Ventura County Emergency Medical Services Fund. All claims shall be time/date stamped by AIA on the date of receipt. That date shall

be used to determine the inclusion of the claim in a specified calendar quarter. To the extent such monies are available, valid claims received during a calendar quarter and presented to AIA will be paid at the end of the quarter in which it was received.

B. Payment

Payment will be determined as follows:

1. The total amount of the claim will be established in accordance with the reimbursement schedule specified in Section 11.D. The maximum allowable reimbursement will be up to 50% of the total amount of the claim.
2. The full amount of the maximum allowable fee reimbursement will be paid if there are sufficient funds available to pay for all claims submitted during that quarter. If the fund is not sufficient to pay all claims, the percentage of the total claimed amount which the fund constitutes will be the level at which the claim will be paid; i.e., if the fund constitutes only 50% of the maximum allowable amount of billed claims, all claims will be paid at a rate of 50% of their approved reimbursement level.
3. Payments shall be mailed to the physician by AIA within 10 working days after receipt of funds from the County.

IV. Physician Refund

If, after receiving payment from the County's Emergency Medical Services Fund, a physician can reasonably expect payment from the patient or a responsible party, then the physician shall continue to make efforts to receive such payment, notwithstanding the payment from the Fund. If, after payment from the Fund, a physician is reimbursed by a patient or responsible party, the physician shall reimburse the Fund in an amount equal to the amount collected from the patient or third-party payer, but not more than the amount of the reimbursement received from the fund for that patient's care. [1797.98c (b)(2)].

V. General Obligations of Physicians Using This Claim Form

A. Records/Audit/Adjustment

1. The physician shall maintain records sufficient to fully and accurately reflect the services, and costs thereof, for which a claim has been made. Such records shall include, but are not limited to, patient name, residence address and other identifying information, services provided, dates of service, and charges. Additionally, such records shall include proof of all billing efforts required by this process.
2. All such records shall be retained by the physician for a minimum of three (3) years following the date of service.

3. Such records shall be made available to representatives of VCMA/FMC, or to authorized representatives of the County or State, upon request, at all reasonable times during such three (3) year period for the purpose of inspection, audit and copying.

If County or State representatives conduct an audit of physician or hospital records relating to the services of which claim was made and paid hereunder, and find that services do not meet the requirements of California Health and Safety Code Sections 1797.98a - 1797.98g [i.e., (1) the records do not support the emergency medical nature of all or a portion of the services provided, (2) no records exist to evidence provision of all or a portion of the service, or (3) the physician failed either to report or remit payments from other sources as required herein, the physician shall, upon receipt of a billing therefore, remit forthwith to the Fund the difference between the claim amount paid by the County and the amount of the adjusted billing as determined by the audit and the physician may be excluded from submitting future requests for reimbursement (Section 1 797.98e)] Physicians knowingly submitting false claims shall be guilty of civil fraud.

VI. Claim Dispute Resolution

- A. Any dispute regarding the question of an eligible claim (i.e., definition of "emergency", stability of patient) will be resolved by the appropriate medical review committees of the Ventura County Medical Association.
- B. The Ventura County Medical Association will appoint a Committee of approximately 2-3 Ventura County Physicians, with a minimum of one (1) physician specializing in emergency care services. The Committee will meet each quarter to review any questionable claims.

EXHIBIT I**CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 1797.98a-1797.98g**

1797.98a. (a) The fund provided for in this chapter shall be known as the Maddy Emergency Medical Services (EMS) Fund. (b) Each county may establish an emergency medical services fund, upon adoption of a resolution by the board. of supervisors. The money in the fund shall be available for the reimbursements required by this chapter. The fund shall be administered by each county, except that a county electing to have the state administer its medically indigent services program may also elect to have its emergency medical services fund administered by the state. Costs of administering the fund shall be reimbursed by the fund, up to 10 percent of the amount of the fund. All interest earned on moneys in the fund shall be deposited in the fund for disbursement as specified in this section. The fund shall be utilized to reimburse physicians and surgeons and hospitals for patients who do not make payment for emergency medical services and for other emergency medical services purposes as determined by each county. Fifty-eight percent of the balance of the money in the fund after costs of administration shall be distributed to physicians and surgeons for emergency services provided by all physicians and surgeons, except those physicians and surgeons employed by county hospitals, in general acute care hospitals that provide basic or comprehensive emergency services up to the time the patient is stabilized, 25 percent of the balance of the fund after costs of administration shall be distributed only to hospitals providing disproportionate trauma and emergency medical care services, and 17 percent of the balance of the fund after costs of administration shall be distributed for other emergency medical services purposes as determined by each county, including, but not limited to, the funding of regional poison control centers. (c) The source of the money in the fund shall be the penalty assessment made for this purpose, as provided in Section 76000 of the Government Code.

