

**VENTURA COUNTY HEALTH CARE PLAN
ANCILLARY CARE SERVICES AGREEMENT**

This Ancillary Care Services Agreement is made and entered into by and between the County of Ventura (“**County**”), as owner and operator of the Ventura County Health Care Plan (“**VCHCP**”), and **Aspen Surgery Venture LLC dba Aspen Surgery Center** (“**Contractor**”) effective April 1, 2019 (“**Effective Date**”).

RECITALS

WHEREAS, County is licensed by the California Department of Managed Health Care under the Knox-Keene Health Care Service Plan Act of 1975, as amended, and the regulations promulgated thereunder, to operate VCHCP as a health care service plan; and

WHEREAS, County has entered into agreements with entities and individuals to provide or arrange for the provision of health care services to persons who enroll in VCHCP; and

WHEREAS, County desires to engage Contractor to provide certain health care services to persons who enroll in VCHCP, and Contractor desires to furnish such services to such persons, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the premises and mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 “**Affordable Care Act**” (“**ACA**”) means the federal Patient Protection and Affordable Care Act, as amended by the federal Health Care and Education Reconciliation Act of 2010, known collectively as the Affordable Care Act, and the regulations issued pursuant thereto.

1.2 “**Agreement**” means this Ancillary Care Services Agreement, including all Exhibits, amendments, or addendums thereto.

1.3 “**California Affordable Care Act**” means the California Patient Protection and Affordable Care Act and the regulations issued pursuant thereto.

1.4 “**CCR**” means the California Code of Regulations.

1.5 “**Confidentiality of Medical Information Act**” or “**CMIA**” means the California Confidentiality of Medical Information Act and the regulations issued pursuant thereto.

1.6 “**Claim**” means a completed statement for reimbursement prepared by Contractor on

an applicable health insurance claim form or automated billing system acceptable to VCHCP for the purpose of identifying all diagnoses and completely itemizing all services and treatments provided to an Enrollee.

1.7 **“Copayment(s)”** means an amount that an Enrollee is obligated to pay directly to Contractor for the Covered Services in accordance with the applicable Subscriber Agreement, and shall include payments commonly known as “copayments, “deductibles,” and “coinsurance.”

1.8 **“County”** means the County of Ventura.

1.9 **“Covered Services”** means those Medically Necessary health care services, drugs, equipment and supplies that are benefits to which an Enrollee is entitled under the applicable Subscriber Agreement.

1.10 **“DHCS”** means the California Department of Health Care Services.

1.11 **“DMHC”** means the California Department of Managed Health Care.

1.12 **“Enrollee”** means an individual to whom VCHCP is obligated to provide or arrange for the provision of Covered Services pursuant to the terms and conditions of a Subscriber Agreement.

1.13 **“Evidence of Coverage” or “EOC”** means the booklet(s) which describe(s) the benefits, exclusions, limitations, condition, and the benefit levels of the applicable Subscriber Agreement.

1.14 **“Exhibits”** means the attachments to this Agreement which are an integral part of this Agreement and are incorporated herein in full by reference.

1.15 **“Facility” or “Facilities”** means the facility or facilities of a Contractor located at the address or addresses set forth on the signature page and/or Exhibit D of this Agreement.

1.16 **“Health Information Technology for Economic and Clinical Health Act” or “HITECH ACT”** means the federal Health Information Technology for Economic and Clinical Health Act, which was enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations issued pursuant thereto, all as thereafter amended.

1.17 **“Health Insurance Portability and Accountability Act of 1996” or “HIPAA”** means the federal Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, all as thereafter amended.

1.18 **“Information Practices Act” or “IPA”** means the California Information Practices Act, and the regulations issued pursuant thereto, all as thereafter amended.

1.19 “**Knox-Keene Act**” means the California Knox-Keene Health Care Service Plan Act of 1975, as amended.

1.20 “**Language Assistance Program**” or “**LAP**” means VCHCP’s program to provide language assistance services to Enrollees with limited English proficiency (“LEP”) as approved by the DMHC.

1.21 “**Limited English Proficiency**” or “**LEP**” means an Enrollee’s inability or limited ability to speak, read, write or understand the English language on a level that permits him or her to interact effectively with health care providers or employees.

1.22 “**Medically Necessary**” shall have the meaning set forth in the applicable Subscriber Agreement or by law for the program under which the Enrollee is enrolled.

1.23 “**Personally Identifiable Information**” means any information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, and statements made by, or attributed to, the individual. It also includes any identifiable information collected from or about an individual for purposes of determining eligibility or enrollment in qualified health plans, determining eligibility for other insurance affordability programs, or determining eligibility for exemptions from the individual responsibility provision.

1.24 “**Professional Staff**” means the qualified professional personnel who are employed by or who contract with a Contractor.

1.25 “**Protected Health Information**” or “**PHI**” means protected health information, including electronic protected health information “EPHI” as defined in HIPAA that relates to an Enrollee. PHI also includes “medical information” as defined by the CMIA.

1.26 “**Provider Operations Manual**” means the manual which sets forth VCHCP’s policies, procedures, programs (including without limitation the QA/UR Program, Language Assistance Program, and other programs) instructions and expectations, with respect to the provision of Provider Services to Enrollees. The Provider Operations Manual is maintained at VCHCP’s website.

1.27 “**Provider Services**” means those Covered Services which are set forth in Exhibit A of this Agreement.

1.28 “**QA/UR Program**” means VCHCP’s formal procedures for reviewing the utilization of and ensuring the quality of Covered Services provided to Enrollees. This process may include data analysis, policy evaluation, and technical assistance internally and externally to improve the quality of care to Enrollees.

