AGREEMENT FOR THE PROVISION OF COMPREHENSIVE INPATIENT HOSPITAL SERVICES, EMERGENCY CARE, AND OUTPATIENT CLINIC SERVICES

THIS AGREEMENT is made and entered into this 20th day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER, a California non-profit public benefit corporation, d.b.a. COMMUNITY MEDICAL CENTERS "CMC", whose address is 7370 N. Palm Ave., Fresno, CA 93711. COUNTY and CMC are referred to herein, collectively, as "Parties", or "Party" individually.

W I T N E S S E T H:

WHEREAS, the COUNTY is responsible for the provision of medical services necessary to avoid suffering or endangerment to life or health to indigent lawful residents of the COUNTY, who are not otherwise relieved by their family and friends, by their own means or by state hospitals or other state or private institutions under Welfare and Institutions Code Section 17000, and thereby has adopted and directly administers a Medically Indigent Service Program "MISP", (attached hereto as Exhibit 1 and incorporated by this reference, herein) for eligible individuals hereinafter referred to as "MISP beneficiary" or "MISP beneficiaries"; and

WHEREAS, the COUNTY desires to make available to MISP beneficiaries comprehensive inpatient hospital services, emergency care, and outpatient clinic services "Hospital and Clinic Services" provided in Exhibit 2, (attached hereto and incorporated by this reference, herein); and

WHEREAS, CMC, including its affiliated hospitals and facilities listed in Exhibit 3, (attached hereto and incorporated by this reference, herein) desire to provide Hospital and Clinic Services, identified in Exhibit 2, herein, and;

Now, therefore, COUNTY and CMC, in consideration of the covenants, terms, and conditions herein contained, the parties hereto agree as follows:

1. RESPONSIBILITIES OF CMC

A. Comprehensive Inpatient Hospital Services: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall exclusively perform non-emergent comprehensive inpatient hospital

services, identified in Exhibit 2, to any MISP beneficiaries who do not qualify for Medi-Cal and are in need of such service/s to avoid suffering or endangerment to life or health in exchange for COUNTY'S payment under Section 3, Compensation and Invoicing below. CMC, including its affiliated hospitals and facilities in Exhibit 3, shall not perform any non-emergent comprehensive inpatient hospital services to any MISP beneficiary until the COUNTY'S Department of Public Health "DPH" Director, or his/her designee, DPH's MISP Administrator, or third-party vendor confirms to CMC in writing or through the COUNTY'S electronic health tracking system (to which CMC shall have read-only access), that such person is currently enrolled in the COUNTY'S MISP.

B. Standard of Medical Care: CMC, including its affiliated hospitals and facilities in Exhibit 3, must perform comprehensive inpatient hospital services in Exhibit 2, in accordance with acceptable medical standards within Fresno County, California.

C. Licenses and Certification: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall provide only qualified personnel who are credentialed and maintain all required licenses, certificates and board registrations necessary for the provision of services under this Agreement, for each particular specialty/area each employee practices, required by the laws and regulations of the Federal, State of California, and/or local governments, including any other applicable government agency or non-profit organization, throughout the Term of this Agreement as set forth in Section 4, A, below.

D. Emergency Care Not Comprehensive Inpatient Hospital Services: CMC, including its affiliated hospitals and facilities in Exhibit 3, acknowledge and agree that emergency care means:

1) A medical condition (including emergency labor and delivery) manifesting itself by acute symptoms of sufficient severity, including sever pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

a. Placing the patient's health in serious jeopardy;

b. Serious impairment to bodily functions; or

c. Serious dysfunction to any bodily organ or part.

(Welfare & Institutions Code, §14007.5, subdivision (d); 22 C.C.R. §51056, subdivision (b); 42 U.S.C.

§1396b, subdivision (v)(3); and 42 C.F.R. §440.255)

In addition, CMC, including its affiliated hospitals and facilities in Exhibit 3, acknowledge and agree that emergency care is not considered comprehensive inpatient hospital services, identified in Exhibit 2.

E. Emergency Care Services: CMC acknowledges that it is obligated to provide emergency care services in accordance with the Emergency Medical Treatment and Active Labor Act "EMTALA" (42 U.S.C. §1395dd). Separate and apart from CMC's EMTALA responsibilities, CMC, including its affiliated hospitals and facilities in Exhibit 3, will only be eligible to receive compensation from COUNTY for providing emergency care under Section 3, herein:

1) After they first seek reimbursement for individuals who qualify for Medi-Cal or Restricted Medical;

2) The person who receives emergency care, or the person's authorized agent, applies for MISP no later than thirty (30) calendar days from the first date he/she receives the care (in accordance with the "Certification Period" in the MISP, Exhibit 1; and

3) The COUNTY determines that such person would have qualified as a MISP beneficiary at the time the emergency care was provided under the eligibility requirements within Exhibit 1. No authorization is required prior to the provision of emergency care services.

F. Medi-Care/Medi-Cal Certification and Accreditation: CMC, including its affiliated hospitals and facilities in Exhibit 3, acknowledge that they are certified to participate in the Medicare and Medi-Cal (MAGI and Non-MAGI) programs under Titles XVIII and XIX of the Social Security Act, and will continue to participate in the Medicare and Medi-Cal (MAGI and Non-MAGI) programs throughout the Term set forth under Section 4, A, below. In addition, CMC, including its affiliated hospitals and facilities in Exhibit 3, acknowledge that they are accredited by the Joint Commission or other widely recognized accrediting body.

G. Primary Care/Specialty Professional Medical Services: CMC, including its affiliated hospitals and facilities in Exhibit 3, acknowledge and agree that this Agreement is only for the provision of Hospital and Clinic Services identified in Exhibit 2, herein, and not for the provision of primary care or specialty professional medical services. Therefore, no compensation shall be provided to CMC,

including its affiliated hospitals and facilities in Exhibit 3, for any provision of primary care or professional medical services under Section 3, below, unless otherwise mutually agreed to in writing by COUNTY'S DPH Director and CMC as noted in Exhibit 2. Notwithstanding the above, COUNTY recognizes that CMC does bill for limited professional services provided within the hospital; professional services related to reading of Electrocardiogram and Pulmonology services. COUNTY will pay for said services, if provided within the course of receiving covered services at CMC and if billed by CMC.

H. Referral of Primary and/or Specialty Professional Medical Services: To the extent CMC, or any of its affiliated hospitals in Exhibit 3, determine that an MISP beneficiary needs primary and/or specialty professional medical service/s that is not specifically noted in Exhibit 2 or has not specifically been mutually agreed upon prior to provision of said medical service as noted in Exhibit 2, and is determined to be an MISP covered service, CMC or its affiliated hospitals in Exhibit 3, shall refer the MISP beneficiary to the appropriate COUNTY MISP-contracted provider group to obtain such necessary service/s.

I. Facilities: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall, at their own expense, provide and maintain all necessary facilities to perform the services under this Agreement. MISP services shall be solely provided at CMC and its affiliated hospitals and facilities in Exhibit 3, but may be provided at other CMC facilities within Fresno County as determined by CMC and as agreed upon by the COUNTY'S DPH Director.

J. Outpatient Clinic Facilities: Only to the extent medically necessary, CMC shall provide, maintain, and make accessible adequate outpatient clinic facilities to MISP beneficiaries. COUNTY shall compensate CMC for each visit an MISP beneficiary makes to an outpatient clinic facility in accordance with Section 3 below.

K. Equipment and Supplies: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall, at their own expense, provide the necessary medical equipment, supplies, and pharmaceuticals when providing Hospital and Clinic Services, herein, to the extent permitted under Sections 1, D, and 1, E, above.

L. Financing: Except for compensation under Section 3 below, CMC shall, at their own expense, be responsible for financing their operation and capital expenses and cash flow

requirements in providing services herein.

M. No Right to Select MISP Beneficiaries: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall not have the right to select the persons who may enroll in the COUNTY'S MISP.

N. Multilingual Services: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall maintain an appropriate capability for communicating with MISP beneficiaries who are hearing impaired, non-English speaking and/or limited English speaking to the extent required by law and to the extent reasonably required to provide such Hospital and Clinic Services.

