

**MASTER AGREEMENT FOR THE PROVISION OF SPECIALTY AND PRIMARY PROFESSIONAL
MEDICAL SERVICES AND EMERGENCY CARE**

THIS AGREEMENT is made and entered into this 10th day of September, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR, listed in Exhibit 1 "List of Contractors" (attached hereto and by this reference incorporated, herein) and collectively herein referred to as "CONTRACTOR/S", and such additional CONTRACTOR/S as may, from time to time during the term of this Agreement, be added by COUNTY. COUNTY and CONTRACTOR/S are referred to herein, collectively, as "Parties", or "Party" individually.

WITNESSETH:

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 2 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 specialty and adult primary professional medical services, and emergency care "Professional Medical Services" provided in Exhibit 3 (attached hereto and incorporated by this reference, herein); and

WHEREAS, CONTRACTOR/S have the expertise and staff with the proper licensure, certification, and education to assure they are competent and possess the skills and experience appropriate and have the desire to provide Professional Medical Services, identified in Exhibit 3, herein; and;

Now, therefore, COUNTY and CONTRACTOR/S, in consideration of the covenants, terms, and conditions herein contained, the Parties hereto agree as follows:

1. RESPONSIBILITIES OF CONTRACTOR/S

A. Specialty and Adult Primary Professional Medical Services: CONTRACTOR/S shall exclusively perform specialty and adult primary professional medical services, identified in Exhibit

3, 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. CONTRACTOR/S shall not perform any non-emergent specialty and adult primary professional medical 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 CONTRACTOR/S in writing or through the COUNTY'S electronic health tracking system (to which CONTRACTOR/S shall have read-only access), that such person is currently enrolled in the COUNTY'S MISP.

B. Standard of Medical Care: CONTRACTOR/S must perform specialty and adult primary professional medical services, in Exhibit 3, in accordance with acceptable medical standards within Fresno County, California.

C. Licenses and Certification: CONTRACTOR/S shall provide only qualified personnel who are credentialed by Community Medical Centers "CMC" and maintain all required licenses and board certificates and 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: CONTRACTOR/S 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 severe 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)

1 E. Emergency Care Services: CONTRACTOR/S will only be eligible to receive
2 compensation from COUNTY for providing emergency under Section 3, herein:

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

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

8 3) The COUNTY determines that such person would have qualified as a
9 MISP beneficiary at the time the emergency was provided under the eligibility requirements within
10 Exhibit 2.

11 F. Medi-Care/Medi-Cal Certification and Accreditation: CONTRACTOR/S
12 acknowledge that all medical staff are able to participate in the Medi-Care and Medi-Cal (MAGI and
13 Non-MAGI) programs under Titles XVIII and XIX of the Social Security Act, and will continue to be able
14 to participate in the Medicare and Medi-Cal (MAGI and Non-MAGI) programs throughout the Term set
15 forth under Section 4, A, below.

16 G. Professional Medical Services: CONTRACTOR/S acknowledges and agrees that
17 this Agreement is only for the provision of professional medical services in Exhibit 3. Furthermore, no
18 compensation shall be provided to CONTRACTOR/S under Section 3 below, for any other Professional
19 Medical Service as noted in Exhibit 3, unless otherwise mutually agreed to in writing by COUNTY'S
20 DPH Director and CONTRACTOR/S as noted in Exhibit 3.

21 H. Service Performed at CMC Facilities: CONTRACTOR/S shall exclusively provide
22 services at CMC and its affiliated hospitals and facilities (attached hereto as Exhibit 4 and incorporated
23 by this reference, herein) to MISP beneficiaries. Furthermore, no compensation shall be provided to
24 CONTRACTOR/S under Section 3 below, for any services provided at non-CMC affiliated hospitals,
25 facilities, and/or offices

26 I. Referral Comprehensive Inpatient Hospital and Outpatient Clinic Services: To the
27 extent CONTRACTOR/S determines that an MISP beneficiary needs hospital or outpatient clinic facility
28 services or other services solely provided by or in conjunction with CMC, CONTRACTOR/S shall refer

the MISP beneficiary to CMC to obtain such necessary services.

J. Financing: Except for compensation under Section 3 below, CONTRACTOR/S shall, at their own expense, be responsible for financing their operation and capital expenses and cash flow requirements in providing services herein.

K. Equipment and Supplies: CONTRACTOR/S shall, at their own expense, ensure that they have the necessary medical equipment, supplies, and pharmaceuticals when providing Professional Medical Services, herein, including emergency care to the extent permitted under Sections 1, D, and 1, E, above.

L. No Right to Select MISP Beneficiaries: CONTRACTOR/S shall not have the right to select the persons who may enroll in the COUNTY'S MISP.