1797.98b. (a) Each county establishing a fund, on January 1, 1989, and on each January 1 thereafter, shall report to the Legislature on the implementation and status of the Emergency Medical Services Fund. The report shall include, but not be limited to, all of the following: (1) The total amount of fines and forfeitures collected, the total amount of penalty assessments collected, and the total amount of penalty assessments deposited into the Emergency Medical Services Fund. (2) The fund balance and the amount of moneys disbursed under the program to physicians and for other emergency medical services purposes. (3) The pattern and distribution of claims and the percentage of claims paid to those submitted. (4) The amount of moneys available to be disbursed to physicians, the dollar amount of the total allowable claims submitted, and the percentage at which such claims were reimbursed. (5) A statement of the policies, procedures, and regulatory action taken to implement and run the program under this chapter. (b) (1) Each county, upon request, shall make available to any member of the public the report required under subdivision (a). (2) Each county, upon request, shall make available to any member of the public a listing of physicians and hospitals that have received reimbursement from the Emergency Medical Services Fund and the amount of the reimbursement they have received. This listing shall be compiled on a semiannual basis.

1797.98c. (a) Physicians and surgeons wishing to be reimbursed shall submit their losses incurred due to patients who do not make any payment for services and for whom no responsible third party makes any payment. No physicians and surgeons shall be reimbursed greater than 50 percent of those losses. (b) If, after receiving payment from the fund, a physician and surgeon is reimbursed by a patient or a responsible third party, the physician and surgeon shall do one of the following: (1) Notify the administering agency, and, after notification, the administering agency shall reduce the physician and surgeon's future payment of claims from the fund. In the event there is not a subsequent submission of a claim for reimbursement within one year, the physician and surgeon shall reimburse the fund in an amount equal to the amount

collected from the patient or third-party payer, but not more than the amount of reimbursement received from the fund. (2) Notify the administering agency of the payment and reimburse the fund in an amount equal to the amount collected from the patient or third-party payer, but not more than the amount of the reimbursement received from the fund for that patient's care. (c) Reimbursement for losses incurred by any physician and surgeon shall be limited to services provided to a patient who cannot afford to pay for those services, and for whom payment will not be made through any private coverage or by any program funded in whole or in part by the federal government, and where all of the following conditions have been met: (1) The physician and surgeon has inquired if there is a responsible third-party source of payment. (2) The physician and surgeon has billed for payment of services. (3) Either of the following: (A) A period of not less than three months has passed from the date the physician and surgeon billed the patient or responsible third party, during which time the physician and surgeon has made reasonable efforts to obtain reimbursement and has not received reimbursement for any portion of the amount billed. (B) The physician and surgeon has received actual notification from the patient or responsible third party that no payment will be made for the services rendered by the physician and surgeon. (4) The physician and surgeon has stopped any current, and waives any future, collection efforts to obtain reimbursement from the patient, upon receipt of funds from the fund. (d) A listing of patient names shall accompany a physician and surgeon's submission, and those names shall be given full confidentiality protections by the administering agency. (e) Notwithstanding any other restriction on reimbursement, a county may adopt a fee schedule to establish a uniform reasonable level of reimbursement from the county's emergency medical services fund for reimbursable services. (f) For the purposes of submission and reimbursement of physician and surgeon claims, the administering agency shall adopt and use the current version of the Physicians' Current Procedural Terminology, published by the American Medical Association, or a similar procedural terminology reference.

1797.98e. (a) It is the intent of the Legislature that a simplified, cost-efficient system of administration of this chapter be developed so that the maximum amount of funds may be utilized to reimburse physicians and surgeons and for other emergency medical services purposes. The administering agency shall select an administering officer and shall establish procedures and time schedules for the submission and processing of proposed reimbursement requests submitted by physicians and surgeons. The schedule shall provide for disbursements of moneys in the Emergency Medical Services Fund on at least an annual basis to applicants who have submitted accurate and complete data for payment by a date to be established by the administering agency. When the administering agency determines that claims for payment for physician and surgeon services are of sufficient numbers and amounts, that if paid, the claims would exceed the total amount of funds available for payment, the administering agency shall fairly prorate, without preference, payments to each claimant at a level less than the maximum payment level. Each administering agency may encumber sufficient funds during one fiscal year to reimburse claimants for losses incurred during that fiscal year for which claims will not be received until after the fiscal year. The administering agency may, as necessary, request records and documentation to support the amounts of reimbursement requested by physicians and surgeons and the administering agency may review and audit the records for accuracy. Reimbursements requested and reimbursements made that are not supported by records may be denied to and recouped from physicians and surgeons. Physicians and surgeons found to submit requests for reimbursement that are inaccurate or unsupported by records may be excluded from submitting future requests for reimbursement. The administering officer shall not give preferential treatment to any facility, physician and surgeon, or category of physician and surgeon and shall not engage in practices that constitute a conflict of interest by favoring a facility or physician and surgeon with which the administering officer has an operational or financial relationship. A hospital administrator of a hospital owned or operated by a county of a population of 250,000 or more as of January 1, 1991, or a person under the direct supervision of that person, shall not be the administering officer. The board of supervisors of a county or any other county agency may serve as the administering officer. (b) Each provider of health services that receives payment under this chapter shall keep and maintain records of the services rendered, the person to whom rendered, the date, and any additional information the