1.29 “**Regulations**” means the regulations promulgated under the Knox-Keene Act and set forth in Title 28 of the CCR, Division 1. All references herein to a “Regulation” means

a regulation thereunder.

1.30 “Specialty” means the health care service provider type, classification, and area of specialization set forth in Exhibit E of this Agreement.

1.31 “**State**” means the State of California.

1.32 “**Subscriber Agreement**” means the contract between County and a Subscriber Group, or the contract between County and an individual, including the Evidence of Coverage, for any of the VCHCP benefit programs listed on Exhibit B of this Agreement, which sets forth those health care services that the Enrollee is entitled to receive from or through VCHCP, and the terms and conditions thereof.

1.33 “**Subscriber Group**” means an entity contracted with VCHCP to provide or arrange for the provision of health care services to Enrollees and their dependents.

1.34 “**Surcharge**” means an additional fee charged to an Enrollee for Covered Services that is either prohibited under law or not authorized under the applicable Subscriber Agreement.

1.35 “**Utilization Management**” means pre-service, concurrent or retrospective review which determines the medical necessity of hospital and skilled nursing facility admissions and selected Covered Services provided to Enrollees on an outpatient basis.

ARTICLE 2 PROVIDER OBLIGATIONS

2.1 Performance of Obligations. Contractor shall perform all of its professional obligations under this Agreement and cause each member of Contractor’s Professional Staff to agree in writing to comply with the terms and conditions of this Agreement.

2.2 Provider Services. During the term of this Agreement, Contractor shall provide services to Enrollees in the same manner, and in accordance with the same standards, as Contractor renders services to its other patients. Contractor shall not discriminate against any Enrollee on the basis of insurance status, financial status, race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, mental or physical handicap or utilization of Covered Services.

2.3 Provision of Services to Enrollees. Contractor shall provide services to Enrollees in accordance with the applicable Subscriber Agreement.

2.4 Accessibility of Services. Contractor shall be available to provide services during the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday with the exception of holidays, or during such alternate hours as VCHCP shall require

2.5 Adequacy of Support. Contractor shall provide and maintain sufficient facilities, equipment, and Professional Staff to provide Provider Services to Enrollees on a readily available and accessible basis. Contractor shall make best efforts to comply with VCHCP's "Timely Access Requirements & Standards" as reflected in the Provider Operations Manual.

2.6 Accreditation, Certification, and Licensure. Contractor shall ensure that all licenses that are required under federal, State or local laws and ordinances for the maintenance of the Facilities, the Professional Staff and the provision of Provider Services are kept current and in good standing.

2.7 Standards of Care. Provider Services shall be delivered in a timely, prompt and efficient manner, consistent with the prevailing standards of care in the community. Contractor agrees to furnish Provider Services in accordance with generally accepted medical practices, community standards and applicable laws and regulations. Contractor shall not allow smoking within any portion of any indoor Facility used for the provision of health services for children.

2.8 Compliance with Laws. Contractor agrees to comply with, without limitation, the following: The Americans with Disabilities Act of 1990, the Drug Free Workplace Act of 1990, all applicable State and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code, Public Contract Code section 10295.3, regarding benefits for domestic partners, all environmental laws, rules and regulations applicable to Contractor's operations, including those relating to certifying compliance with the Electronic Waste Recycling Act of 2003, the ACA and the California Affordable Care Act, the Anti-Kickback Statute, the Stark Law, and all other State and federal laws, rules and regulations applicable to this Agreement and Contractor's provision of services under this Agreement.

2.9 Prior Authorization. Before furnishing services that require prior authorization, Contractor shall comply with VCHCP's prior authorization requirements. Whenever VCHCP authorizes Contractor to furnish a specific type of service, VCHCP shall not rescind or modify such authorization after the Contractor renders such treatment in good faith and pursuant to the authorization. VCHCP reserves the right, after diligent and reasonable review, to withhold payment if Contractor fails to obtain the required prior authorization.

2.10 QA/UR Program. Contractor agrees to be bound by and to comply with the QA/UR Program described in the Provider Operations Manual. Contractor agrees to cooperate and participate with VCHCP in the operation of the QA/UR Program, including, without limitation, participating in such discussions as are necessary or appropriate relating to Enrollees seen by Contractor.

2.11 Enrollee Satisfaction. Contractor agrees to assist VCHCP in improving Enrollee

satisfaction as reported in the results of consumer satisfaction studies. VCHCP shall provide Contractor with reports of the results of such surveys from time to time. Within thirty (30) days of receipt of each such report Contractor shall provide VCHCP with a written response to the report, setting forth Contractor's plan to address areas of Enrollee dissatisfaction.

2.12 Coordination and Cooperation with Other Programs. Contractor acknowledges that VCHCP is subject to the terms contained in the Knox-Keene Act, the oversight of the DMHC, and requirements imposed by other State agencies and programs, including DHCS, that affect Enrollees. Contractor agrees to comply with all policies and procedures designed to assist VCHCP and Enrollees in obtaining any special authorizations and or accessing subsidies and premium reductions through State or federal programs.

2.13 Cultural and Linguistic Appropriate Services. Contractor shall ensure access to care for LEP persons through Contractor's own multilingual staff or through utilizing cultural and linguistic services facilitated by VCHCP. Contractor shall ensure that services are provided in a culturally competent manner to all Enrollees, taking into account language and reading skills, and diverse cultural and ethnic backgrounds.