M. Multilingual Services: CONTRACTOR/S 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 Specialty Services.

N. No Treatment Permitted: CONTRACTOR/S 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 Professional Medical Services as provided in Exhibit 3 to avoid suffering or endangerment to his/her life or health;
- 3) Seeks a medical service that has not been mutually agreed upon in writing between CONTRACTOR/S and COUNTY'S DPH Director, and that is a Medi-Cal covered Service; or
- 4) Seeks a medical service prohibited under the MISP, Exhibit 2.

O. Compliance with Legal Requirements: In providing Professional Medical Services as set forth in Exhibit 3, herein, and emergency care as set forth in Sections 1, D, and 1, E, above, CONTRACTOR/S shall provide such services 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.

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1 2. RESPONSIBILITIES OF COUNTY

2 A. Administrative Services: Throughout the Term of this Agreement set forth in
3 Section 4, A, COUNTY will be solely responsible for determining who is eligible to enroll in MISP (see
4 MISP criteria, Exhibit 2). In doing so, COUNTY shall enroll persons in MISP either through its electronic
5 health tracking system or through a third-party vendor. COUNTY shall provide CONTRACTOR/S with
6 read-only access to its electronic health tracking system, shall provide CONTRACTOR/s with the
7 contact information for the DPH MISP Administrator and/or third-party vendor so that CONTRACTOR/S
8 may verify who is currently enrolled in MISP prior to conducting non-emergency Professional Medical
9 Services, herein, or after conducting emergency services, herein. For purposes of this Agreement,
10 COUNTY'S DPH Director, or his/her designee, DPH's MISP Administrator, or third-party vendor shall
11 confirm in writing or through the COUNTY'S electronic health tracking system to CONTRACTOR/S
12 whether a person is currently an MISP beneficiary who would qualify for MISP-covered services under
13 Exhibit 2.

14 B. Emergency Care: In the event CONTRACTOR/S determines that a person does
15 not qualify for Medi-Cal or Restricted Medi-Cal, but CONTRACTOR/S perform emergency care, as
16 defined in Section 1, D, above, to such person, the person receiving such emergency care shall submit
17 an MISP application to COUNTY within thirty (30) calendar days of the first day he/she receives such
18 care. COUNTY'S DPH Director, or his/her designee, shall promptly thereafter determine whether such
19 person would have qualified for MISP (under Exhibit 2) at the time he/she received such emergency
20 care, COUNTY shall inform CONTRACTOR/S in writing and compensate CONTRACTOR/S for
21 providing such service in accordance with Section 3, below.

22 3. COMPENSATION AND INVOICING

23 A. CONTRACTOR/S Reimbursement for Specialty and Adult Primary Professional
24 Medical Services:

25 1) Negotiated Service Rates: For the Term of this Agreement set forth in
26 Section 4, A, Specialty and Adult Primary Professional Medical Services rendered hereunder by
27 CONTRACTOR/S to MISP beneficiaries shall be reimbursed according to the negotiated fee for service
28 rates in Exhibit 5 (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 2 and who meet the other MISP eligibility criteria, are permitted to obtain necessary specialty and adult primary professional medical 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). CONTRACTOR/S shall be responsible to obtain the MISP beneficiaries share of cost, if it provides specialty and adult primary professional medical services to MISP beneficiaries, herein. COUNTY shall deduct the MISP beneficiaries' share of cost from invoices provided by CONTRACTOR/S under this Agreement.

3) Compensation Contingencies: CONTRACTOR/S shall only be entitled to reimbursement for specialty and adult primary professional medical services under these Sections 3 A, 3 B, and 3C if:

a. The specialty and adult primary professional medical services provided to MISP beneficiaries are medically necessary to avoid suffering or endangerment to life or health;

b. Prior to providing comprehensive non-emergency specialty and adult primary professional medical services, CONTRACTOR/S is 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;

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

d. Prior to providing non-emergency specialty and adult primary professional medical services, written authorization is obtained from COUNTY to perform the particular service.

B. CONTRACTOR/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 CONTRACTOR/S to MISP beneficiaries shall be reimbursed according to the negotiated rates in Exhibit 5.

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

1 eligibility criteria) are permitted to obtain emergency care under the MISP if they pay for a certain share
2 of the cost as set forth in the COUNTY'S MISP (see Pages 5 to 6 in Exhibit 2). CONTRACTOR/S shall
3 be responsible to obtain the MISP beneficiaries share of cost, if it provides emergency care to MISP
4 beneficiaries, herein. COUNTY shall deduct the MISP beneficiaries' share of cost from invoices
5 provided by CONTRACTOR/S under this Agreement.