O. No Treatment Permitted: CMC, including its affiliated hospitals and facilities in Exhibit 3, shall not provide treatment to any person under this Agreement if such person:

1) Is not a MISP beneficiary;

2) Is not in need of Hospital and Clinic Services, to include emergency care to avoid suffering or endangerment to his/her life or health, as provided in Exhibit 2;

3) Seeks a medical service that has not been mutually agreed upon in writing between CMC and COUNTY'S DPH Director, and that is a Medi-Cal covered service; or

4) Seeks a medical service prohibited under the MISP, Exhibit 1.

P. Compliance with Legal Requirements: In providing Hospital and Clinic Services, as set forth in Exhibit 2, including emergency care as set forth in Sections 1, D and 1, E above, CMC, and its affiliated hospitals in Exhibit 3, shall provide such services and facilities in accordance with all applicable laws and regulations of the Federal, State of California and local governments, including, but not limited to, any binding relevant case law.

2. RESPONSIBILITIES OF COUNTY

A. Administrative Services: Throughout the Term of this Agreement set forth in Section 4, A, COUNTY will be solely responsible for determining who is eligible to enroll in MISP (see MISP criteria, Exhibit 1). In doing so, COUNTY shall enroll persons in MISP either through its electronic health tracking system or through a third-party vendor. COUNTY shall provide CMC, and its affiliated hospitals in Exhibit 3, with read-only access to its electronic health tracking system, shall provide CMC with the contact information for the DPH MISP Administrator and/or third-party vendor so that CMC (or

its affiliated hospitals in Exhibit 3) may verify who is currently enrolled in MISP prior to conducting non-emergency Hospital and Clinic Services, herein, or after conducting emergency services, herein. For purposes of this Agreement, COUNTY'S DPH Director, or his/her designee, DPH's MISP Administrator, or third-party vendor shall confirm in writing or through the COUNTY'S electronic health tracking system, to CMC whether a person is currently an MISP beneficiary who would qualify for MISP-covered services under Exhibit 1.

B. Emergency Care: In the event CMC, or its affiliated hospitals in Exhibit 3, determine that a person does not qualify for Medi-Cal or Restricted Medi-Cal, but CMC, or its affiliated hospitals in Exhibit 3, perform emergency care, as defined in Section 1, D above, to such person, CMC or its affiliated hospitals in Exhibit 3, shall inform COUNTY'S DPH Director, or his/her designee, about performing such emergency care. In addition, the person receiving such emergency care shall submit an MISP application to COUNTY within thirty (30) calendar days of the first day he/she receives such care. COUNTY'S DPH Director, or his/her designee, shall promptly thereafter determine whether such person would have qualified for MISP (under Exhibit 1) at the time he/she received such emergency care, COUNTY shall inform CMC in writing and compensate CMC, or its affiliated hospitals under Exhibit 3, for providing such service in accordance with Section 3 below.

3. COMPENSATION AND INVOICING

A. CMC's Reimbursement for Comprehensive Inpatient Hospital and Outpatient Clinic Services:

1) Negotiated Service Rates: For the Term of this Agreement set forth in Section 4, A, comprehensive inpatient hospital and outpatient clinic services rendered hereunder by CMC, or its affiliated hospitals under Exhibit 3, to MISP beneficiaries shall be reimbursed according to the negotiated fee for service rates in Exhibits 4 and 4-A, attached hereto and incorporated by this reference, herein.

2) Share of MISP Beneficiary Cost will be Deducted: MISP beneficiaries between the income range of 139% to 224% of the federal poverty level as set forth in the COUNTY'S MISP, Exhibit 1 and who meet the other MISP eligibility criteria, are permitted to obtain necessary comprehensive inpatient hospital and outpatient clinic services under the MISP, if they pay for a certain

share of the cost as set forth in the COUNTY'S MISP (see Pages 5 to 6 in Exhibit 1). CMC, or its affiliated hospitals in Exhibit 3, shall be responsible to obtain the MISP beneficiaries share of cost, if it provides comprehensive inpatient hospital and outpatient clinic services to MISP beneficiaries, herein. COUNTY shall deduct the MISP beneficiaries' share of cost from invoices provided by CMC, or its affiliated hospitals in Exhibit 3, under this Agreement.

3) Compensation Contingencies: CMC, and its affiliated hospitals under Exhibit 3 herein, shall only be entitled to reimbursement for comprehensive inpatient hospital and outpatient clinic services under these Sections 3, A, 1); 3, A, 2); and 3, A, 3) if:

a. The comprehensive inpatient hospital and outpatient clinic services provided to MISP beneficiaries are medically necessary to avoid suffering or endangerment to life or health;

b. Prior to providing comprehensive inpatient hospital and outpatient clinic services, they are notified by COUNTY in writing or through COUNTY'S electronic health tracking system that the person to receive such service is enrolled in the MISP and, therefore, qualified to receive such care; and

c. The MISP beneficiary does not qualify for Medi-Cal.

If prior written authorization for services has been provided by COUNTY to CMC, or other MISP-contracted provider group, payment shall not be subsequently denied based upon MISP eligibility. Verification of eligibility in accordance with subsection 3, A, 3), b above is deemed to constitute authorization to provide services.

B. CMC's Reimbursement for Emergency Care:

1) Negotiated Service Rates: For the Term of this Agreement set forth in Section 4, A below, emergency care rendered hereunder by CMC, or its affiliated hospitals under Exhibit 3, to MISP beneficiaries shall be reimbursed according to the negotiated rates in Exhibits 4 and 4-A, (attached hereto and incorporated by this reference, herein).

2) Share of MISP Beneficiary Cost will be Deducted: MISP beneficiaries between the income range of 139% to 224%of the federal poverty level (and who meet the other MISP eligibility criteria) are permitted to obtain emergency care under the MISP if they pay for a certain share

of the cost as set forth in the COUNTY'S MISP (see Pages 5 to 6 in Exhibit 1). CMC, or its affiliated hospitals in Exhibit 3, shall be responsible to obtain the MISP beneficiaries share of cost, if it provides emergency care to MISP beneficiaries, herein. COUNTY shall deduct the MISP beneficiaries' share of cost from invoices provided by CMC, or its affiliated hospitals in Exhibit 3, under this Agreement.

3) Compensation Contingencies: CMC, and its affiliated hospitals under Exhibit 3, herein, shall only be entitled to reimbursement for emergency care under this Section 3, B if:

a. The person who received emergency care, or his/her authorized agent, applies for MISP no later than thirty (30) calendar days from the first date he/she receives emergency care (in accordance with the "Certification Period") in the MISP, Exhibit 1; and

b. The COUNTY determines that such person would have qualified to enroll in MISP at the time the emergency care was provided under the MISP eligibility requirements in Exhibit 1.

C. CMC's Reimbursement for Outpatient Clinic Services: In the event a treating physician, CMC, or its affiliated hospitals in Exhibit 3, determine that an MISP beneficiary will need to visit a CMC outpatient clinic facility to obtain medical services herein, COUNTY shall reimburse CMC according to the negotiated rate identified in Exhibit 4, attached hereto and incorporated by this reference, herein.

D. Maximum Compensation: In no event shall total compensation and any other payment for any service performed under this Agreement be in excess of Seven Million, Forty-Three Thousand, One Hundred Ninety-Six Dollars ($7,043,196) for the entire three (3) year period of this Agreement. CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the base three (3) year period, so that COUNTY may take necessary action to either amend this Agreement to increase the maximum compensation limits herein or terminate this Agreement pursuant to Section 4, A, below.

1) If this Agreement is extended for an additional one (1) year period after the first three (3) years of this Agreement, pursuant to Section 4, A, below, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of

Nine Million, Three Hundred Ninety Thousand, Nine Hundred Twenty-Eight Dollars ($9,390,928) for the entire four (4) year period of this Agreement. If this Agreement is extended for an additional one (1) year period after the first three (3) years of this Agreement, pursuant to Section 4, A, below, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the four (4) year period of the Agreement.