2.14 Language Assistance Program.

2.14.1 Contractor shall comply with VCHCP's LAP standards and methods developed pursuant to the Knox-Keene Act and Regulations as set forth in the Provider Operations Manual. Contractor shall offer interpreter services to each Enrollee who is a LEP person and utilize VCHCP's toll-free interpreter services telephone number. If an Enrollee declines the interpreter's services, Contractor shall cooperate with VCHCP and provide it with all information requested to enable VCHCP to assess such compliance by Contractor. The Language Assistance Program is provided to Enrollees free of charge. If an Enrollee declines the services of an interpreter, Contractor shall document that declination in the Enrollee's medical record or patient file.

2.14.2 VCHCP shall provide Contractor with VCHCP's threshold languages and Enrollee demographic profile data upon request. Contractor shall at all times maintain the confidentiality of such information.

2.14.3 VCHCP shall make available to Contractor translated grievance and independent medical review forms and procedures for distribution to Enrollees upon Enrollee's request. Information on how to file a grievance, seek an independent medical review, or otherwise obtain assistance from DMHC is available in non-English languages through DMHC's website at www.dmhc.ca.gov.

2.15 Continuing Education. Throughout the term of this Agreement, Contractor and each member of Contractor's Professional Staff shall maintain the professional competence and skills commensurate with professionally recognized standards, and as required by law, and attend continuing education courses appropriate to Contractor and each Professional Staff member's area(s) of practice.

2.16 Enrollee Communication. Neither Contractor nor any member of its Professional Staff shall coerce, threaten or intimidate Enrollees into making a particular choice of health care coverage, or influence Enrollees to change health care coverage for the financial gain of Contractor or a Professional Staff member. Notwithstanding the above, Contractor and Contractor's Professional Staff may freely communicate with Enrollees regarding the treatment options available to them, including medication treatment options, regardless of VCHCP's benefit coverage limitations.

2.17 Medical Records. Contractor shall maintain for each Enrollee who obtains services from Contractor, a consolidated treatment record that complies with generally accepted medical practice standards, or as required by law, and documents all services provided to the Enrollee. Contractor is responsible for maintaining an accurate and timely record of all services rendered Enrollees. Contractor agrees to maintain the medical charts and records of each Enrollee for at least ten (10) years from the date of last service or ten (10) years from the date that each Enrollee who is a minor has achieved majority, whichever is later. Contractor shall furnish VCHCP with copies of such charts and records as soon as reasonably possible upon request, but in all events the following shall apply: for routine requests, Contractor shall furnish VCHCP with copies of such charts and records within five (5) calendar days of VCHCP's request; for cases submitted for independent medical review and/or urgent DMHC review, Contractor shall furnish the independent medical reviewer, DMHC or VCHCP with copies of such charts and records, within one (1) calendar day of VCHCP's request. The obligations set forth in this section 2.17 shall survive termination or expiration of this Agreement.

2.18 Access to Records. Contractor shall provide VCHCP and DMHC with reasonable access during regular business hours to specific clinical and medical records of Enrollees maintained by Contractor for the period required by applicable law and at any time thereafter that such access is reasonably required in connection with an Enrollee's health care. VCHCP and DMHC also shall have access at reasonable times upon demand to all books, records and papers maintained by Contractor relating to services provided to Enrollees hereunder and the cost thereof and to payments received by Contractor from Enrollees (or from others on their behalf). The obligations set forth in this section 2.18 shall survive termination or expiration of this Agreement.

2.19 Enrollee Grievances. Contractor agrees to cooperate with VCHCP in resolving Enrollee grievances related to the provision of services in a fair and equitable manner and in accordance with VCHCP's grievance policies and procedures. Contractor agrees to document Enrollee complaints and respond in writing to each complaint within two (2) business days of receipt and simultaneously forward copies of the complaints and responses to VCHCP. Contractor agrees to comply with the final determinations rendered under VCHCP's grievance resolution procedure.

2.20 Compliance with Policies and Procedures. Contractor shall comply, to extent applicable, with all VCHCP policies and procedures set forth in the Provider Operations Manual or otherwise provided to Contractor. In addition, Contractor shall comply, to the extent applicable, with all administrative protocols including, without limitation,

notifications, credentialing requirements, and authorization procedures with respect to the provision of services to Enrollees.

2.21 Eligibility Verification. If a patient holds himself/herself out to be an Enrollee of VCHCP, Contractor shall verify eligibility by following VCHCP's verification procedure. If VCHCP verifies eligibility, and VCHCP is primarily responsible for paying for the service rendered, VCHCP shall pay Contractor for the Covered Services provided to the Enrollee. If VCHCP verifies that a patient is not an eligible Enrollee, Contractor may collect from the patient the amount due for the services rendered. If Contractor fails to follow the eligibility verification procedures and provides services to a patient who was ineligible for the services at the time the services were rendered, then Contractor shall not be entitled to collect payment from VCHCP for the Provider Services

2.22 Stability to Provider Network. In the event an Enrollee is transferring care from Contractor or VCHCP to another provider or health care entity, Contractor agrees to cooperate with DMHC and VCHCP in ensuring an orderly transfer of each Enrollee to another provider or health care entity, in a manner that is convenient for Enrollee. Contractor agrees to comply with all laws and VCHCP policies and procedures regarding the transition and coordination of Enrollee care, including without limitation, the continuity of care requirements in Health and Safety Code sections 1373.95, 1367 and 1376.96 and Insurance Code section 10133.55.