6 3) Compensation Contingencies: CONTRACTOR/S herein, shall only be
7 entitled to reimbursement for emergency care under this Section 3, B if:

8 a. The person who received emergency care, or his/her authorized
9 agent, applies for MISP no later than thirty (30) calendar days from the first date he/she receives
10 emergency care (in accordance with the "Certification Period") in the MISP, Exhibit 2; and

11 b. The COUNTY determines that such person would have qualified to
12 enroll in MISP at the time the emergency care was provided under the MISP eligibility requirements in
13 Exhibit 2.

14 c. Specialty and adult primary professional medical providers will
15 determine appropriateness of referral of specimens and biopsies to CONTRACTOR pathologists as
16 required by their professional medical services rendered to MISP beneficiaries. CONTRACTOR
17 pathologists do not determine provision of services to MISP beneficiaries, but work in conjunction with
18 the specialty and/or adult primary professional medical providers.

19 4) Maximum Compensation: In no event shall total compensation and any
20 other payment for any service performed under this Agreement be in excess of Six Million, Eight
21 Hundred Thirty-Seven Thousand, Nine Hundred Fifty-Nine Dollars (\$6,837,959) for the entire three (3)
22 year period of this Agreement. COUNTY agrees to provide CONTRACTOR/S with written notice, in
23 accordance with Section 11 below, when it has expended costs under this Agreement in the amount of
24 eighty-five percent (85%) of the maximum compensation limit for the base three (3) year period, so that
25 COUNTY may take necessary action to either amend this Agreement to increase the maximum
26 compensation limits herein or terminate this Agreement pursuant to Section 4, A, below.

27 a. If this Agreement is extended for an additional one (1) year period
28 after the first three (3) years of this Agreement, pursuant to Section 4, A, below, in no event shall total

1 compensation and any other payment for the services performed under this Agreement be in excess of
2 Nine Million, One Hundred Seventeen Thousand, Two Hundred Seventy-Nine Dollars (\$9,117,279) for
3 the entire four (4) year period of this Agreement. If this Agreement is extended for an additional one (1)
4 year period after the first three (3) years of this Agreement, pursuant to Section 4, A, below, COUNTY
5 agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11 below, when it
6 has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum
7 compensation limit for the four (4) year period of the Agreement.

8 b. If this Agreement is extended for an additional one (1) year period
9 after the first four (4) years of this Agreement, pursuant to Section 4, A, below, in no event shall total
10 compensation and any other payment for the services performed under this Agreement be in excess of
11 Eleven Million, Three Hundred Ninety-Six Thousand, Five Hundred Ninety-Nine Dollars (\$11,396,599)
12 for the entire five (5) year period of this Agreement. If this Agreement is extended for an additional one
13 (1) year period after the first four (4) years of this Agreement, pursuant to Section 4, A, below, COUNTY
14 agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11 below, when it
15 has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum
16 compensation limit for the five (5) year period of the Agreement.

17 c. If this Agreement is extended for an Additional one (1) year period
18 after the first five (5) years of this Agreement, pursuant to Section 4, A, below, in no event shall total
19 compensation and any other payment for the services performed under this Agreement be in excess of
20 Thirteen Million, Six Hundred Seventy-Five Thousand, Nine Hundred Eighteen Dollars (\$13,675,918) for
21 the entire six (6) year period of this Agreement. If this Agreement is extended for an additional one (1)
22 year period after the first five (5) years of this Agreement, pursuant to Section 4, A, below, COUNTY
23 agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11 below, when it
24 has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum
25 compensation limit for the six (6) year period of the Agreement.

26 d. If this Agreement is extended for an Additional one (1) year period
27 after the first six (6) years of this Agreement, pursuant to Section 4, A, below, in no event shall total
28 compensation and any other payment for the services performed under this Agreement be in excess of

1 Fifteen Million, Nine Hundred Fifty-Five Thousand, Two Hundred Thirty-Eight Dollars (\$15,955,238) for
2 the entire seven (7) year period of this Agreement. If this Agreement is extended for an additional one
3 (1) year period after the first six (6) years of this Agreement, pursuant to Section 4, A, below, COUNTY
4 agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11 below, when it
5 has expended costs under this Agreement in the amount of eighty-five percent (85%) of the maximum
6 compensation limit for the seven (7) year period of the Agreement.

7 e. If this Agreement is extended for an Additional one (1) year period
8 after the first seven (7) years of this Agreement, pursuant to Section 4, A, below, in no event shall total
9 compensation and any other payment for the services performed under this Agreement be in excess of
10 Eighteen Million, Two Hundred Thirty-Four Thousand, Five Hundred Fifty-Eight Dollars (\$18,234,558)
11 for the entire eight (8) year period of this Agreement. If this Agreement is extended for an additional one
12 (1) year period after the first seven (7) years of this Agreement, pursuant to Section 4, A, below,
13 COUNTY agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11 below,
14 when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the
15 maximum compensation limit for the eight (8) year period of the Agreement.