2) If this Agreement is extended for an additional one (1) year period after the first four (4) years of this Agreement, pursuant to Section 4, A, below, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of Eleven Million, Seven Hundred Thirty-Eight Thousand, Six Hundred Sixty Dollars ($11,738,660) for the entire five (5) year period of this Agreement. If this Agreement is extended for an additional one (1) year period after the first four (4) years of this Agreement, pursuant to Section 4, A, below, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the five (5) year period of the Agreement.

3) If this Agreement is extended for an Additional one (1) year period after the first five (5) years of this Agreement, pursuant to Section 4, A, below, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of Fourteen Million, Eighty-Six Thousand, Three Hundred Ninety-Two Dollars ($14,086,392) for the entire six (6) year period of this Agreement. If this Agreement is extended for an additional one (1) year period after the first five (5) years of this Agreement, pursuant to Section 4, A, below, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the six (6) year period of the Agreement.

4) If this Agreement is extended for an Additional one (1) year period after the first six (6) years of this Agreement, pursuant to Section 4, A, below, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of Sixteen Million, Four Hundred Thirty-Four Thousand, One Hundred Twenty-Four Dollars ($16,434,124)

for the entire seven (7) year period of this Agreement. If this Agreement is extended for an additional one (1) year period after the first six (6) years of this Agreement, pursuant to Section 4, A, below, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the seven (7) year period of the Agreement.

5) If this Agreement is extended for an Additional one (1) year period after the first seven (7) years of this Agreement, pursuant to Section 4, A, below, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of Eighteen Million, Seven Hundred Eighty-One Thousand, Eight Hundred Fifty-Six Dollars ($18,781,856) for the entire eight (8) year period of this Agreement. If this Agreement is extended for an additional one (1) year period after the first seven (7) years of this Agreement, pursuant to Section 4, A, below, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the eight (8) year period of the Agreement.

6) If this Agreement is extended for an Additional one (1) year period after the first eight (8) years of this Agreement, pursuant to Section 4, A, below,, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of Twenty-One Million, One Hundred Twenty-Nine Thousand, Five Hundred Eighty-Eight Dollars ($21,129,588) for the entire nine (9) year period of this Agreement. If this Agreement is extended for an additional one (1) year period after the first eight (8) years of this Agreement, pursuant to Section 4, A, below, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the nine (9) year period of the Agreement.

7) If this Agreement is extended for an Additional one (1) year period after the first nine (9) years of this Agreement, pursuant to Section 4, A, below,, in no event shall total compensation and any other payment for the services performed under this Agreement be in excess of Twenty-Three Million, Four Hundred Seventy-Seven Thousand, Three Hundred Twenty Dollars ($23,477,320) for the entire ten (10) year period of this Agreement. If this Agreement is extended for an

additional one (1) year period after the first nine (9) years of this Agreement, pursuant to Section 4, A, below,, CMC agrees to provide COUNTY with written notice, in accordance with Section 11 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum compensation limit for the ten (10) year period of the Agreement.

E. Invoicing: After CMC, or its affiliated hospitals in Exhibit 3, render Hospital and Clinic Services (or other medical service that has been mutually agreed to in writing by COUNTY'S DPH Director and CMC as noted in Exhibit 2) to MISP beneficiaries, and meet the contingencies in Sections 3, A – 3, C, herein, to obtain such compensation, CMC, or its affiliated hospitals in Exhibit 3, herein, shall submit to COUNTY invoices that contain:

1) The Agreement Number assigned by COUNTY to this Agreement;

2) The Account Number, if any, assigned by COUNTY;

3) The date/s of service;

4) Full and complete descriptions of each service provided, as provided in accordance with industry billing standards;

5) The cost/charge of each service provided per Exhibits 4 and 4-A;

6) The codes utilized to determine services provided;

7) The number of visits to each outpatient clinic, facility and dates of visit, if any; and

8) The name, date of birth, MISP Number, and current contact information of the MISP beneficiary who received such services.

Claims shall be submitted to COUNTY electronically or on a UB or HCFA-1500 billing form in accordance with industry standards.

CMC, or its affiliated hospitals in Exhibit 3, agree to submit invoices/claims to COUNTY for services referred under this Agreement no later than ninety (90) days after the service was delivered or ninety (90) days after a MISP beneficiary has been discharged from a CMC facility, whichever is later.

COUNTY agrees to pay CMC, or its affiliated hospitals in Exhibit 3, within forty-five (45) calendar days after receipt and verification of the invoices from CMC, or its affiliated hospitals in Exhibit 3. Invoices shall be submitted to County of Fresno, Department of Public Health, P.O Box 11867, Fresno,

CA 93775, Attention: DPH Director. This Agreement number must appear on all invoices and correspondence relating to this Agreement.

CMC shall provide COUNTY with CMC'S signed W-9 and CA 590 Forms within thirty (30) days of the execution of this Agreement so that COUNTY may set up payment mechanism in the COUNTY'S vendor payment system. CMC shall provide updated Forms annually and/or upon demand as payments will not be made to CMC if current and correct W-9 and CA 590 Forms are not on file with COUNTY and said payments will not be considered late if Forms are not received by COUNTY as requested.

Alternatively, COUNTY understands that CMC may not do their own invoicing for services and CMC agrees that they shall provide COUNTY'S DPH Director, or designee, with the contact information and signed W-9 and CA 590 Forms of CMC'S billing company within thirty (30) days of the execution of this Agreement. Should CMC change billing companies during the contract period, CMC shall notify COUNTY'S DPH Director, or designee, within sixty (60) days of the change and shall provide contact information and signed W-9 and CA 590 Forms for the new billing company within sixty (60) days of the change

COUNTY agrees that invoices submitted by CMC, or its affiliated hospitals in Exhibit 3, shall be presumed to be coded and billed correctly pursuant to the current Medicare regulations and guidance located at https://www.cms.gov/Medicare/Medicare.html

4. TERM AND TERMINATION

A. Term: This Agreement shall become effective upon execution and shall terminate at 11:59 p.m. on August 19, 2022.

1) Extension of Agreement: This Agreement may be extended by COUNTY for up to seven (7) additional, successive twelve (12) month periods upon the same terms and conditions set forth, herein. Each extension period will be contingent upon both Parties mutual consent to continue this Agreement for the then successive twelve (12) month extension period at least sixty (60) calendar days prior to each successive twelve (12) month extension period. The Director of the Department of Public Health, or his/her designee, is authorized to execute such written approval on behalf of COUNTY based on CMC's satisfactory performance.

Notwithstanding anything to the contrary in this Section 4, A, either Party may terminate this

Agreement in accordance with Section 4, B, below.

B. Termination:

1) Non-Allocation of Funds: The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time, by giving CMC at least ninety (90) calendar days advance written notice.

2) Maximum Compensation not Extended: In the event CMC and COUNTY reach the maximum compensation limits and the COUNTY'S Board of Supervisors affirmatively decides not to amend the Agreement to extend the maximum compensation limits in Section 3, B, 5) herein, CMC shall no longer be obligated to provide any service in this Agreement, herein, and may terminate the Agreement immediately.

3) Suspension: If a substantial part of the services, which CMC has agreed to provide hereunder, is interrupted due to a catastrophic event beyond the control of CMC, COUNTY may elect to terminate this Agreement upon ten (10) days prior written notice to CMC.

4) Material Breach of Contract: Either Party may, upon issuing at least a ninety (90) calendar day prior written notice to the other Party, suspend or terminate this Agreement in whole or in party, where in the determination of the other Party that there is:

a. An illegal or improper use of funds;

b. A failure to comply with any term of this Agreement;

c. A substantially incorrect or incomplete report submitted to the COUNTY;

d. Improperly performed service.

However, the defaulting Party shall have forty (40) calendar days from the receipt of notice to correct the basis for suspension or termination and resolve the dispute in accordance with Section 5 below. If so corrected to the reasonable satisfaction of the non-defaulting Party, this Agreement shall continue according to the terms and conditions herein.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any

breach of this Agreement or any default which may then exist on the part of the CMC. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of CMC the repayment to the COUNTY of any funds disbursed to CMC under this Agreement, which in the judgment of the COUNTY, were not expended in accordance with the terms of this Agreement. CMC shall promptly refund any such funds upon demand.