administering agency may, by regulation, require, for a period of three years from the date the service was provided. The administering agency shall not require any additional information from a physician and surgeon providing emergency medical services that is not available in the patient record maintained by the entity listed in subdivision (t) where the medical services are provided, nor shall the administering agency require a physician and surgeon to make eligibility determinations. (c) During normal working hours, the administering agency may make any inspection and examination of a hospital's or physician and surgeon's books and records needed to carry out the provisions of this chapter. A provider who has knowingly submitted a false request for reimbursement shall be guilty of civil fraud. (d) Nothing in this chapter shall prevent a physician and surgeon from utilizing an agent who furnishes billing and collection services to the physician and surgeon to submit claims or receive payment for claims. (e) All payments from the fund pursuant to Section 1797.98c to physicians and surgeons shall be limited to physicians and surgeons who, in person, provide onsite services in a clinical setting, including, but not limited to, radiology and pathology settings. (f) All payments from the fund shall be limited to claims for care rendered by physicians and surgeons to patients who are initially medically screened, evaluated, treated, or stabilized in any of the following: (1) A basic or comprehensive emergency department of a licensed general acute care hospital. (2) A site that was approved by a county prior to January 1, 1990, as a paramedic receiving station for the treatment of emergency patients. (3) A standby emergency department that was in existence on January 1, 1989, in a hospital specified in Section 124840. (4) For the 1991-92 fiscal year and each fiscal year thereafter, a facility which contracted prior to January 1, 1990, with the National Park Service to provide emergency medical services. (g) Payments shall be made only for emergency services provided on the calendar day on which emergency medical services are first provided and on the immediately following two calendar days, however, payments may not be made for services provided beyond a 48-hour period of continuous service to the patient. (h) Notwithstanding subdivision (g), if it is necessary to transfer the patient to a second facility providing a higher level of care for the treatment of the emergency condition, reimbursement shall be available for services provided at the facility to which the patient was transferred on the calendar day of transfer and on the immediately following two calendar days, however, payments may not be made for services provided beyond a 48-hour period of continuous service to the patient. (i) Payment shall be made for medical screening examinations required by law to determine whether an emergency condition exists, notwithstanding the determination after the examination that a medical emergency does not exist. Payment shall not be denied solely because a patient was not admitted to an acute care facility. Payment shall be made for services to an inpatient only when the inpatient has been admitted to a hospital from an entity specified in subdivision (t). (j) The administering agency shall compile a quarterly and year-end summary of reimbursements paid to facilities and physicians and surgeons. The summary shall include, but shall not be limited to, the total number of claims submitted by physicians and surgeons in aggregate from each facility and the amount paid to each physician and surgeon. The administering agency shall provide copies of the summary and forms and instructions relating to making claims for reimbursement to the public and may charge a fee not to exceed the reasonable costs of duplication. (k) Each county shall establish an equitable and efficient mechanism for resolving disputes relating to claims for reimbursements from the fund. The mechanism shall include a requirement that disputes be submitted either to binding arbitration conducted pursuant to arbitration procedures set forth in Chapter 3 (commencing with Section 1282) and Chapter 4 (commencing with Section 1285) of Part 3 of Title 9 of the Code of Civil Procedure, or to a local medical society for resolution by neutral parties.

1797.98f. Notwithstanding any other provision of this chapter, an emergency physician and surgeon, or an emergency physician group, with a gross billings arrangement with a hospital shall be entitled to receive reimbursement from the Emergency Medical Services Fund for services provided in that hospital, if all of the following conditions are met: (a) The services are provided in a basic or comprehensive general acute care hospital emergency department, or in a standby emergency department in a small and rural hospital as defined in Section 124840. (b) The physician and surgeon is not an employee of the hospital. (c) All provisions of Section 1797.98c are satisfied, except that payment to the emergency physician and

surgeon, or an emergency physician group, by a hospital pursuant to a gross billings arrangement shall not be interpreted to mean that payment for a patient is made by a responsible third party. (d) Reimbursement from the Emergency Medical Services Fund is sought by the hospital or the hospital's designee, as the billing and collection agent for the emergency physician and surgeon, or an emergency physician group. For purposes of this section, a "gross billings arrangement" is an arrangement whereby a hospital serves as the billing and collection agent for the emergency physician and surgeon, or an emergency physician group, and pays the emergency physician and surgeon, or emergency physician group, a percentage of the emergency physician and surgeon's or group's gross billings for all patients.

1797.98g. The moneys contained in an Emergency Medical Services Fund, other than moneys contained in a Physician Services Account within the fund pursuant to Section 16952 of the Welfare and Institutions Code, shall not be subject to Article 3.5 (commencing with Section 16951) of Chapter 5 of Part 4.7 of Division 9 of the Welfare and Institutions Code.