2.23 Out of Network Costs. Contractor shall comply with all federal and State laws requiring that Contractor hold Enrollees harmless for liability for Covered Services rendered to Enrollee, including when VCHCP fails to pay Contractor for the services. Upon Enrollee's request, Contractor shall inform Enrollee of any out-of-network coverage that VCHCP may offer under Enrollee's Subscriber Agreement or benefit plan, and any additional fees that Enrollee will incur for such non-emergent out-of-network coverage. Contractor shall inform Enrollees of the inclusion of a non-network provider or facility where Contractor proposes use of such non-network provider or facility as part of the Enrollee's plan of care, in accordance with the Provider Operations Manual.

2.24 Nondiscrimination

2.24.1 Contractor shall ensure that Contractor's Professional Staff and all its agents and employees, shall not:

(a) In accordance with the ACA, section 1557, cause an individual to be excluded on the grounds prohibited under Title VI of the Civil Right Act of 1964, Title IX of the Educational Amendments of the Age Discrimination Act of 1975, or section 504 of the Rehabilitation Act of 1973, subject to any other applicable State and federal law.

(b) Unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color ancestry, religious creed, national origin, physical disability (including Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS)), mental disability, medical condition (including health impairments related to or associated with the diagnosis of cancer for which a person has

been rehabilitated or cured), age (40 or over), marital status, genetic information, sexual orientation, gender identity or use of family and medical care leave.

2.24.2 Contractor shall require that Contractor's Professional Staff and all its agents and employees, shall:

(a) Evaluate and treat employees and applicants for employment in a manner that is free from discrimination and harassment, and comply with the provisions of the Fair Employment and Housing Act and the applicable regulations issued pursuant thereto. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in CCR, Chapter 5 of Division 4 of Title 2, including 2 CCR section 8103, *et seq.*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(b) Give written notice of their obligations under this section 2.24.2 to labor organizations with which Contractor has a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this section 2.24.2 in all subcontracts to perform work under this Agreement.

2.25 Confidential Information. During the term of this Agreement, certain confidential information of VCHCP may be disclosed to Contractor. Such information may include, without limitation, Enrollee names, VCHCP finances and earnings, volume of business, methods, systems, protocols, practices and plans, marketing strategy, competitive information, Contractor rates, Subscriber Group rates and similar information of any kind or nature ("Confidential Information"). Contractor shall hold the Confidential Information in the strictest confidence and shall not, voluntarily or involuntarily, sell, transfer, publish, disclose, display or otherwise make available to others any of the Confidential Information without the prior written consent of VCHCP.

2.26 Failure to Comply. Without restricting what occurrence may constitute a material breach of this Agreement, Contractor hereby acknowledges that any violation of any of the provisions of this Article 2 shall constitute a material breach of this Agreement giving VCHCP the right to terminate this Agreement.

ARTICLE 3 PROVIDER QUALIFICATIONS

3.1 Licensing and Qualifications. Contractor and Professional Staff are, as of the date hereof, and shall as applicable during the entire term hereof:

(a) Be duly licensed and qualified in the applicable area of medical or professional practice in the State and maintain a current certification, as applicable, which such license or certificate shall not be revoked, suspended, modified, or limited in any manner;

(b) Maintain the professional liability malpractice and other insurance coverage required under this Agreement;

(c) Not engage in unprofessional or unethical conduct, either professionally

or personally, as VCHCP in its sole discretion shall determine;

(d) Meet such other qualifications for participation including accessibility and quality of care standards, as established by VCHCP and set forth in the Provider Operations Manual; and

(e) Be willing and able to comply with the terms and conditions of this Agreement.

3.2 Notification. Contractor shall immediately notify VCHCP of any actual malpractice claims, demands, settlements, judgments or awards, or any actual loss, suspension, probation or limitation of:

(a) Any license or registration, including, but not limited to, any disciplinary action proposed or taken against Contractor or a Professional Staff member which would be reportable under section 805 of the California Business and Professions Code;

(b) Any payer certification or authorization; or

(c) Any medical staff membership or clinical privileges required to be maintained under the terms of this Agreement.

3.3 Credentialing.

Contractor and Professional Staff members shall, upon request, provide VCHCP with any requested information and execute any releases that VCHCP requests to allow VCHCP to make appointments, credentialing, re-credentialing, discipline, Utilization Management, and quality assessment and improvement determinations with respect to them and their employees or contractors.

ARTICLE 4 OBLIGATIONS OF VCHCP

4.1 Verification of Eligibility. VCHCP shall provide appropriate identification cards to its Enrollees. VCHCP also shall maintain a system of Enrollee eligibility verification to enable Contractor to determine an Enrollee's eligibility for services.

4.2 Compensation. VCHCP shall compensate Contractor under this Agreement in accordance with Article 5 hereof. If VCHCP overpays Contractor under this Agreement, VCHCP shall have the right to offset such overpayment against other payments VCHCP owes Contractor hereunder. VCHCP shall first request repayment of any overpaid amount in accordance with 28 CCR section 1300.71.

4.3 Authorizations and Procedures. VCHCP shall provide any authorizations with respect to Covered Services to be rendered to Enrollees under the applicable Subscriber Agreements, in accordance with VCHCP's authorization policies and procedures. Contractor acknowledges that VCHCP provided Contractor with the Provider Operations Manual, which contains all referral policies and procedures, and all other VCHCP policies and procedures. VCHCP shall provide Contractor with access to the Provider Operations Manual and any changes thereto, through the VCHCP website.

ARTICLE 5 COMPENSATION

5.1 Billing/Claims and Payment.

5.1.1 VCHCP shall pay Contractor for services rendered hereunder at the rates set forth in Exhibit C. Contractor shall submit complete Claims to VCHCP for services within one hundred and eighty (180) days of the date of rendering such services, on industry-standard paper Claim forms or transmitted electronically in compliance with the applicable State and federal laws and the Provider Operations Manual. VCHCP shall not be required to pay for any services rendered for which Claims are not submitted to VCHCP within one hundred and eighty (180) days of service unless the delay is not within Contractor's control.