5) Without Cause: Under circumstances other than those set forth above, this Agreement may be terminated by either Party upon the giving of ninety (90) calendar days advance written notice of an intention to terminate to the other Party. Upon termination or expiration of this Agreement, each Party shall continue to remain liable for their own obligations or liabilities, as indicated herein, originating prior to termination of this Agreement.

5. AGREEMENT DISPUTE RESOLUTION

If any claim, dispute, or controversy (any or all of which shall be hereinafter referred to as "dispute") shall arise between the Parties with respect to making, construction, terms, or interpretation of this Agreement or any breach thereof, or the rights or obligations of any Party hereto, the Parties shall seek, in good faith, to informally resolve their dispute/s to the maximum extent possible. If any dispute between the Parties cannot be resolved informally within twenty (20) calendar days, the Parties may agree to settle the dispute by nonbinding mediation, unless the Parties mutually agree otherwise. The mediator shall be mutually selected by the Parties, but in the case of disagreement, the mediator shall be selected by lot from among two (2) nomination provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties; otherwise, each Party shall bear its own cost of mediation. If mediation fails to resolve the dispute within twenty (20) calendar days, each Party reserves the right to resolve the dispute in any manner provided by law or in equity.

6. MODIFICATION AND ASSIGNMENT

A. Modification: Any matters of this Agreement may be modified from time to time by the written consent of all Parties without, in any way, affecting the remainder.

B. Non-Assignment: This Agreement is personal in nature and the rights or duties hereunder shall not be transferred, delegated, or assigned by either Party, without the prior written

consent of the other Party.

C. Subcontractors: CMC may subcontract the performance of certain services of this Agreement to other third party agents, only if CMC obtains the prior written approval from COUNTY. Any subcontractors will be subject to all applicable provisions of this Agreement, and all applicable State of California and Federal regulations. CMC will be responsible for informing any subcontractors, and requiring any subcontractors to comply with all the terms and conditions of this Agreement and of all the Federal and State of California law requirements incorporated herein. CMC shall be responsible to COUNTY for the performance of any subcontractor. The use of subcontractors by CMC shall not entitle CMC to any additional compensation or other payment than is provided for under this Agreement.

7. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CMC under this Agreement, it is mutually understood and agreed that CMC, including any and all of CMC's officers, agents, and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CMC shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CMC is performing its obligations in accordance with the terms and conditions thereof.

CMC and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent CMC, CMC shall have absolutely no right to employment rights and benefits available to COUNTY employees. CMC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CMC shall be solely responsible and save COUNTY harmless from all matters relating to payment of CMC's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CMC may be providing services to others unrelated to the COUNTY or to this Agreement.

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8. HOLD HARMLESS:

CMC agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CMC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CMC, its officers, agents, or employees under this Agreement.

COUNTY agrees to indemnify, save, hold harmless, and at CMC'S request, defend CMC, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to CMC in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

9. INSURANCE

Without limiting the COUNTY'S right to obtain indemnification from CMC or any third parties, CMC, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy shall be issued on a "claims made" basis which shall be renewed annually. In the event that CMC does not continuously maintain a "claims made" policy, CMC will purchase tail coverage at that time. COUNTY requires specific coverages including completed operations, products liability, contractual liability, explosion-collapse of a building, and fire legal liability.

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B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability: If CMC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) annual aggregate.

D. Cyber Liability: Cyber Liability Insurance with limits not less than Two Million Dollars ($2,000,000) per occurrence or claim, Two Million Dollars ($2,000,000) aggregate, subject to the sub-limits listed below. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CMC in this Agreement and shall include, but not be limited to, claims involving information theft, protected health information breach, regulatory defense and penalties, payment card liabilities and costs, media liability, damage to or destruction of electronic information, release of private information, alteration of electronic information, and extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The parties understand and agree that CMC's Cyber Liability Insurance has the following sub-limits; 1) sublimit of $1 Million for dependent business loss resulting from dependent system failure; 2) sublimit of $100,000 for fraudulent instruction claims; 3) sublimit of $250,000 for funds transfer fraud claims; 4) sublimit of $250,000 for telephone fraud claims; and 5) sublimit of $50,000 for criminal reward claims.

E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance: CMC shall obtain certificates of insurance for the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CMC's policies herein. In the event that this insurance is cancelled or changed, other than minor changes incidental to a policy

renewal. CMC will provide written notice to COUNTY within thirty (30) days. Within sixty (60) days from the date CMC signs and executes this Agreement, CMC shall provide certificates of insurance as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, California 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CMC's policies herein.

In the event CMC fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better or covered by a program of self-insurance.

10. AUDITS AND INSPECTIONS

CMC shall, upon three (3) business days' notice and during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CMC shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CMC's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand Dollars ($10,000.), CMC shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

11. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY	CMC
COUNTY OF FRESNO	COMMUNITY MEDICAL CENTERS
Director, County of Fresno	Attn: Vicki L. Anderson
Department of Public Health	Title: Vice President, Managed Care
P.O. Box 11867	7370 N. Palm
Fresno, CA 93775	Fresno, CA 93711

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All notices between the COUNTY and CMC provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

12. RECORDS

A. Upon CMC's commencement of provision of Hospital and Clinic Services, pursuant to this Agreement upon execution on August 20, 2019, CMC agrees to document services rendered to patients in medical records in accordance with all applicable State and Federal laws, rules, and regulations for services performed at CMC and its affiliated hospitals and facilities. Additionally, to the extent CMC controls medical health record, CMC agrees to maintain and keep confidential adequate and complete medical health care records on each MISP beneficiary patient it serves pursuant to any applicable accreditation standards, State of California and Federal laws and regulations.

B. CMC shall maintain complete and accurate financial records with respect to the

services rendered herein. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible and available for inspection, as described in Section 9, Audits and Inspections, herein. All such records shall be retained by CMC and kept accessible as required by State of California and Federal law.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. COUNTY and CMC each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

COUNTY and CMC acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

COUNTY and CMC intend to protect the privacy and provide for the security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Service (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require CMC to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations.

B. CMC shall report to COUNTY, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to COUNTY'S Information Security Officer and Privacy Officer and COUNTY'S DPH HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. CMC shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. CMC shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the

investigation and reporting required to COUNTY'S Information Security Officer and Privacy Officer and COUNTY'S DPH HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno Dept. of Public Health HIPAA Representative (559) 600-6439 P.O. Box 11867 Fresno, CA 93775	County of Fresno Dept. of Public Health Privacy Officer (559) 600-6405 P.O. Box 11867 Fresno, CA 93775	County of Fresno Internal Services Department Information Security Officer (559) 600-5800 333 W. Pontiac Way Clovis, CA 93612

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14. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. NON-DISCRIMINATION

During the performance of this Agreement, CMC shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CMC is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CMC changes its status to operate as a corporation.

Members of the CMC's Board of Directors shall disclose any self-dealing transactions that they are a party to while CMC is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CMC is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-

dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit 5 and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

17. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

18. SUPERSEDE

This Agreement shall supersede in its entirety and render null and void the Agreement for Comprehensive Hospital Services, Emergency Care, and Outpatient Clinic Facilities to MISP beneficiaries between COUNTY and CMC identified as COUNTY Board Agreement No. 14-676, which became effective November 4, 2014.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CMC and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, he parties hereto have executed this Agreement as of the day and year first hereinabove written.

FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER d.b.a COMMUNITY MEDICAL CENTERS

(Authorized Signature)

Tim Joslin
Chief Executive Officer

(Authorized Signature)

Joe Nowicki
Chief Financial Officer

Mailing Address:

7370 N. Palm Ave., Fresno, CA 93711

COUNTY OF FRESNO:

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

Fund:	0001/10000
Org:	5240
Account:	7295

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the Matter of	)	RESOLUTION ESTABLISHING
	)	POLICY GOVERNING
THE MEDICALLY INDIGENT	)	ELIGIBILITY RULES, PAYMENT
SERVICES PROGRAM OF THE	)	DETERMINATION PLAN, AND
COUNTY OF FRESNO	)	SCOPE OF SERVICES

WHEREAS, the Patient Protection and Affordable Care Act ("the ACA") and the California Patient Protection and Affordable Care Act ("the CACA") took effect January 1, 2014, which expanded Medi-Cal eligibility limits and offered certain health care coverage options through Covered California, including tax credits and cost sharing subsidies for eligible individuals ("other health care options");

WHEREAS, Welfare and Institutions Code Section 17000, *et seq.*, requires the County of Fresno ("the County") to provide medical services to all indigent persons who are lawful residents therein, and who are not otherwise "relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions";

WHEREAS, a "lawful resident" is a person who is either a United States citizen or lawfully admitted to permanently or temporarily reside in the United States; and

WHEREAS, the County meets its Welfare and Institutions Code Section 17000, *et seq.* obligations through its Medically Indigent Services Program ("MISP");

WHEREAS, the County has previously adopted eligibility criteria for its MISP and has amended such eligibility criteria from time to time;

WHEREAS, due to the implementation of the ACA and the CACA, many participants in the MISP and certain non-participants are eligible for other health care options as of January 1, 2014; and

WHEREAS, the Board has decided that the existing MISP eligibility

criteria needs to be modified to reflect the shift of health care coverage due to implementation of the ACA and the CACA.

NOW, THEREFORE, BE IT RESOLVED, that effective December 1, 2014, all prior resolutions of the Board that established eligibility criteria for the MISP are repealed; provided, however, that such repeal shall not affect any right or claim which may have accrued to Fresno County (hereinafter "County") pursuant to those resolutions.

BE IT FURTHER RESOLVED that, effective December 1, 2014, the following policy shall govern provision for medical care for medically indigent persons in Fresno County:

1. All medical care required to be provided pursuant to this program shall be paid at Medi-Cal rates or contracted rates and require prior authorization by the County as a condition of reimbursement.

2. All persons must not be eligible for Medi-Cal or other public health care assistance and have no other source of health care coverage available.

3. All persons shall be eligible for care pursuant to this resolution without discrimination on the basis of age, ancestry, color, national origin, race, religion, sex, sexual orientation, marital status, ethnic group identification, genetic information, disability, or political affiliation.

4. All persons in need of emergency medical services, which shall be consistent with the definition of emergency services as set forth in Title 22, California Code of Regulations, Section 51056 (hereinafter "Section 51056"), meaning, as of the date hereof, but subject to future amendments of Section 51056, those medical services required for the alleviation of severe pain, or immediate diagnosis and treatment of unforeseen medical conditions which, if not immediately diagnosed and treated, would lead to disability or death; an examination by an appropriate health professional to determine whether or not such an emergency situation exists.

5. All persons in need of follow-up medical care directly related to an

emergency.

6. Any lawful resident of the County of Fresno who is sick or injured and in need of medical care and who is a medical indigent, meaning a person who is not eligible for Medicare or Medi-Cal, who is not, for good cause[1], covered through Covered California, private insurance, a responsible third party or otherwise relieved and who meets the Fresno County Medically Indigent Eligibility Criteria and Payment Determination Plan attached hereto as Attachment "A", and incorporated herein by this reference; provided that provision of any such medical services shall be subject to liability for payment hereof pursuant to the provisions of said Attachment "A", and further provided that a written waiver of the statute of limitations be signed by a person obligated in order to secure payment of the cost of such indigent aid and reimbursement to the County to the extent permitted by law.

7. Medical care for lawful residents shall be limited to the extent required under Welfare and Institutions Code Section 17000, *et seq.*, to provide subsistence level medical services necessary to avoid unnecessary suffering or endangerment to life or health, and shall include the scope of services as contained in the Fresno County Medically Indigent Services Program Scope of Services attached hereto as Attachment "B", and incorporated herein by this reference; with the exclusion of specified services identified in Attachment "B".

8. Any lawful resident of Fresno County who is denied MISP or who is MISP eligible and is denied a requested medical service is entitled to an appeal as set forth in Attachment "A" Section XII.

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[1] "Good Cause" relating to eligibility for the MISP shall include physical and mental incapacity, hospitalization or hardship situations.

THE FOREGOING was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 19th day of August, 2014, to-wit:

AYES: Supervisors Poochigian Case McNairy, Larson, Borgeas

NOES: Supervisor Perea

ABSENT: None

Andreas Borgeas
CHAIRMAN, Board of Supervisors

ATTEST:
BERNICE E. SEIDEL
Clerk, Board of Supervisors

By _____
Deputy

AGENDA ITEM NO. 4
RESOLUTION NO. 14-308

FRESNO COUNTY MEDICALLY INDIGENT ELIGIBILITY CRITERIA AND PAYMENT DETERMINATION PLAN

The eligibility criteria listed below shall be determined by appropriate documentary proof. Refusal to provide documentary proof is basis for denial of Fresno County Medically Indigent Services Program (MISP) eligibility. If an applicant is unable to provide such documentary proof, eligibility shall be determined by declaration with the exception of citizenship or immigration status. MISP is only available to lawful residents ages 19 through 64.

The following consists of the County of Fresno's MISP eligibility criteria:

I. EXHAUSTION OF OTHER HEALTH CARE OPTIONS

The Patient Protection and Affordable Care Act ("ACA") and the California Patient Protection and Affordable Care Act ("CACA"), expands Medi-Cal coverage and provides health care coverage through the Exchange (i.e., Covered California) ("other health care options"), and was implemented on January 1, 2014. As such, participants in the MISP and certain non-participants became eligible for other health care options as of January 1, 2014.

Participants in the MISP who fail to enroll in these other health care options at the time of open enrollment or who fail to apply under Covered California's Qualifying Life Events for Special Enrollment including application under Exceptional Circumstances or who fail to pay the premiums (if any) on those other health care options, absent good cause, will be discontinued as participants in the MISP.

New or reapplying participants in the MISP who fail to enroll in these other health care options at the time of open enrollment or who fail to apply under Covered California's Qualifying Life Events for Special Enrollment including application under Exceptional Circumstances or who fail to pay the premiums (if any) on those other health care options, absent good cause, will not be eligible to participate in the MISP.

"Good cause" relating to eligibility for the MISP shall include physical and mental incapacity, illness, hospitalization, or hardship situations.

Good cause shall be determined by the Director of the Department of Public Health ("Director") or his/her designee.

II. RESIDENCE

A Fresno County Resident is defined as any lawful resident of the County of Fresno as the term "lawful resident" is defined in the Welfare and Institutions Code.

For purposes of eligibility for the MISP, residency is established by:

Persons who are either United States citizens or lawfully admitted to permanently or temporarily reside in the United States; and

Physical presence, if there is no present intention of leaving Fresno County, unless the applicant maintains a home for him/herself outside the County; or

Living in Fresno County at the time of application, and not receiving medical assistance from another county.

Acceptable documentation to demonstrate citizenship or immigrant status includes a birth certificate, passport or visa, certificate of U.S. Citizenship or certificate of U.S. Naturalization

III. PERSONAL PROPERTY

A. PERSONAL PROPERTY LIMITATIONS:

Household Size	Limit
1	$3,000
2	$3,000
3	$3,150
4	$3,300
5	$3,450
6	$3,600
7	$3,750
8	$3,900
9	$4,050
10	$4,200

B. PERSONAL PROPERTY TO BE INCLUDED:

1. Cash and checks on hand (except for current month's income). Monthly income is subtracted from property in the month it is received.
2. Nonrecurring lump sum payments.
3. Bank accounts (checking, savings, etc.) except for current month's income.
4. Promissory notes.
5. Stocks, bonds, other negotiable securities.
6. Cash surrender value of life insurance policies.
7. Net value of trailers, boats, campers, recreational vehicles and mobile homes not used as client's residence.
8. One motor vehicle is exempt up to $4,650 in value. The net value of all other cars is non-exempt personal property.
9. Net value of property in Numbers 7 and 8 above shall be determined by the market value published in the Kelley Blue Book, which is also available on-line at the Kelley Blue Book's website: http://www.kbb.com/, or the market value determined by The National Auto Dealers Associated Guide website at http://www.nadaguides.com/home.aspx, or similar method, at County's discretion, less encumbrances of record.
10. Jewelry valued over $100 with the exception of wedding and engagement rings and heirlooms.
11. One revocable burial fund or revocable prepaid burial contract with a value over $1,000.

