PROSTHETIC & ORTHOTIC SERVICES PROVIDER AGREEMENT

CHP Contract Summary

Contract With: **City of Coalinga**
Effective Date: **5/01/2024**

1.	**Effective Date:**	**5/01/2024**
2.	**Agreement Duration:**	**12 months, Evergreen**
3.	**Provider:**	**n/a**
4.	**Specialty:**	**Ambulance Services**
5.	**Primary Address:**	155 W. Durian Coalinga CA 93210
6.	**Primary Phone:**	559-935-1652
7.	**Primary Fax:**	n/a
8.	**Primary Contact:**	Greg DuPuis Fire Chief 559-935-1652 gdupuis@coalinga.com
9.	**Tax Identification Number:**	**94-6000312**
10.	**NPI:**	**1912907668**
11.	**Client(s):**	**Department of State Hospitals (DSH)**
12.	**Addenda Subject, order**	**Addendum A-** Payment Schedule **Addendum B-** Scope of Work

Emergency Ambulance Services

PROVIDER AGREEMENT

This Emergency Ambulance Services Provider Agreement ("Agreement") is made and entered into as of 5/1/2024 by and between City of Coalinga ("Provider"), and Correctional Health Partners, LLC, ("CHP").

RECITALS

WHEREAS, Correctional Health Partners, LLC has the legal authority to enter into this Agreement, and to perform the obligations hereunder with respect to the Healthcare Provider Network (HCPN); and,

WHEREAS, the California Department of State Hospitals (DSH) is contracted with CHP to assist DSH in providing certain functions for the DSH HCPN and

WHEREAS, CHP functions within guidelines and direction defined by DSH, and CHP is not the medical authority for DSH or the DSH HCPN; and

WHEREAS, Provider is an individual practitioner, single or multi-specialty group practice corporation, that provides professional medical or health care services; and,

WHEREAS, CHP and Provider mutually desire to enter into this Agreement whereby Provider shall render covered services to Covered Patients of the DSH.

NOW, THEREFORE, the parties hereto mutually agree, in consideration of the promises and mutual covenants herein contained and other valuable consideration, hereto as follows:

A. DEFINITIONS

As used and capitalized in this Agreement, the following terms shall have the indicated meaning:

A.1 Healthcare Provider Network (HCPN). CHP's, DSH's or a Payer's performance of its obligations to provide, arrange or administer health care, provider networks, administrative or other related services pursuant to a written agreement between a public or private entity or person and CHP.

A.2 Healthcare Provider Network Requirements. The rules, procedures, policies, protocols, and other conditions to be followed by Participating Providers, Practitioners, Covered Patients and CHP with respect to providing Covered Services under the HCPN.

A.3 Clean Claim. Means a claim for payment of health care expenses that is submitted to CHP on a uniform healthcare claim form with all required fields completed or in an agreed upon electronic format, with correct and complete information, timely, and in accordance with this Agreement and CHP policies and procedures and in accordance with State guidelines.

A.4 Covered Services. All professional medical and other services except Excluded Services, to be rendered by Provider to a Covered Patient in accordance with this Agreement, except as limited by the HCPN.

A.5 Coordination of Benefits. The allocation of financial responsibility between two or more Payers of health care services, each with a legal duty to pay for or provide Covered Services to a Covered Patient at the same time.

A.6 Covered Patient. Means an adult Patient who is subject to the control of DSH and eligible, as determined by DSH, for health care benefits managed by CHP under the HCPN.

A.7 Drug Formulary. List of medications eligible for coverage, prior authorization procedures for obtaining coverage for non-formulary medications, and other policies and procedures related to covered medications, under CHP's, DSH's or a Payer's optional Outpatient prescription medication benefit which is offered in conjunction with the HCPN, as revised and updated from time to time.

A.8 Emergency (Emergency Services). Shall mean any medical condition (including active labor and delivery) manifested by acute symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention could reasonably expect to result in: a) placing of the Patient's health in serious jeopardy; b) serious impairment to bodily functions; c) serious dysfunction of any bodily organ or part; or d) pain to the degree that adversely affects the Patient's ability to function.

A.9 Excluded Services. Those health care services and supplies that are determined not to be Medically Necessary or which otherwise are not Covered Services under the HCPN.

A.10 Facility. Means any hospital, Outpatient treatment or diagnostic center, ambulatory surgery facility, skilled nursing facility, residential treatment center or senior center duly licensed or certified by the state in which it is located whose purpose it is to provide Medically Necessary Services to Covered Patients.