16 f. If this Agreement is extended for an Additional one (1) year period
17 after the first eight (8) years of this Agreement, pursuant to Section 4, A, below, in no event shall total
18 compensation and any other payment for the services performed under this Agreement be in excess of
19 Twenty Million, Five Hundred Thirteen Thousand, Eight Hundred Seventy-Seven Dollars (\$20,513,877)
20 for the entire nine (9) year period of this Agreement. If this Agreement is extended for an additional one
21 (1) year period after the first eight (8) years of this Agreement, pursuant to Section 4, A, below,
22 COUNTY agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11 below,
23 when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of the
24 maximum compensation limit for the nine (9) year period of the Agreement.

25 g. If this Agreement is extended for an Additional one (1) year period
26 after the first nine (9) years of this Agreement, pursuant to Section 4, A, below, in no event shall total
27 compensation and any other payment for the services performed under this Agreement be in excess of
28 Twenty-Two Million, Seven Hundred Ninety-Three Thousand, One Hundred Ninety-Seven Dollars

1 (\$22,793,197) for the entire ten (10) year period of this Agreement. If this Agreement is extended for an
2 additional one (1) year period after the first nine (9) years of this Agreement, pursuant to Section 4, A,
3 below, COUNTY agrees to provide CONTRACTOR/S with written notice, in accordance with Section 11
4 below, when it has expended costs under this Agreement in the amount of eighty-five percent (85%) of
5 the maximum compensation limit for the ten (10) year period of the Agreement.

6 5) Invoicing: After CONTRACTOR/S renders Professional Medical Services
7 (or other medical service that has been mutually agreed to in writing by COUNTY'S DPH Director and
8 CONTRACTOR/S as noted in Exhibit 3) to MISP beneficiaries, and meet the contingencies in Sections
9 3, A – 3, C, herein, to obtain such compensation, CONTRACTOR/S shall submit to COUNTY invoices
10 that contain:

- 11 a. The Agreement Number assigned by COUNTY to this Agreement;
- 12 b. The Account Number, if any, assigned by COUNTY;
- 13 c. The date/s of service;
- 14 d. Full and complete descriptions of each service provided, if code is
15 unlisted, an additional descriptor would be provided for any unlisted code;
- 16 e. The cost of each service provided;
- 17 f. The CPT codes utilized to determine services provided;
- 18 g. The date/s and time/s Professional Medical Services were
19 provided, if any; and
- 20 h. The name, date of birth, MISP Number, and current contact
21 information of the MISP beneficiary who received such services.

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

24 CONTRACTOR/S agree to submit invoices/claims to COUNTY for services referred under this
25 Agreement no later than ninety (90) days after the service was delivered or ninety (90) days after a
26 MISP beneficiary has been discharged from a CMC facility, whichever is later.

27 COUNTY agrees to pay CONTRACTOR/S, subject to the contingencies in Sections 3, A – 3, C,
28 herein, within forty-five (45) calendar days after receipt and verification of the invoices from

CONTRACTOR/S. 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. Invoices shall include the industry standard coding to reflect the services provided and the billed charges for said services.

CONTRACTOR/S shall provide COUNTY with CONTRACTOR/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. CONTRACTOR/S shall provide updated Forms annually and/or upon demand as payments will not be made to CONTRACTOR/S 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 CONTRACTOR/S may not do their own invoicing for services and CONTRACTOR/S agrees that they shall provide COUNTY'S DPH Director, or designee, with the contact information and signed W-9 and CA 590 Forms of the CONTRACTOR/S' billing company within thirty (30) days of the execution of this Agreement. Should the CONTRACTOR/S change billing companies during the contract period, CONTRACTOR/S shall notify COUNTY'S DPH Director, or designee, within sixty (60) days of the change and shall provide contact information and a 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 CONTRACTOR/S 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 September 9, 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 CONTRACTOR/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 CONTRACTOR/S at least ninety (90) calendar days advance written notice.

2) Maximum Compensation not Extended: In the event CONTRACTOR/S 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, CONTRACTOR/S 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 CONTRACTOR/S has agreed to provide hereunder is interrupted due to a catastrophic event beyond the control of CONTRACTOR/S, COUNTY may elect to terminate this Agreement upon ten (10) days prior written notice to CONTRACTOR/S.

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

1 correct the basis for suspension or termination and resolve the dispute in accordance with Section 5
2 below. If so corrected to the reasonable satisfaction of the non-defaulting Party, this Agreement shall
3 continue according to the terms and conditions herein.

4 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
5 breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR/S.
6 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
7 breach or default. The COUNTY shall have the right to demand of CONTRACTOR/S the repayment to
8 the COUNTY of any funds disbursed to CONTRACTOR/S under this Agreement, which in the judgment
9 of the COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR/S
10 shall promptly refund any such funds upon demand.