5.1.2 VCHCP shall pay Contractor pursuant to section 5.1.1 on Claims for services within forty-five (45) working days of VCHCP's receipt of a complete Claim. For purposes of this Agreement, "complete Claim" means a completed Claim form and all attachments and supplemental information or documentation that is necessary for VCHCP to determine payer liability. For purposes of this Agreement, "information necessary to determine payer liability" means the itemized, accurate and material information generated by or in the Contractor's possession related to the billed services that enables a claim adjudicator with appropriate training, experience, and competence in timely and accurate Claims processing to determine the nature, cost, if applicable, and extent of VCHCP's liability, if any, and to comply with any governmental information requirements.

5.1.3 The above notwithstanding, the provisions of this section 5.1 shall not apply to Claims with respect to which: (a) there is evidence of fraud or misrepresentation; (b) VCHCP is unable to determine Enrollee eligibility; or (c) VCHCP has not been granted reasonable access to information under Contractor's control.

5.1.4 In addition to the payment provided for above, VCHCP shall pay Contractor all interest and penalties on late paid Claims as are required by Health and Safety Code section 1300.71 and Regulation section 1300.71.38 (in the event of a provider dispute).

5.1.5 Contractor shall collect all applicable Copayments from Enrollees upon providing the Covered Services for those Covered Services that require a Copayment under the Subscriber Agreement.

5.2 Prohibition on Enrollee Billing.

5.2.1 Contractor shall bill and collect from Enrollees only the Copayments, if any, provided for under the Enrollee's Subscriber Agreement. Enrollees will not have a Copayment or otherwise be responsible for any cost share related to Preventive Care as defined by the United States Preventive Services Task Force, Health Resources and Services Administration, the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, or as otherwise required by law. Nothing in the foregoing sentences shall preclude Contractor from billing an Enrollee for non-Covered Services.

5.2.2 Except for Copayments and charges for appropriate non-Covered Services, Contractor shall not hold any Enrollee financially responsible for services provided by Contractor hereunder. Contractor shall accept payment from VCHCP hereunder as payment in full for all services rendered to Enrollees pursuant to this Agreement. Contractor agrees, and shall cause any agents, trustees or assignees of Contractor to agree, not to maintain any action at law or in equity against an Enrollee to collect sums that are owed by VCHCP under this Agreement, even if VCHCP fails to pay, becomes insolvent or otherwise breaches the terms or conditions of this Agreement.

5.2.3 Contractor agrees that VCHCP retains lien rights for recovery of money payable to or on behalf of an Enrollee from third parties for services rendered hereunder and that Contractor shall not assert against the Enrollee any statutory or other lien rights that may exist. The provisions of this section 5.2 shall survive termination of this Agreement whether by rescission or otherwise.

5.3 Coordination of Benefits.

5.3.1 If, prior to VCHCP's payment to Contractor for Covered Services rendered to an Enrollee, it is determined that the Enrollee has coverage for such services through another party ("Other Carrier"), and such Other Carrier is primarily responsible for the Enrollee's medical coverage, Contractor shall bill the Other Carrier for such services before seeking payment from VCHCP.

5.3.2 VCHCP shall then pay Contractor the lesser of: (a) the balance, less any applicable Copayment, of the applicable payment rate listed in Exhibit C remaining after Contractor has been paid by the Other Carrier; or (b) the applicable payment rate listed in Exhibit C. In no event, however, shall VCHCP be required to pay Contractor any amount for such services if the total received from the Other Carrier for such services exceeds the applicable payment rate set forth in Exhibit C.

5.3.3 If the above-described coverage of an Other Carrier is discovered after VCHCP has paid Contractor for Covered Services rendered to an Enrollee, Contractor shall obtain reimbursement from such Other Carrier, and remit to VCHCP any amount that exceeds the amount VCHCP is liable to pay Contractor under this section 5.3.

5.4 Surcharges. Contractor agrees not to require or accept any Surcharge from an Enrollee (or from anyone on an Enrollee's behalf) for the Covered Services. Whenever VCHCP receives notice of any such Surcharge, VCHCP shall take appropriate action and Contractor shall fully cooperate in such action. In addition, Contractor shall promptly report to VCHCP, in writing, all Surcharges and Copayment moneys paid to Contractor by Enrollees (or on behalf of Enrollees).

ARTICLE 6 RELATIONSHIP OF PARTIES

6.1 Independent Entities. The relationship between VCHCP and Contractor is that of independent contractors. Nothing contained in this Agreement, including, without

limitation, the payment provisions hereof, shall be deemed or construed to create any partnership, joint venture or other relationship between them, nor shall any of their respective employees be construed or deemed to be agents, employees or representatives of the other. The relationship between Contractor and Enrollee is that of health care provider and patient.

6.2 Solicitation. Nothing contained herein shall be construed as an arrangement or an agreement for solicitation of patients by VCHCP for Contractor, nor shall VCHCP be required to advertise or promote Contractor.

6.3 Prohibited Interference with Enrollment Relationships. Contractor shall not encourage or seek to have an Enrollee disenroll from VCHCP and/or enroll in another health maintenance organization, health care service plan or other managed care plan and/or interfere with the enrollment of any person in VCHCP.

6.4 Non-Exclusivity. This Agreement is non-exclusive in nature and either party is free to enter into relationships with other persons or entities providing health care services in the same market area provided such other relationships do not interfere with the performance of that party's duties under this Agreement. VCHCP expressly reserves the right to enter into agreements similar to this Agreement with other providers in order to obtain services for Enrollees.