C. PERSONAL PROPERTY TO BE EXCLUDED:

1. Principal residence.
2. Personal property used in business or trade.
3. Personal effects.
4. Household items.
5. IRAs, KEOGHs, and other work-related pension plans.
6. Irrevocable burial trusts or irrevocable prepaid burial contracts.
7. Burial space items.
8. Musical instruments.
9. Recreation items.
10. Livestock, poultry, or crops.
11. Countable property equal to the amount of benefits paid under a state-certified, long-term care insurance policy.
12. Life insurance policies.
13. One motor vehicle is exempt up to $4,650 in value.

Personal property in excess of limits results in ineligibility for the MISP.

IV. REAL PROPERTY

A. REAL PROPERTY LIMITATIONS:

1. Property value is the market value on property tax statement less encumbrances of record.

NOTE: Property is to be determined in accordance with Medi-Cal regulations with the exception of the following sections which do not apply:

50406	Conversion or Transfer of Property
50407	Conversion of Property – Treatment
50408	Transfer of Property Which Does Not Result in Ineligibility
50409	Transfer of Property Which Results in Ineligibility
50410	Transfer of Property with Retention of Life Estate
50411	Period of Ineligibility Due to Transfer of Property
50416	Utilization Requirements
50417	Utilization – Good Cause
50426	Property Used to Purchase a Home
50427	Other Real Property
50442	Life Estate
50453.5	Savings of a Child
50479	Burial Trust or Prepaid Burial Contract

B. REAL PROPERTY TO BE EXCLUDED:

1. Principal residence.
2. Real property used in a business or trade.

options, absent good cause, will not be eligible to participate in the MISP.

"Good cause" relating to eligibility for the MISP shall include physical and mental incapacity, illness, hospitalization, or hardship situations.

Good cause shall be determined by the Director of the Department of Public Health ("Director") or his/her designee.

V. INCOME TO BE CONSIDERED

A. Net earnings income is considered in determination of eligibility.

1. Net earnings from self-employment is determined from the last State Income tax return. The net annual income will be averaged to determine the projected current monthly income.

B. Excluded income for MISP:

1. Child Support Payments
2. Worker's Compensation
3. Veteran's Benefits
4. Educational Assistance
5. Employment and Training Programs
6. Federal Tax Refunds and Earned Income Tax Credit
7. Bona Fide Loans
8. Sponsor Income
9. Foster Care Payments
10. Needs Based Assistance from Other Agencies including SSI and SSP

C. Persons with non-exempt income in excess of 224% of the 2014 Federal Poverty Guidelines (FPG) are not eligible for MISP unless those persons qualify for a financial hardship waiver as described in Section X, herein.

VI. INCOME DETERMINATION

A. Gross earned income includes the following:

1. Wages and Salaries
2. Tips
3. Commissions
4. Profits from Self-Employment

B. Gross unearned income includes the following:

1. Unemployment (UIB)*
2. State Disability (SDI)*
3. SSA (Disability, Survivors, Retirement)*
4. Retirement (IRAs, 401(k), Military, Railroad)*
5. Rental Income
6. Pensions and Annuities*
7. Dividend Payments
8. Per Capita Tribal Gaming Distributions
9. Alimony

***As a condition of eligibility for MISP, a person must apply for any unconditional income they are entitled to.**

C. Net monthly income of clients requesting medical services as medically indigent County residents will be computed as follows:

Gross Earned Income
\+ Gross Unearned Income

= Total Net Income

For those MISP applicants whose total net income is between 0 and 138% of the 2014 Federal Poverty Guidelines (FPG) for their household size, there will be no share of cost. For MISP applicants whose income is between the upper threshold of the no share of cost amount and 224% of the 2014 FPG for household size, there will be a MISP share of cost as described in Section V, herein.

V. SHARE OF COST

A person requesting MISP health care services must participate in a screening process to assess his/her financial status, resources, and household size according to the following criteria and payment determination schedule.

SOC Limits by Household Size:

SHARE OF COST DETERMINATION SCHEDULE

Household Size	No Share of Cost	Share of Cost
1	$0 - $1,343	$1,344 - $2,180*
2	$0 - $1,809	$1,810 - $2,937*
3	$0 - $2,276	$2,277 - $3,694*
4	$0 - $2,743	$2,744 - $4,453*
5	$0 - $3,210	$3,211 - $5,210*
6	$0 - $3,676	$3,377 - $5,967*
7	$0 - $4,144	$4,145 - $6,727*
8	$0 - $4,611	$4,612 - $7,484*
9	$0 - $5,077	$5,078 - $8,241*
10	$0 - $5,545	$5,546 - $9,000*

*Program maximum for household size

If a person's total net income falls at or below the maximum allowable amount for No Share of Cost, the client is eligible to receive health services with no share of cost. The maximum allowable amount of total net income for no share of cost is 138% of the 2014 FPG for household size (i.e., $1,343 for a household size of one).

If a person's total net income is over the No Share of Cost maximum allowable amount, but at or below the maximum allowable amount for Share of Cost, the share of cost is determined by subtracting the maximum amount allowable No Share of Cost amount for the client's household size from the clients total net income (e.g., for a household size of one person: $1,425 total net income minus $1,343 = $82 share of cost).

If an applicant has a share of cost or has income above the share of cost limit of 224% of the FPG, he/she could qualify for a financial hardship waiver as described in Section X below that may lower or eliminate the share of cost. A person's share of cost is calculated by subtracting the financial hardship amount from the total net income.

For example, if the client's total net income is $2,000 and the client paid $300 towards an allowable financial hardship, then the client's share of cost would be $357 ($2,000 minus $300 minus $1,343 which is the program maximum for household size of one); however, if the client paid $800 towards an allowable financial hardship, the client would then have no share of cost ($2,000 minus $800 minus $1,343 which is the program maximum for household size).

X. FINANCIAL HARDSHIP WAIVER PROCESS

MISP eligibility is based upon an individual's actual monthly total net income. For persons with a total net income in excess of the no share of cost amount for their family size ($1,343 for an individual), a financial hardship waiver is available to deduct current costs of additional taxes (i.e. payments made on past due Federal or State taxes owed), court-ordered payments, and payments for past medical debt (i.e. pursuant to a payment plan with medical provider for past services). For example, an individual with a monthly income of $1,400, but current court ordered payment of $50 (e.g. child support, alimony) and medical debt payment of $50 would have an adjusted income of $1,300 per month and could qualify for MISP. Documentation of payments made pursuant to a financial hardship waiver are necessary and will not be applied to total net income amount based on declaration.

The financial hardship waiver will only be applied to the month's income level in which the actual payment was made. For example, if a person has a current Court Order to pay $50 the month he/she is applying for MISP and provides documentation evidencing he/she made that payment then the $50 would be subtracted from the person's net income for that month.

XI. CERTIFICATION PERIOD

The certification period for recipients whose eligibility is determined by declaration, with the exception of citizenship or immigration status, shall be for a one-month period, with a retroactive provision for the month immediately preceding the month of application. The certification period for recipients whose eligibility is determined by documentary evidence shall be for a three-month period, with a retroactive provision for the one month immediately preceding the month of application.