A.11 Medical Director. Shall mean a physician designated by CHP to manage CHP's Utilization Management and Quality Management Programs.

A.12 Medically Necessary. Shall mean any health care service required to preserve the Covered Patient's health, and which is determined by DSH or the Medical Director or her/his designee in performance of this Agreement, is not solely for the convenience of the Covered Patient, their physician(s), hospital, or other providers.

A.13 Participating Practitioner/Practitioner. A physician, allied health professional, or other health care professional who has a direct contract with CHP, DSH, another Participating Provider, or is employed by Provider, and who has been accepted by CHP to provide Covered Services to Covered Patients.

A.14 Participating Providers. Shall mean any state-licensed physician, hospital, dentist or other health care professional or facility in good standing with local and state licensing and

regulatory agency(ies) that has entered into a Professional Provider Agreement, Facility, or Ancillary Agreement with CHP to provide Covered Services to Covered Patients. Participating Provider and Participating Practitioner may be the same individual in one entity or practice group ("Provider").

A.15 Payer. Any public or private entity that provides, administers funds, insures, or is responsible for paying Participating Providers for Covered Services rendered to Covered Patients under the HCPN covered under this Agreement.

A.16 Primary Care Physician (PCP). The physician who is a Participating Practitioner and who is responsible pursuant to the applicable HCPN for coordinating and managing the delivery of Covered Services to Covered Patients.

A.17 Prime Directive Services. The DSH provides treatment of conditions that, if not treated, are reasonably expected to deteriorate prior to a patient's discharge, and will result in permanent material impairment, permanent loss of function, or unmanageable pain. In general, the DSH intends to provide a range of medically necessary services that maintain activities of daily living.

A.18 Prior Authorization. When required under the HCPN, the unique authorization number to be obtained from CHP or its designee by a Covered Patient's PCP, or by a Participating Provider, Practitioner, or other physician prior to admitting a Covered Patient to a hospital, or to providing certain other Covered Services to a Covered Patient. This request is required under the Utilization Management Program of the HCPN.

A.19 Quality Management Program. The functions, including, but not limited to, credentialing and certification of providers, review and audit of medical and other records, outcome rate reviews, CHP peer review, and provider appeals, and grievance procedures performed or required by CHP, DSH, or any other permitted person or entity, to review and improve the quality of Covered Services rendered to Covered Patients.

A.20 Referral. When required under the HCPN, the written or electronic request required from the Covered Patient's PCP and usually for a specified number of visits, treatments, or period of time. This request is required under a Utilization Management Program for a Covered Patient to receive Covered Services from a Provider or other health care professional or organization. Referral to a non-participating provider requires Prior Authorization.

A.21 Utilization Management Program. The functions, including, but not limited to Prior Authorization, referrals and prospective, concurrent and retrospective review, performed or required by CHP, or any other permitted person or entity, to review and determine whether medical services or supplies which have been or will be provided to Covered Patients are covered under the HCPN and meet the criteria as Medically Necessary.

B. PERFORMANCE PROVISIONS

B.1 Representations of Provider:

(a) Provider warrants that it has the authority to contract and to be bound to all of the terms and provisions of this Agreement. Provider further warrants that it has the authority to contract on behalf of its Practitioners and to bind them to all of the terms and provisions of the Agreement. Provider will notify Practitioners of their rights and duties under this Agreement and of all amendments and modifications thereto.

(b) Provider represents that the terms of this Agreement do not conflict with the terms of its agreements with Practitioners; nonetheless, Provider represents that the terms of this Agreement shall apply in any situation where there is an inconsistency or conflict with the terms of any agreement between the Practitioner and Provider or with respect to any matter which is not addressed in any such agreement between the Practitioner and Provider, and that Provider shall be responsible to CHP for any such inconsistency or conflict in terms. Provider will notify CHP of any of Provider's Practitioners not participating under this Agreement. This provision shall supersede any similar provision in any agreement between Provider and a Practitioner.

(c) Provider shall provide CHP with a list of the Practitioner names, practice locations, federal tax identification numbers, practice license numbers, Medicare and Medicaid certification number, professional practice name, specialty areas, and the business hours of all physicians and allied health professionals that contract with Provider in Appendix I of this Agreement.

i. If more than one such Provider uses the same federal tax identification number, the professional practice name registered with that number shall be included.

ii. Provider shall provide CHP with at least a quarterly list of additions, deletions, and address changes to the list of Practitioners and a complete list annually. Nothing herein shall prohibit or restrict Provider from seeking to include additional physicians and other providers of health care as Practitioners under this Agreement; however, CHP reserves the right to decline or terminate any Practitioner's participation privileges under this Agreement.

iii. The initial list of Providers is to be included in Appendix I of this Agreement and any additions or deletions shall be by written notification to CHP.