6.5 Responsibility for Own Acts. VCHCP shall not be responsible or liable for Contractor's acts or omissions. Contractor shall not be responsible or liable for the acts or omissions of VCHCP.

6.6 Provider Directory. Contractor agrees that VCHCP may list the name, address, telephone number, language(s) spoken, and Specialty of Contractor and each member of its Professional Staff in its Provider Directory. Contractor shall notify VCHCP of any changes in the name and location of the Facilities, hours, or its capability to continue to render Covered Services to new or existing Enrollees, thirty (30) days in advance of the change, or where not possible or for reasons out of the Contractor's control, within five (5) business days of the change.

6.7 Compliance with HIPAA

6.7.1 The parties acknowledge the existence of HIPAA, including the Administrative Simplification Provisions of HIPAA, as codified at 42 U.S.C. section 1320d *et seq.*, the HITECH Act, and any current and future regulations promulgated under the HITECH Act or HIPAA, collectively referred to as "HIPAA Requirements." Contractor agrees that it is a "covered entity" under HIPAA and shall comply with all applicable provisions of HIPAA, and shall not disclose any Protected Health Information, except as permitted or required by the HIPAA Requirements and the terms of this Agreement. Contractor agrees to take the steps necessary to preserve the confidentiality, privacy and security of Enrollee's Protected Health Information, internally and externally, including, but not limited to, the training of its staff and the establishment of proper procedures for the release

of such information, and the use of appropriate consents and authorizations specified under HIPAA.

6.7.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that VCHCP has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and shall not in any way rely, on VCHCP for legal advice or other representations with respect to Contractor's obligations under HIPAA. Contractor shall independently seek its own counsel and take the necessary measures to comply with HIPAA and its implementing regulations.

6.7.3 Both parties shall comply with all applicable State health information privacy and security laws applicable to Personally Identifiable Information, including but not limited to the Confidentiality of Medical Information Act, the California Insurance Information and Privacy Protection Act and the Information Practices Act.

ARTICLE 7 INSURANCE AND INDEMNIFICATION

7.1 Insurance.

7.1.1 If Contractor has employees, Contractor shall maintain a program of Worker's Compensation insurance or a State approved self-insurance program in an amount and form that meets all applicable requirements of the State Labor Code, including employer's liability with coverage limits of at least two hundred fifty thousand dollars (\$250,000.00), covering all persons performing any services for Contractor and all risks to such persons under this Agreement.

7.1.2 Contractor shall maintain errors and omissions insurance with coverage limits of at least one million dollars (\$1,000,000.00) for Contractor and all applicable members of the Professional Staff.

7.1.3 Contractor shall provide VCHCP with certificates of insurance for all required coverages, upon request. Each policy shall be primary and noncontributing with any insurance or self-insurance program carried or administered by County, and shall provide that VCHCP shall be given at least sixty (60) days written notice prior to any cancellation, non-renewal or reduction in scope of coverage under such policy. VCHCP shall have the right to terminate this Agreement for material breach in the event of any cancellation of or reduction in any coverage required hereunder, or any other material change therein.

7.1.4 In the event Contractor ceases to conduct business, or cancels its general liability policy, maintain coverage with the minimum limit(s) set forth in this Article 7, covering potential liability claims arising out of the provision of Provider Services to Enrollees during the term of this Agreement. The provisions of this section 7.1.4 shall survive termination of this Agreement, whether by rescission or otherwise.

7.2 Indemnification. Contractor shall indemnify, defend and save harmless County, its

agents, officers and employees from and against any and all liability (including defense costs and reasonable attorney fees) to third parties and claims for damages asserted by third parties of any nature whatsoever arising out of the performance of this Agreement, including, but not limited to those resulting from Contractor's negligent acts or omissions, except for: (a) liabilities and claims for damages (including reasonable attorney fees) resulting from Contractor's professional negligence which are paid by Contractor's professional liability insurance carrier; and (b) liabilities and claims for damages (including reasonable attorney fees) caused by County's negligence or willful misconduct in the performance of this Agreement.

ARTICLE 8 TERM AND TERMINATION

8.1 Term. Subject to receipt of all necessary budgetary approvals from the County Board of Supervisors, this Agreement shall commence on the Effective Date and shall remain in effect for twelve (12) months from that date unless terminated by either party, as provided herein. Thereafter, subject to receipt of all necessary budgetary approvals from the County Board of Supervisors, this Agreement shall continue in effect from year to year, until terminated pursuant to the terms hereof.

8.2 Termination.

8.2.1 Either party may terminate this Agreement if the other party has materially breached any of its obligations under this Agreement, or has encountered circumstances giving rise to termination rights as described elsewhere in this Agreement, provided that the terminating party provides the other party with written notice of termination setting forth the alleged breach. The party receiving such notice shall have a thirty (30) day period to cure the alleged breach, such thirty (30) day cure period commencing on the date of receipt of such notice. This Agreement shall terminate automatically on the last day of the cure period unless the breach has been cured to the reasonable satisfaction of the terminating party by such date.

8.2.2 Either party may terminate this Agreement after the first contract year of the Agreement, at any time, with or without cause, by giving at least ninety (90) days' prior written notice to the other party.

8.2.3 Contractor may terminate this Agreement immediately upon written notice to VCHCP in the event of VCHCP's loss of licensure as a health care service plan pursuant to the Knox-Keene Act and the Regulations.