XII. DENIAL AND ADMINISTRATIVE APPEAL PROCESS

If an applicant is denied MISP eligibility for any reason or if an MISP recipient is denied a requested medical service, the County shall provide written notice to the person informing him/her of their right to a Fair Administrative Appeal. If the person chooses to appeal, he/she must request a review of that decision, in writing, within ten (10) working days of the date of the denial letter. The request must specifically request to appeal the decision and must explain why the person is dissatisfied with the decision. The request

must also include any documentation the appellant wishes to be reviewed by the Administrative Appeal Officer (or his/her designee). The determination of the Administrative Appeal Officer (or his/her designee) shall be the final decision of the County and shall be provided to the appellant in writing. Appeals should be sent to the following address:

MISP Administrative Appeal Officer
Department of Public Health
1221 Fulton Mall
Fresno, CA 93721

If a person does not file an appeal request within ten (10) working days, the appeal will be denied unless it is found that good cause prevented the person making a timely request. Verification through documentation that an appeal could not be submitted within the ten (10) days for a good cause (such as serious illness, hospitalization, incarceration, or similar reason) and prevented a timely appeal request from being made is necessary.

XIII. COUNTY AUDIT AND RECOVERY OF FUNDS

All persons whose eligibility is determined by declaration, with the exception of verification of citizenship or immigrant status, shall be subject to an audit conducted by the County to verify eligibility. All documentation and applications shall be subscribed under penalty of perjury.

County shall require that all applicants for MISP execute a reimbursement agreement and lien acknowledgement. The purpose of the reimbursement agreement and lien acknowledgement is to assure recovery of funds if and when the MISP participant obtains funds sufficient to no longer meet the definition of Indigent for purposes of the MISP. As part of the reimbursement agreement and lien acknowledgment, the applicant shall waive in writing any statute of limitation relating to County's recovery of funds expended on MISP care for the applicant.

FRESNO COUNTY MEDICALLY INDIGENT SERVICES PROGRAM
SCOPE OF SERVICES

I. To the extent required pursuant to Welfare and Institutions Code Section 17000, *et seq.*, to provide subsistence level medical services necessary to avoid unnecessary suffering or endangerment to life or health, the scope of services for the Fresno County Medically Indigent Services Program (MISP) shall include:

A. Adult Primary Care, including screening for communicable diseases

B. Specialty care includes, but is not limited to:

1. Endocrinology
2. Neurology
3. Pulmonology
4. Cardiology
5. Orthopedics
6. Obstetrics and Gynecology
7. Otolaryngology (ENT)
8. Dermatology
9. Oncology
10. Gastroenterology
11. Ophthalmology

C. Emergency care services as defined under Title 22 of the California Code of Regulations Section 51056 as those services required for alleviation of severe pain, or immediate diagnosis and treatment of unforeseen medical conditions, which, if not immediately diagnosed and treated, would lead to disability or death

D. Inpatient Hospitalization

E. Outpatient Surgery

F. Radiology, including Computerized Tomography (CT) Scans and Magnetic Resonance Imaging (MRI)

G. Laboratory Services

H. Durable Medical Equipment

I. Home Health

J. Pharmacy Services

K. Physical and Occupational Therapy

L. Isolation for Infectious Disease

M. Endoscopy

II. The following shall constitute the list of medical services that are specifically excluded from the MISP.

A. Services Not Covered by Medi-Cal

B. Non-Emergency Dental, Vision, and Behavioral Health Care Services

C. Organ Transplants

D. Chiropractic Services and Acupuncture Services

E. Fertility Treatments and Reversals, Family Planning Services, and Impotency Services

F. Abortion

G. Skilled Nursing Facilities and Long-Term Care Facilities

H. Methadone Maintenance and Drug and Alcohol Treatment

I. Allergy Testing, Injections, or Treatment

J. Sexual Reassignment Surgery

K. Gastric Bypass or Other Weight Loss Surgery and Weight Loss/Control Services

L. Adult Day Health Services

M. Non-Emergency Follow-Up Care Provided in an Emergency Room

N. Non-Emergency Hepatitis C Treatment

EXHIBIT 2

Hospital and Clinic Services

- Emergency Care Services
- Comprehensive Inpatient Hospital Services
- Outpatient Clinic Services including, but not limited to:
    - Laboratory
    - Radiology/X-ray
    - Home Health
    - Pharmacy
    - Physical and Occupational Therapy
    - Endoscopy

Other services that are Medi-Cal and MISP covered services that are mutually agreed upon between CMC and the County's Department of Public Health Director.

EXHIBIT 3

Participating Affiliated Hospitals and Facilities

Acute Facilities

- Fresno Community Hospital & Medical Center
  d.b.a. Community Regional Medical Center
  2823 Fresno Street
  Fresno, CA 93724
  (559) 459-6000
  Accredited by The Joint Commission
  Tax I.D. # 94-1156276
  Medicare # 050060
  State License #040000096
  NPI # 1104906569

- Fresno Community Hospital & Medical Center
  d.b.a. Clovis Community Medical Center
  2755 Herndon Avenue
  Clovis, CA 93611
  (559) 324-4000
  Accredited by The Joint Commission
  Tax I.D. # 94-1156276
  Medicare # 050492
  State License # 040000004
  NPI # 1316027709

- Fresno Community Hospital & Medical Center
  d.b.a. Fresno Heart & Surgical Hospital
  15 E. Audubon Drive
  Fresno, CA 93720
  (559) 433-8000
  Accredited by The Joint Commission
  Tax I.D. # 94-1156276
  Medicare # 050060
  State License # 0400000096
  NPI # 1104906569

Cancer Service Facilities

- Fresno Community Hospital & Medical Center
  d.b.a. Community Cancer Institute (Inpatient)
  2823 Fresno Street
  Fresno, CA 93721
  (559) 459-6000
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1104906569

- Fresno Community Hospital & Medical Center
  d.b.a. California Cancer Center
  785 N. Medical Center Drive West
  Clovis, CA 93611
  (559) 387-1802
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1104906569

Outpatient Dialysis Service Facilities

- Fresno Community Hospital & Medical Center
  d.b.a. Community Dialysis Center-Fresno
  285 N. Fresno Street
  Fresno, CA 93701
  (559) 459-3901
  Tax I.D. # 94-1156276
  Medicare # 05-3525
  NPI #1821179656

- Fresno Community Hospital & Medical Center
  d.b.a. Community Regional Outpatient Dialysis Center
  215 N. Fresno Street, Suite 150
  Fresno, CA 93701
  (559) 459-6000
  Tax I.D # 94-1156276
  Medicare # 05-3524
  NPI # 1497836613

EXHIBIT 3 (continued)

Participating Affiliated Hospitals and Facilities

Home Health Services

- Fresno Community Hospital & Medical Center
  d.b.a. Community Home Care
  1630 E. Shaw Avenue, Suite 172
  Fresno, CA 93710
  (559) 724-4242
  Tax I.D. # 94-1156276
  Medicare #05-7248
  NPI # 1588745137

- Fresno Community Hospital & Medical Center
  d.b.a. Community Home Infusion
  E. Shaw Avenue, Suite 172
  Fresno, CA 93710
  (559) 724-4242
  Tax I.D. # 77-0175659 (Home 1630 Therapy & Pharmacy)
  Medicare # 019553002
  NPI # 1669553129

Outpatient Imaging Services

- Community Regional Medical Center Imaging
  2823 Fresno St.
  Fresno, CA 93721
  (559) 459-2800

- Clovis Community Medical Center
  2755 E. Herndon Ave.
  Clovis, CA 324-4048
  Radin Breast Care Center
  (559) 324-4444

- Fresno Heart & Surgical Hospital
  15 East Audubon Drive
  Fresno, CA 93720
  (559) 433-8000

Infusion Therapy (Outpatient) Facilities

- Fresno Community Hospital & Medical Center
  d.b.a. Community Ambulatory Infusion Center
  2335 E. Kashian Lane, Suite 110
  Fresno, CA 93701
  (559) 459-6000
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1104906569

- Fresno Community Hospital & Medical Center
  d.b.a. Infusion Clinic @ Ambulatory Infusion Center-Clovis
  729 Medical Center Drive, Suite 215
  Clovis, CA 93611
  (559) 324-4000
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1104906569

EXHIBIT 3 (continued)

Participating Affiliated Hospitals and Facilities

Medical Rehabilitation Services Facilities

- Fresno Community Hospital & Medical Center
  d.b.a. Leon S. Peters Rehabilitation Center (Inpatient)
  2823 Fresno Street
  Fresno, CA 93721
  (559) 459-6000
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1679654404