(d) Provider shall immediately notify CHP whenever a Practitioner fails to renew his or her agreement with Provider, whenever Provider has reason to believe a Practitioner will fail to renew his or her agreement with Provider, and whenever Provider knows of an occurrence giving rise to an immediate termination of a Practitioner under Section B. 1 (f) of this Agreement.

(e) Providers are responsible for contacting each facility where they provide services to determine if there are any site-specific guidelines that need to be followed.

(f) Provider shall terminate the participation of a Practitioner under participation in this Agreement immediately upon request of CHP or DSH, in the event of:

1. A Practitioner's failure to comply with CHP's or DSH's Utilization Management Program, Quality Management Program and/or CHP's or DSH's credentialing criteria.

2. Any misrepresentation or fraud by a Practitioner in the credentialing process;
3. Any action by a Practitioner that, in the reasonable judgment of CHP, constitutes gross misconduct.
4. A Practitioner's failure to maintain professional liability and other insurance or bond in accordance with this Agreement.
5. A Practitioner's loss, suspension or restriction of his or her license to practice medicine, narcotic registration certificate issued by the Drug Enforcement Agency, certification to participate in Medicare or Medicaid, or loss of medical staff privileges.

B.2 Credentialing of Provider and/or Practitioners. Provider shall submit to CHP, or its designee, the credentials application, as modified from time to time in accordance with the National Committee for Quality Assurance (NCQA) and CHP standards, or sufficient information to authenticate Provider's licensure and background. The submitted credentials application or information is construed to be a part of this Agreement. In no event will this Agreement become effective, nor will Provider begin performing under this Agreement, until approval by CHP or DSH of Provider's credentials application or verification of information provided by Provider is complete. However, when Provider is other than an individual physician or allied health professional, execution of this Agreement may occur prior to acceptance by CHP of all Provider's credentials applications.

B.3 Credentialing Requirements. Provider represents and warrants that Provider:

(a) Is licensed and, or certified by the State of California, or such state where Covered Services are to be provided, to provide Covered Services;
(b) As applicable, is eligible to hold active staff privileges on the medical staff(s) of one or more hospital Participating Providers;
(c) As applicable, holds a current Drug Enforcement Agency narcotic registration certificate;
(d) Shall maintain all required professional credentials and meet all continuing education requirements necessary to retain board certification or eligibility in Provider's area(s) of practice, where applicable;
(e) Shall maintain a professional relationship with each Covered Patient for whom Provider renders Covered Services, and shall be solely responsible to such Covered Patient for medical care; and
(f) Shall maintain such licensure, compliance, certification, and registration throughout the term of this Agreement.

B.4 Provision of Services. Provider agrees to render Covered Services to Covered Patients of the HCPN covered under this Agreement, in accordance with:

(a) The terms and conditions of this Agreement;
(b) All laws, rules and regulations applicable to Provider, DSH, CHP, as well as specific mandated guidelines (i.e., Hepatitis C, HIV program) outlined by the State of California or Federal regulations for DSH managed care services.
(c) The Utilization Management Program, Quality Management Program, HCPN requirements and grievance, appeals and other policies and procedures of the particular HCPN under which the Covered Services are rendered;

(d) Standards requiring services to be provided within community standards of care and in the same manner, and with the same availability, as services are rendered to other Patients;

(e) The minimum clinical quality of care and performance standards that are professionally recognized and/or adopted, accepted or established within the medical community, by CHP and DSH; and

(f) All applicable laws, rules, regulations and CHP policies and procedures concerning the confidentiality of medical records which do not construe anything in this Agreement as limiting in anyway CHP's accountability or authority regarding those obligations required under this Agreement.

B.5 Drug Formulary. As applicable, Provider shall comply with the drug dispensing guidelines set forth in DSH's Drug Formulary. Provider may request a copy of or additional information addressing DSH's Drug Formulary.

B.6 Coverage. As applicable, Provider shall arrange for coverage, in the event of a treating Provider or Practitioner's illness, vacation or other absence from his or her practice, and shall use his or her best efforts to ensure that such coverage is by a Participating Provider. Provider shall require referrals that are within the DSH network for coverage whenever possible and medically appropriate. Unless authorization is obtained, when coverage is by a non-Participating Provider who has not been credentialed or added to this Agreement by Amendment, claims shall be denied with no recourse against the Covered Patient. Covering physician providers shall agree to provide care at least at the level of care acceptable in the community, as well as the level of care prescribed in CHP'S Provider Manual.