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

16 5. AGREEMENT DISPUTE RESOLUTION

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

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1 6. MODIFICATION AND ASSIGNMENT

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

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

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

16 7. INDEPENDENT CONTRACTOR

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

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

27 Because of its status as an independent CONTRACTOR/S, CONTRACTOR/S shall have
28 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR/S

1 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
2 employee benefits. In addition, CONTRACTOR/S shall be solely responsible and save COUNTY harmless
3 from all matters relating to payment of CONTRACTOR/S employees, including compliance with Social
4 Security withholding and all other regulations governing such matters. It is acknowledged that during the
5 term of this Agreement, CONTRACTOR/S may be providing services to others unrelated to the COUNTY
6 or to this Agreement.

7 8. HOLD HARMLESS:

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

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

24 9. INSURANCE

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

1 A. Commercial General Liability: Commercial General Liability Insurance with limits of
2 not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
3 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY requires specific
4 coverages including completed operations, products liability, contractual liability, Explosion-Collapse-
5 Underground, and fire legal liability.

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

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

12 D. Cyber Liability: Cyber Liability Insurance with limits not less than One Million Five
13 Hundred Thousand Dollars (\$1,500,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
14 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
15 undertaken by CONTRACTOR/S in this Agreement and shall include, but not be limited to, claims
16 expenses resulting from claims made against CONTRACTOR/S for a data breach, security breach,
17 infringement of patent or software copyright or misappropriation of trade secrets; or penalties and claims
18 expenses because of a regulatory proceeding where CONTRACTOR/S is legally obligated to pay.

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

21 F. Additional Requirements Relating to Insurance: CONTRACTOR/S shall obtain
22 certificates of insurance or endorsements to the Commercial General Liability insurance naming the County
23 of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only
24 insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall
25 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
26 agents and employees shall be excess only and not contributing with insurance provided under
27 CONTRACTOR/S policies herein. In the event that this insurance is cancelled or changed other than minor
28 changes incidental to a policy renewal, CONTRACTOR/S will provide written notice to COUNTY within

thirty (30) days.

Within sixty (60) days from the date CONTRACTOR/S signs and executes this Agreement, CONTRACTOR/S 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 CONTRACTOR/S policies herein.

In the event CONTRACTOR/S 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

CONTRACTOR/S 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. CONTRACTOR/S shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR/S compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR/S 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

1 include the following:

2 COUNTY

CONTRACTORS

3 COUNTY OF FRESNO

SEE EXHIBIT 1

4 Director, County of Fresno

5 Department of Public Health

6 P.O. Box 11867

Fresno, CA 93775

///

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

22 12. RECORDS

23 A. Upon CONTRACTOR/S commencement of provision of Professional Medical
24 Services, pursuant to this Agreement upon execution on September 10, 2019, CONTRACTOR/S agrees to
25 document services rendered to patients in medical records in accordance with all applicable State and
26 Federal laws, rules, and regulations for services performed at CMC and its affiliated hospitals and facilities.
27 Additionally, to the extent CONTRACTOR/S controls medical health record, CONTRACTOR/S agrees to
28 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. CONTRACTOR/S 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 CONTRACTOR/S and kept accessible as required by State of California and Federal law.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. COUNTY and CONTRACTOR/S 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. CONTRACTOR/S 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

1 have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR/S shall take prompt
2 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure
3 required by applicable Federal and State Laws and regulations. CONTRACTOR/S shall investigate such
4 breach and is responsible for all notifications required by law and regulation or deemed necessary by
5 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY'S
6 Information Security Officer and Privacy Officer and COUNTY'S DPH HIPAA Representative. This written
7 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
8 days of the discovery of the breach to the addresses below:

9 County of Fresno
10 Dept. of Public Health
11 HIPAA Representative
12 (559) 600-6439
13 P.O. Box 11867
14 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, CONTRACTOR/S 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 CONTRACTOR/S is operating as a corporation (a for-
profit or non-profit corporation) or if during the term of the agreement, CONTRACTOR/S changes its
status to operate as a corporation.

1 Members of the CONTRACTOR/S Board of Directors shall disclose any self-dealing transactions
2 that they are a party to while CONTRACTOR/S is providing goods or performing services under this
3 agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR/S is a party
4 and in which one or more of its directors has a material financial interest. Members of the Board of
5 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
6 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit 6, and incorporated herein by
7 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
8 immediately thereafter.

9 17. SEPARATE AGREEMENT

10 It is mutually understood by the Parties that this Agreement does not, in any way, create
11 a joint venture among the individual CONTRACTORS. By execution of the Agreement,
12 CONTRACTORS understand that a separate Agreement is formed between each individual
13 CONTRACTOR and COUNTY. CONTRACTORS further understand that COUNTY utilizes services of
14 other CONTRACTORS and that no single CONTRACTOR is guaranteed any specific amount of
15 compensation during each period of this Agreement.