8.2.4 VCHCP shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event of the:

- (a) revocation, suspension, limitation or expiration of the medical license or other professional license or DEA permit of Contractor or a Professional Staff member;
- (b) conviction of Contractor or a Professional Staff member of a felony or misdemeanor which reflects on his or her ability to practice his or her profession;
- (c) failure of Contractor or a Professional Staff member to comply

with VCHCP's QA/UR Program requirements or to meet VCHCP's credentialing requirements;

(d) commission by Contractor or a Professional Staff member of fraud, misrepresentation or deception in connection with this Agreement, or the knowing permission by Contractor or a Professional Staff member of such fraud, misrepresentation or deception by any other person in connection with this Agreement;

(e) negligence of Contractor or a Professional Staff member in the provision of services to Enrollees pursuant to this Agreement; or

(f) determination by VCHCP that the health or safety of Enrollees may be jeopardized if this Agreement remains in effect.

8.2.5 Upon termination of this Agreement, VCHCP and not Contractor shall notify Enrollees then receiving services from Contractor of the effective date of termination.

8.2.6 Termination of this Agreement shall not release Contractor or VCHCP from their respective obligations accruing hereunder prior to the effective date of termination, or that survive the termination hereof.

8.3 Continuing Care.

8.3.1 Upon termination of this Agreement, VCHCP, and not Contractor, shall be financially responsible for services rendered by Contractor (excluding Copayments) to an Enrollee who retains eligibility under a Subscriber Agreement, or by operation of law, and who is under the care of Contractor at the time of such termination, until the services being rendered to the Enrollee by Contractor are completed, or VCHCP makes reasonable and medically appropriate provisions for the assumption of such services by another provider, whichever first occurs. An Enrollee may have the right to the benefit of completion of care with Contractor for certain specified medical conditions described in Health and Safety Code section 1373.96. The Enrollee must make a specific request to continue under the care of Contractor. VCHCP is not required to continue an Enrollee's care with Contractor if the Enrollee is found to not be eligible under VCHCP's policy or if VCHCP cannot reach an agreement for payment of services by the terminated Contractor.

8.3.2 VCHCP shall compensate Contractor for services provided to any such Enrollee following the termination date, as applicable, in accordance with the compensation provisions of this Agreement and the rates set forth in Exhibit C. Payment shall comply with Health and Safety Code sections 1373.96(d)(1) and 1373.96(d)(2). The amount of, and the requirement for payment of, Copayments during the period of completion of Covered Services by Contractor are the same as would be paid by the Enrollee if receiving care from a provider currently contracting with or employed by VCHCP.

ARTICLE 9 GENERAL PROVISIONS

9.1 Amendment.

9.1.1 Except as provided herein, no amendments or modifications to this

Agreement shall be valid unless made in writing and signed by both Contractor and VCHCP, and unless any required regulatory approvals are obtained.

9.1.2 VCHCP may amend this Agreement at any time in order to comply with any legal requirements or requirements of a private sector accreditation organization, as reasonably interpreted by VCHCP. VCHCP shall notify Contractor of such legally required modification. Such amendment shall be effective upon written notice to Contractor, and shall not require Contractor's written consent.

9.1.3 If VCHCP materially amends the Provider Operations Manual or a policy or procedure referenced in the Agreement, VCHCP will provide at least forty-five (45) business days' notice to Contractor and Contractor will have the right to negotiate and agree to the change. If the parties cannot agree to the Provider Operations Manual modification, Contractor will have the right to terminate the Agreement prior to the implementation of the Provider Operations Manual modification.

9.1.4 VCHCP may amend a material term of this Agreement by providing a minimum of forty-five (45) business days' notice of its intent to change a material term of this Agreement. Contractor shall have the right to negotiate and agree to the change. If the parties cannot agree to the amendment Contractor will have the right to terminate the Agreement prior to the implementation of the amendment. The material change shall become effective on the date specified in the notice if the Contractor does not exercise its right to negotiate or does not provide timely notice of its intent to terminate as described above. The parties may agree to the material change at any time during the forty-five (45) business day period by mutual written agreement.

9.2 Governing Law. All matters between the parties or otherwise relating to this Agreement, including, without limitation, matters of validity, construction, effect and performance, shall be governed by and construed in accordance with the internal laws of the State, without regard to any conflict of laws provisions contained therein.

9.3 Health Plan Regulation. VCHCP is subject to the requirements of various health plan statutes and regulations, including, without limitation, the Knox-Keene Act and the Regulations, and may be subject to the ACA. Any provision required to be in the Agreement by any of the above shall be binding on the parties whether or not specifically set forth herein.

9.4 Notices. Any notice to be given by either party to the other in connection with this Agreement shall be in writing and shall be effected by personal delivery, by mail, registered or certified, postage prepaid, with return receipt requested, or by facsimile. Notices shall be delivered to the applicable party at the address listed on the signature page of this Agreement, or to such other address as shall be furnished in writing by one party to the other from time to time in accordance with the provisions of this section. Notices delivered personally shall be deemed communicated as of actual receipt, facsimile transmitted notices shall be deemed communicated as of verbal confirmation with the recipient, and mailed notices shall be deemed communicated as of two (2) days after deposit in the U.S. Mail, as provided above.

9.5 Assignment; Binding Nature. Contractor shall not assign this Agreement, or delegate any of its obligations hereunder, without the prior written consent of VCHCP. Subject to the forgoing, this Agreement shall be binding on, and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

9.6 Remedies. None of the remedies set forth in this Agreement is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.7 Entire Agreement. This Agreement, the Exhibits, the Provider Operations Manual and any other documents or agreements delivered in connection with this Agreement or referred to herein, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior letters of understanding, agreements, understandings, discussions, negotiations and commitments of any kind relating to such subject matter.