B.7 Appeal Process. Request for appeal of negative utilization review findings will occur within thirty (30) days of the date of receipt of the Provider's request for an appellate review.

B.8 Quality Management Program. Provider shall be solely responsible for the quality of Covered Services rendered to Covered Patients. The Quality Management Program applicable to the HCPN will monitor the quality of Covered Services rendered to Covered Patients. Provider agrees to participate in and cooperate in all respects with the applicable Quality Management Program. Provider also agrees to comply with all decisions rendered in writing by CHP or a Payer in connection with a Quality Management Program. Provider also agrees to provide such medical and other records within ten (10) days of receipt of written notice, and such review data and other information as may be required or requested under a Quality Management Program. Charges for copying will be in accordance with California State guidelines. In the event of a determination that the standard or quality of care furnished by Provider is unacceptable under any Quality Management Program, CHP shall give written notice to Provider to correct the specified deficiencies within the time period specified in the notice. Provider agrees to correct such deficiencies within the time period specified.

B.9 Notice of Adverse Action. Provider shall forward to CHP any written complaint, grievance, malpractice suit, arbitration action, appeal, or any other action that may materially interfere with, modify or alter performance of the Agreement against the

Provider, CHP, DSH within five (5) business days of receipt thereof. Provider also shall notify CHP and DSH promptly of any action against any Provider license, certification under Title XVI II or Title XIX or other applicable statute of the Social Security Act or other State law, and of any material change in the ownership or business operations of Provider or a Facility.

B.10 Insurance Requirements. Provider shall maintain an insurance policy or policies, issued by a company licensed to do business in California or within the state where such Covered Services are provided, in the minimum amounts specified below. Provider agrees to provide CHP with written evidence, acceptable to CHP, of such insurance coverage at execution of this Agreement. Provider also agrees to notify, or to ensure that its insurance carriers notify, CHP at least thirty (30) days prior to any proposed termination, cancellation, or material modification of any policy for all or any portion of the coverage provided as specified below. Provider shall maintain:

(a) Professional Liability insurance in an amount equal to the greater of the highest amount required by law or the accrediting body having jurisdiction over Provider, or $1,000,000 written on occurrence basis and $3,000,000 in the aggregate of claim per policy year.

B.11 CLIA Compliance. As applicable, Provider agrees to comply with Section 353 of the Public Health Service Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments ("CLIA") of 1988 or, in the alternative and upon request, shall provide CHP with a copy of Provider's then current Certificate of Waiver as issued by the Department of Health and Human Services or comparable licensing authority with regard to Provider facility(ies).

B.12 Listing of Information. Both parties agree that CHP, DSH, and Provider may list the name, address, telephone number and other factual information of CHP, Provider, each Facility and Provider's subcontractors and their facilities in its marketing and informational materials. Either party shall supply all printed materials and other information relating to its operations within seven days of a request.

B.13 Self-Referral and Anti-Kickback Compliance. Provider represents that Provider and its Practitioners have not entered into, and during the term of this Agreement agree not to enter into, any financial relationships prohibited under the Federal Physician Self-Referral statute (Social Security Act Section 1877; 42 U.S.C. Section 1395nn) and the regulations promulgated at 42 C.F.R. Section 411 .et seq., and similar State and local statutes and regulations prohibiting certain financial relationships among health care providers. Provider further represents that Provider and its Practitioners have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the Federal anti-kickback statutes (42 U.S.C. Sections 1320a-7, 1320a-7a, and 1320a-7b), the regulations promulgated pursuant to such Federal statutes, related State and local statutes and regulations, and rules of professional conduct.

B.14 Grievance/Appeal Procedure. Provider shall abide by the determination of CHP's and DSH's Complaint/Grievance/Appeals Procedure for the Program.

B.15 Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

C. COMPENSATION

C.1 Compensation Rates. Provider shall accept as payment in full for Covered Services, and all other services rendered to Covered Patients under this Agreement, the amounts payable by DSH as specified in the Payment Schedule Addendum, Addendum A to this Agreement.

C.2 Billing and Payment.

(a) Billing. Provider shall submit to CHP, via the appropriate claim form naming a specific Covered Patient, within one hundred twenty (120) calendar days of the rendering of such services.