16 18. SEVERABILITY

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

19 19. ADDITIONS/DELETIONS OF CONTRACTORS

20 COUNTY'S DPH Director, or designee, on behalf of the COUNTY, reserves the right, at
21 any time during the term of this Agreement, to add new contractors to those identified in Exhibit 1.
22 CONTRACTOR/S shall identify which Professional Medical Service they are licensed and CMC
23 credentialed to provide and agree to the service requirements identified in Exhibits 1 and 3 pertaining to
24 those specific licensed and CMC credentialed Professional medical Services, prior to being added to
25 this Agreement. It is understood that any such additions shall not affect the terms and conditions of this
26 Agreement with other CONTRACTORS and, therefore, such additions may be made by COUNTY'S
27 DPH Director or designee without notice to or approval of the other CONTRACTOR/S identified in
28 Exhibit 1. Deletions shall be made in writing by COUNTY'S DPH Director, or designee, to the particular

1 CONTRACTOR/S to be deleted, or shall be in accordance with the provisions of Section 3 of this
2 Agreement.

3 20. SUPERSEDE

4 This Agreement shall supersede in its entirety and render null and void the Assignment of
5 Agreement for specialty professional medical services, including adult primary care services and
6 emergency care, to MISP beneficiaries between COUNTY and University Faculty Associates, Inc.,
7 identified as COUNTY Board Agreement No.14-677-1, which became effective November 16, 2015.

8 21. ENTIRE AGREEMENT

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

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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **CONTRACTORS:**
4 **SEE ATTACHED SIGNATURE PAGE/S**

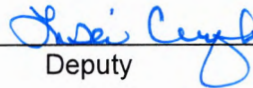
COUNTY OF FRESNO:

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8 _____
Nathan Magsig, Chairman of the Board of
9 Supervisors of the County of Fresno

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

15
16 By: _____


Deputy

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25
26 **FOR ACCOUNTING USE ONLY:**

27 Fund: 0001/10000
28 Org: 5240
Account: 7295

1 **CONTRACTOR:**


2 **Community Medical Imaging (CMI)**

3
4 By:  _____

5 Print Name: Sue Kelton

6 Title: Chief Financial Officer

7 Date: 8/20/19

8
9
10
11 By:  _____

12 Print Name: Hans Hildebrandt, M.D.

13 Title: President

14 Date: 8/21/19

15
16
17
18
19
20
21
22 **Mailing Address:**

23 1867 E. Fir Ave., Suite 104

24 Fresno, CA 93720

25 Contact: Sue Kelton

26 Phone #: (559) 325-5809

27 skelton@cmirad.com

1 **CONTRACTOR:**

2 **Family HealthCare Network (FHCN)**

3
4 By: 

5 Print Name: Kerry L. Hydash

6 Title: President & Chief Executive Officer

7 Date: 8/24/19

8
9
10
11 By: 

12 Print Name: Chad Vawter

13 Title: Chief Financial & Strategy Officer

14 Date: 8/23/19

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21
22 **Mailing Address:**

23 305 E. Center Ave.

24 Visalia, CA 93291

25 Contact: Matt Miller, Managed Care Manager

26 Phone #: (559) 737-4925

27 memiller@fhcn.org

1 **CONTRACTOR:**

2 **UCSF Fresno Medical Education Group (UCSF – Fresno)**

3
4 By: 

5 Print Name: Michael Peterson, M.D.

6 Title: Associate Dean

7 Date: 8/22/19

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21
22 Mailing Address:

23 2625 E. Divisadero St.
24 Fresno, CA 93721

25 Contact: Isabel Stone, Contract & Reimbursement Specialist

26 Phone #: (559) 453-5200

27 Isabel.Stone@CCFMG.org
28

1 **CONTRACTOR:**

2 **Pathology Associates (PA)**

3
4 By: 

5 Print Name: William C. Pitts, M.D.

6 Title: Managing Partner

7 Date: 8/20/19

8
9
10 By: 

12 Print Name: Steven J. Frediani

13 Title: Chief Operating Officer

14 Date: 8-20-19

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21
22 **Mailing Address:**

23 305 Park Creek Drive
24 Clovis, CA 93611

25 Contact: Steven J. Frediani, Chief Operating Officer

26 Phone #: (559) 326-2752

27 SFrediani@pathology-associates.com
28

1 **CONTRACTOR:**

2 **Community Foundation Medical Group (CFMG)**

3
4 By: 

5 Print Name: Mateo DeSoto, M.D.

6 Title: President

7 Date: 8/23/19

8
9
10
11 By: 