- Fresno Community Hospital & Medical Center
  d.b.a. Community Outpatient Rehabilitation Center
  Outpatient Neurological Training, PT, OT, ST, and Lymphedema Therapy
  215 N. Fresno Street, Suite 250
  Fresno, CA 93701
  (559) 324-4057
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1104906569

- Fresno Community Hospital & Medical Center
  d.b.a. Clovis Community Hospital & Medical Center
  Outpatient Physical Therapy
  688 Medical Center Drive, Suite 101
  Clovis, CA 93611
  (559) 324-4057
  Tax I.D. # 94-1156276
  Medicare # 050492
  NPI # 1316027709

Pharmacy (Off-Site/Outpatient)

- Community Health Enterprises
  d.b.a. Care Center Pharmacy
  1570 E. Herndon Avenue
  Fresno, CA 93720
  (559) 437-7370
  Tax I.D. # 77-0175659
  Medicare # 0194440002
  NABP # 05-69042
  NPI # 1497813901

Ambulatory Clinic Facilities

- Fresno Community Hospital & Medical Center
  d.b.a. Deran Koligian Ambulatory Care Center
  290 N. Wayte Lane
  Fresno, CA 93701
  (559) 459-4900
  Tax I.D. # 94-1156276
  Medicare # 050060
  NPI # 1104906569

- Family HealthCare Network
  d.b.a. Deran Koligian Ambulatory Care Center
  290 N. Wayte Lane
  Fresno, CA 93701
  (559) 459-4900
  Tax I.D. # 94-2525145
  Medicare # 921087
  NPI # 1225546575

EXHIBIT 3 (continued)

Participating Affiliated Hospitals and Facilities

- Fresno Community Hospital & Medical Center
  d.b.a North Medical Plaza
  215 N. Fresno Street, Suites 230 & 370 — Tax I.D. # 94-1156276
  Fresno, CA 93701 — Medicare # 050060
  (559) 459-4900 — NPI # 1104906569
  (Services Provided: Diabetes Center and Pediatric Specialty Department ONLY)

Urgent Care/Emergency Room Facilities

- Fresno Community Hospital & Medical Center
  d.b.a Community Regional Medical Center — Tax I.D. # 94-1156276
  2823 Fresno Street — Medicare # 050060
  Fresno, CA 93721 — State License # 040000096
  (559) 459-6000 — NPI # 1104906569

- Fresno Community Hospital & Medical Center
  d.b.a. Clovis Community Hospital & Medical Center — Tax I.D. # 94-1156276
  2755 Herndon Avenue — Medicare # 050492
  Clovis, CA 93611 — State License # 040000096
  (559) 324-4000 — NPI # 1316027709

Subacute Center (Medical Ventilation)

- Fresno Community Hospital & Medical Center
  d.b.a Community Subacute and Transitional Care Center — Tax I.D. # 94-1156276
  3003 N. Mariposa St. — Medicare # 055258
  Fresno, CA 93703 — State License # 040000096
  (559) 459-1711 — NPI # 1104906569

Services may be provided at other CMC facilities within Fresno County as determined by CMC and agreed upon by the County's Department of Public Health Director.

EXHIBIT 4

Reimbursement Schedules for Inpatient Hospital Services, Emergency Care, and Outpatient Hospital and Clinic Services

Reimbursement Schedule

Participating Affiliated Hospitals and Facilities as stated in Exhibit 3

It is the mutual intent of the contracting parties that the reimbursement be equivalent to 100% of Medicare allowable. Due to the complexity in administrating reimbursement based upon this methodology, payment will be made on a percentage of charges basis that equates to CMC's Medicare payment percentage. Said percentage of charges will be adjusted on an annual basis to reflect CMC's current Medicare payment percentage according to the prior year cost reports and settlements. CMC will make its best effort to provide an updated worksheet annually by February 15th of each year to reflect modifications to be effective on March 1st of that year.

Reimbursement:

Percentages below shall be effective *August 20th, 2019 – February 2020*. Percentages shall be updated annually and shall be effective on March 1st of each year. Clinic facility and emergency department facility fees will be paid according to the terms of outpatient services.

Inpatient Services	20.394% of billed charges
Outpatient Services	15.084% of billed charges

EXHIBIT 4-A

CMC Medicare Acute Prospective Payment System (PPS) Reimbursement

Medicare Cost Report WKST E, Part A LINE NUMBER	DESCRIPTION	AMENDED COST REPORT 8/31/2017 AMOUNT (Filed 01/14/2019)	Medicare IPPS (IPPS memo 09/05/2017) 0.00% CRMC chg inc (Budget 08/15/2017) 0.0%	COST REPORT 8/31/2018 AMOUNT (Filed 01/23/2019)	Medicare IPPS (IPPS memo 09/05/2018) 2.50% CRMC chg inc (Budget 08/15/2018) 5.0%
1.00	DRG Amounts Other Than Outlier Payments	97,928,440		100,962,864	
2.00	Outlier Payments	8,107,634		6,787,979	
29.00	Total IME Payment	11,881,156		12,517,726	
34.00 plus 36.00	Disproportionate Share Adjustment	31,215,392		29,028,801	
50.00	Inpatient Program Capital	10,056,975		10,663,873	
52.00	DGME (Inpatient Portion)	2,962,473		3,154,152	
57.00 and 58.00	Pharmacy Residents	73,599		70,927	
54.00	Special add-on payments for New Technology	1,036		2,154	
70.93	HVBP Incentive Payments	(618,829)		(744,786)	
70.94	Hospital Readmissions Reduction Adjustment	(884,052)		(1,097,099)	
70.99	HAC Adjustment Amount	(1,576,878)		(1,581,215)	
71.01	Sequestration Adjustment	(3,063,691)		(3,073,489)	
	Total Medicare IPPS Reimbursement	156,083,255	156,083,255	156,691,887	160,609,184
WKST D-3, Col. 2.00	Total Medicare IPPS Routine Patient Charges	234,881,156		254,524,576	
WKST D, Pt II, Col 4, L200	Total Medicare IPPS Ancillary Patient Charges	492,296,692		495,494,355	
	Total Medicare IPPS Patient Charges	727,177,848	727,177,848	750,018,931	787,519,878
INPATIENT	Percent Reimbursement to Charges (CCR)	0.21464	0.21464	0.20892	0.20394

Medicare Cost Report WKST E, Part B LINE NUMBER	DESCRIPTION	AMENDED COST REPORT 8/31/2017 AMOUNT (Filed 01/14/2019)	Proposed Medicare OPPS CY 2018 (07/14/2017) 0.00% CRMC chg inc 0.0%	COST REPORT 8/31/2018 AMOUNT (Filed 01/23/2019)	Proposed Medicare OPPS CY 2018 (07/14/2017) 1.35% CRMC chg inc 5.0%
1.00	Medical & Other Services	242,250		138,990	
3.00	PPS Payments	54,432,459		59,652,134	
4.00	Outlier Payment	427,007		526,266	
8.00	Transitional Corridor Payment				
9.00	Ancillary service other pass through costs	7,898		7,531	
24.00	Total Prospective Payment	55,109,614		60,324,921	
28.00	OP Portion of DGME	1,139,192		1,249,329	
40.01	Sequestration Adjustment	(964,264)		(1,071,823)	
	Total Medicare OPPS Reimbursement	55,284,542		60,502,427	
PS&R Report	Medicare OP Fee Reimbursed (OP Lab, etc.)	1,282,723		1,217,186	
	Total Medicare OP Reimbursement	56,567,265	56,567,265	61,719,613	62,552,828
WKST D, Pt IV, Col. 12, line 200	Medicare Charges OPPS	336,931,694		387,877,443	
PS&R Report	Medicare OP Fee Reimbursed (OP Lab, etc.)	7,617,808		7,082,413	
		344,549,502	344,549,502	394,959,856	414,707,849
OUTPATIENT	Percent Reimbursement to Charges (CCR)	0.16418	0.16418	0.15627	0.15084

EXHIBIT 5

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the Corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	