9.8 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.9 Headings. The section and article headings contained in this Agreement are included for convenience only, and shall not be used in the construction hereof.

9.10 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

9.11 Severability. If any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part hereof.

9.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.13 Compliance with Laws and Regulations. All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of VCHCP in connection with this Agreement or otherwise, to induce or to influence referrals by or from Contractor or any member of the Professional Staff. In dealing with patients and in connection with any patient referrals or hospital admissions Contractor and members of the Professional Staff are expected and required to act in accordance with the highest professional ethical

standards, in accordance with applicable laws, and in the best interests of the patient. Neither Contractor's or the Professional Staff member's compensation, nor any other consideration or remuneration, to Contractor or any member of the Professional Staff, or any family member of same, currently or in the future, is or will be based on any expectation of referrals, or on Contractor's or a Professional Staff member's making or not making referrals to any particular person, entity or facility.

9.14 Conflict of Interest. Contractor represents that Contractor and Professional Staff (i) do not, and will not throughout the term of the Agreement, have any direct or indirect interest that may present a conflict with the performance of the obligation of Contractor or Professional Staff under the Agreement, and (ii) will comply with all VCHCP policies regarding conflict of interest and ethical standards. Contractor further represents that Contractor is not aware of any basis for potential violations by Contractor or the Professional Staff of the laws, rules and regulation governing referrals that are required for the provision of the Covered Services, including federal and State anti-kickback and anti-self-referral laws, rules and regulations. Contractor agrees to take the actions necessary to assure that any of its activities are not improperly influenced by a conflict of interest, if Contractor or VCHCP identifies that such a conflict exists.

9.15 Administration. The County Health Care Agency Director, or his or her designee, shall administer this Agreement on behalf of VCHCP.

9.16 Provider Dispute Resolution Mechanism ("PDRM"). VCHCP maintains a fast, fair and cost effective PDRM, as required by the Regulations, to process and resolve contracted and non-contracted provider disputes. A Contractor who submits a clean Claim dispute involving an issue of medical necessity or utilization review shall have an unconditional right to appeal that Claim to VCHCP's dispute resolution process for a de novo review and resolution for a period of sixty (60) working days from the date of determination. VCHCP and Contractor agree to resolve all disputes of Contractor against VCHCP in accordance with the PDRM. The PDRM is included in the Provider Operations Manual. Providers may obtain a copy of or access the PDRM by contacting VCHCP's (Member/Provider Services) Department by telephone at (805) 981-5050, by facsimile at (805) 981-5051, or by mail addressed to 2220 E. Gonzales Rd. 210-B, Oxnard, CA 93036.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

FOR CONTRACTOR:

Name: _____

Title: _____

Signature: _____

Date: _____

Business Address: _____

Attn: _____

Phone: _____

FAX: _____

Tax Identification Number: _____

FOR COUNTY:

Name: William T. Foley

Title: Health Care Agency Director

Signature: _____

Date: _____

Business Address:

Ventura County Health Care Plan
2220 E. Gonzales Road, # 210-B
Oxnard, California 93036
Attn: Contracts Manager
Phone: (805) 981-5014
Fax: (805) 981-5051

EXHIBIT A
PROVIDER SERVICES & BILLING

- I. SERVICES – INCLUDE. Services to be provided include all professionally recognized and Medically Necessary Covered Services.
- II. SERVICES – EXCLUDE. Excluded services are those services that are outside of Contractor’s scope of practice, not Medically Necessary, and not a Covered Service.
- III. PRECERTIFICATION REQUIREMENTS. Services rendered are to be performed within the guidelines established by VCHCP for authorization that are accessible online at www.vchealthcareplan.org located under “Provider Connection,” under “Health Services Approval Process” which identifies VCHCP’s “Prior Authorization Process” and “Services Requiring Prior Authorization”.
- IV. BILLING. All services are to be billed using the current Centers for Medicare and Medicaid Services approved and HIPAA compliant billing format, electronic or otherwise, utilizing current diagnosis (ICD) and billing (CPT) coding.
- V. MID-LEVEL PROVIDERS. Services provided by licensed nurse practitioners (NP) and/or physician assistants (PA) are to be billed in accord with Medicare guidelines which require the NP or PA identification information to appear on the Claim.

EXHIBIT B BENEFIT PLANS

This Agreement is for the provision of Covered Services to Enrollees of the following health benefit plans:

- I. All commercial benefit plans as approved by VCHCP.
- II. All State-sponsored programs assigned by the Ventura County Health Care Agency to VCHCP.

**EXHIBIT C
COMPENSATION**

VCHCP shall pay Contractor the following amount as payment for Covered Services provided under this Agreement: [REDACTED]

The amount of payment from VCHCP will be the allowable amount less Enrollee's Copayment, if any.

Exhibit D Facilities/Billing - Demographic Location Information

Please indicate the facility's main office, mailing, payment and contact information by completing the appropriate information and checking one or more address types.

Address #1: Primary Office Mailing

Facility /Organization Name:

Street Address:

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Website (if applicable): _____

Office Administrator/Manager: _____ Office Administrator/Manager Email: _____

Hours for Patient Care:	Mon.	Tues.	Wed.	Th.	Fri.	Sat.
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Address #2: Primary Office Mailing Secondary

Facility /Organization Name:

Street Address:

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Website (if applicable): _____

Office Administrator/Manager: _____ Office Administrator/Manager Email: _____

Payment/Billing Information

Provide a copy of the billing W-9 form.

Reporting Name:

DBA:

Remittance Address:

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone Number: _____

Federal Tax ID Number: _____ Facility NPI: _____

EXHIBIT E

Specialty
Ambulatory Surgery Center