12 Print Name: Grant Nakamura, M.D.

13 Title: Secretary

14 Date: 8/23/19

15
16
17
18
19
20
21
22 **Mailing Address:**

23 7370 N. Palm Ave.
24 Fresno, CA 93711

25 Contact: Vicki L. Anderson, Vice President, Managed Care
26 Phone #: (559) 226-6800
27 vanderson@communitymedical.org
28

1 **CONTRACTOR:**

2 **University Faculty Associates, Inc. (UFA)**

3
4 By: 

5 Print Name: Danielle Campagne, M.D.

6 Title: President/Chairman

7 Date: 8/24/2019

8
9
10 By: 

12 Print Name: Joyce Fields-Keene, M.P.A.

13 Title: Chief Executive Officer

14 Date: 8/26/2019

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20
21
22 Mailing Address:

23 2625 E. Divisadero St.
24 Fresno, CA 93721

25 Contact: Isabel Stone, Contract & Reimbursement Specialist

26 Phone #: (559) 453-5200

27 Isabel.Stone@CCFMG.org
28

1 **CONTRACTOR:**

2 **Central California Faculty Medical Group (CCFMG)**

3
4 By: 

5 Print Name: Randall Stern, M.D.

6 Title: President/Chairman

7 Date: 8/24/2019

8
9
10
11 By: 

12 Print Name: Joyce Fields-Keene, M.P.A.

13 Title: Chief Executive Officer

14 Date: 8/24/2019

15
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17
18
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21
22 Mailing Address:

23 2625 E. Divisadero St.
24 Fresno, CA 93721

25 Contact: Isabel Stone, Contract & Reimbursement Specialist
26 Phone #: (559) 453-5200
27 Isabel.Stone@CCFMG.org
28

EXHIBIT 1

List of Contractors

- Community Medical Imaging (CMI)
Sue Kelton, Chief Financial Officer
1867 E. Fir Ave., Suite 104
Fresno, CA 93720
(559) 325-5809
skelton@cmirad.com
- Family HealthCare Network (FHCN)
Matt Miller, Managed Care Manager
305 E. Center Ave.
Visalia, CA 93291
memiller@fhcn.org
(559) 737-4925
- UCSF Fresno Medical Education Group (UCSF – Fresno)
Isabel Stone, Contract & Reimbursement Specialist
2625 E. Divisadero St.
Fresno, CA 93721
Isabel.Stone@CCFMG.org
(559) 453-5200
- Pathology Associates (PA)
Steven J. Frediani, Chief Operating Officer
305 Park Creek Drive
Clovis, CA 93611
SFrediani@pathology-associates.com
(559) 326-2752
- Community Foundation Medical Group (CFMG)
Vicki L. Anderson, Vice President, Managed Care
7370 N. Palm Ave.
Fresno, CA 93711
vanderson@communitymedical.org
(559) 226-6800
- University Faculty Associates, Inc. (UFA)
Isabel Stone, Contract & Reimbursement Specialist
2625 E. Divisadero St.
Fresno, CA 93721
Isabel.Stone@CCFMG.org
(559) 453-5200
- Central California Faculty Medical Group (CCFMG)
Isabel Stone, Contract & Reimbursement Specialist
2625 E. Divisadero St.
Fresno, CA 93721
Isabel.Stone@CCFMG.org
(559) 453-5200

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
<u>COUNTY OF FRESNO</u>)	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

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

3 NOW, THEREFORE, BE IT RESOLVED, that effective December 1,
4 2014, all prior resolutions of the Board that established eligibility criteria for the MISP
5 are repealed; provided, however, that such repeal shall not affect any right or claim
6 which may have accrued to Fresno County (hereinafter "County") pursuant to those
7 resolutions.

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

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

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

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

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

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

1 emergency.

2 6. Any lawful resident of the County of Fresno who is sick or injured and in
3 need of medical care and who is a medical indigent, meaning a person who is not
4 eligible for Medicare or Medi-Cal, who is not, for good cause¹, covered through
5 Covered California, private insurance, a responsible third party or otherwise relieved
6 and who meets the Fresno County Medically Indigent Eligibility Criteria and Payment
7 Determination Plan attached hereto as Attachment "A", and incorporated herein by this
8 reference; provided that provision of any such medical services shall be subject to
9 liability for payment hereof pursuant to the provisions of said Attachment "A", and
10 further provided that a written waiver of the statute of limitations be signed by a person
11 obligated in order to secure payment of the cost of such indigent aid and reimbursement
12 to the County to the extent permitted by law.

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

20 8. Any lawful resident of Fresno County who is denied MISP or who is
21 MISP eligible and is denied a requested medical service is entitled to an appeal as set
22 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.

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

3
4 AYES: Supervisors Poochigian Case McNairy, Larson, Borgeas

5 NOES: Supervisor Perea

6 ABSENT: None

7
8 

Andreas Borgeas
CHAIRMAN, Board of Supervisors

9
10
11 ATTEST:
12 BERNICE E. SEIDEL
13 Clerk, Board of Supervisors

14 By 

15 Deputy
16
17
18

19 AGENDA ITEM NO. 4
20 RESOLUTION NO. 14-308
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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

Attachment A

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:

<u>Household Size</u>	<u>Limit</u>
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.

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.

Attachment A

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:

$$\begin{array}{r} \text{Gross Earned Income} \\ + \text{Gross Unearned Income} \\ \hline = \text{Total Net Income} \end{array}$$

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

<u>Household Size</u>	<u>No Share of Cost</u>	<u>Share of Cost</u>
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 client's 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 acknowledgement, 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

Attachment B

- 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 3

Professional Medical Services

- Emergency Department Medical Services
- Inpatient Hospital Medical Services
- Clinic Services/Specialty Medical Services including, but not limited to:
 - Oral and Maxillofacial Surgery (OMFS)
 - Non-elective Plastic Surgery
 - Primary Care
 - Endocrinology
 - Neurology
 - Pulmonology
 - Cardiology
 - Orthopedics
 - Obstetrics and Gynecology
 - Ears, Nose, and Throat (ENT)
 - Dermatology
 - Oncology
 - Gastroenterology
 - Ophthalmology

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

EXHIBIT 4

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 #0400000096
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 # 0400000004
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 # 04000000096
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

EXHIBIT 4 (continued)

Participating Affiliated Hospitals and Facilities

- 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

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
Shaw Avenue, Suite 172
Fresno, CA 93710
(559) 724-4242
Tax I.D. # 77-0175659 (Home 1630 E. Shaw Avenue, Suite 172)
Therapy & Pharmacy)
Medicare # 019553002
NPI # 1669553129

Outpatient Imaging Service Facilities

- 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

EXHIBIT 4 (continued)

Participating Affiliated Hospitals and Facilities

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

Medical Rehabilitation Services Facilities

- Fresno Community Hospital & Medical Center
d.b.a. Leon S. Peters Rehabilitation Center (Inpatient) Tax I.D. # 94-1156276
2823 Fresno Street Medicare # 050060
Fresno, CA 93721 NPI # 1679654404
(559) 459-6000
- 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 Tax I.D. # 94-1156276
Fresno, CA 93701 Medicare # 050060
(559) 324-4057 NPI # 1104906569
- Fresno Community Hospital & Medical Center
d.b.a. Clovis Community Hospital & Medical Center
Outpatient Physical Therapy
688 Medical Center Drive, Suite 101 Tax I.D. # 94-1156276
Clovis, CA 93611 Medicare # 050492
(559) 324-4057 NPI # 1316027709

Pharmacy (Off-Site/Outpatient)

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

Ambulatory Clinic Facilities

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

EXHIBIT 4 (continued)

Participating Affiliated Hospitals and Facilities

- 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
- Fresno Community Hospital & Medical Center
d.b.a. North Medical Plaza
215 N. Fresno Street, Suites 230 & 370
Fresno, CA 93701
(559) 459-4900
Tax I.D. # 94-1156276
Medicare # 050060
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
2823 Fresno Street
Fresno, CA 93721
(559) 459-6000
Tax I.D. # 94-1156276
Medicare # 050060
State License # 040000096
NPI # 1104906569
- Fresno Community Hospital & Medical Center
d.b.a. Clovis Community Hospital & Medical Center
2755 Herndon Avenue
Clovis, CA 93611
(559) 324-4000
Tax I.D. # 94-1156276
Medicare # 050492
State License # 040000096
NPI # 1316027709

Subacute Center (Medical Ventilation)

- Fresno Community Hospital & Medical Center
d.b.a. Community Subacute and Transitional Care Center
3003 N. Mariposa St.
Fresno, CA 93703
(559) 459-1711
Tax I.D. # 94-1156276
Medicare # 055258
State License # 040000096
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 5

Reimbursement for Specialty, Primary, and/or Emergency Care Professional Medical Services

Claims shall be submitted using the most recent version of Current Procedural Terminology (CPT) codes. COUNTY will pay CONTRACTOR/S on a fee-for-service basis, one hundred percent (100%) of Medicare's Resource Based Relative Value Scale (RBRVS) for the Area 56 in effect at the time the service for CPT codes submitted under the following categories indicated below:

CPT Code Allowed:

Medicine	100% of Medicare allowable Area 56
Surgery	100% of Medicare allowable Area 56
Radiology	100% of Medicare allowable Area 56
Pathology	100% of Medicare allowable Area 56
Family Practice	100% of Medicare allowable Area 56
All other Medical Service	100% of Medicare allowable Area 56
Unlisted Procedures	65% of billed charges

EXHIBIT 6

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.

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:	