(b) As applicable and represented in Addendum A of this Agreement, Provider may submit a claim for Covered Services. For patients that are Medicare eligible, Provider is required to submit a claim to Medicare using the appropriate coding as the initial request for payment. If the claim was submitted following the appropriate modifier and coding and the claim is rejected by Medicare, CHP will verify that the information is correct and will submit the claim to DSH for payment on behalf of the Provider.

(c) Timely Filing. CHP, acting as the Third-Party Administrator (TPA) for DSH shall not be under any obligation to pay Provider on any claim not timely submitted. Provider shall not seek payment from any Covered Patient in the event CHP or a Payer fails to pay Provider for a claim not timely submitted. Provider must submit claims for professional services separately from claims for facility services and utilization.

(d) DSH may refer patients for services to Provider who are classified under Penal Code section 2684 and are therefore CDCR inmates. Except in emergency situations where notification shall occur during or after the provision of services, DSH shall identify these patients to Provider prior to services being rendered. For emergencies, DSH will notify Provider of the classification on the date of services or a reasonable time thereafter. With respect for services rendered to Penal Code section 2684 patients, if the service location is offsite, then Provider shall submit all medical bills for these patients to CDCR for payment. CDCR shall be solely responsible for the payment of these offsite services. However, if the service location is onsite, then Provider shall submit all medical bills to DSH for payment.

(e) Payment. DSH shall make payment on, deny, or settle each of Provider's claim submitted for Covered Services rendered to a Covered Patient, within forty-five (45) days or within the time required by applicable State, Federal law or regulation, whichever is sooner, or such other period of time as set forth in the applicable Program.

C.3 Eligibility. Except in an Emergency, Provider shall verify the eligibility of Covered

Patients before providing Covered Services. CHP shall make a good faith effort to confirm the eligibility of any Covered Patient when such is in question. The DSH and CHP are not financially responsible for services by Provider following the discharge or release of a Patient and outside of the parameters set forth in Section D.5 of this Agreement.

C.4 No Surcharges. Provider shall not charge a Covered Patient any fees or surcharges for Covered Services rendered pursuant to this Agreement. In addition, Provider shall not collect a sales tax, use or other applicable tax from Covered Patients for the sale or delivery of medical services. If CHP or any Payer receives notice of any additional charge, provider shall fully cooperate with CHP or such Payer to investigate such allegations and shall promptly refund any payment deemed improper by CHP.

C.5 Hold Harmless. Provider agrees that in no event, including, but not limited to, non-payment by CHP, the insolvency of CHP, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Covered Patients or persons other than CHP acting on their behalf for Covered Services provided pursuant to this Agreement. Provider further agrees that:

(a) This provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Covered Patients; and

(b) This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and CHP, or persons acting on their behalf. Any modification, addition, or deletion of or to the provisions of this clause shall be effective on a date no earlier than fifteen (15) days after the applicable regulatory agency has received written notice of such proposed change and has approved such change.

C.6 Coordination of Benefits. Provider agrees to conduct Coordination of Benefits in accordance with the policies and procedures established by CHP or a Payer for the HCPN. Provider shall not bill Covered Patients for any portion of Covered Services not paid by the primary carrier when CHP or Payer is the secondary carrier but shall instead look to CHP or Payer for such payment. When a Covered Patient has coverage which is primary through another carrier, CHP's or a Payer's compensation to Provider shall be the difference between the amount paid by the primary payer and total billed charges, limited to CHP's, or Payer's negotiated rates contained in the applicable Addendum to this Agreement. For patients that are Medicare eligible, Provider is required to submit a claim to Medicare using the appropriate coding as the initial request for payment. If the claim was submitted following the appropriate modifier and coding and the claim is rejected by Medicare, CHP will verify that the information is correct and will submit the claim to DSH for payment on behalf of the Provider.

C.7 Third Party Recoveries. When CHP or a Payer has compensated Provider for Covered Services, then CHP retains the right to recover from applicable third-party carriers covering a Covered Patient, including self-insured plans and other third-party sources, and to retain all such recoveries. Provider agrees to provide CHP with such information as CHP may require to pursue recoveries from such third party sources and to promptly remit to CHP any monies Provider may receive from or with respect to such sources of recovery. CHP shall bill all negligent third parties.

D. TERM AND TERMINATION

D.1 Term. The term of this Agreement shall commence on the date set forth on the first page of this Agreement and thereafter shall continue in effect from year to year unless terminated by either party pursuant to this Agreement. This Agreement shall automatically renew for successive annual periods, unless one party notifies the other in writing of its intent not to renew this Agreement, at least ninety (90) days prior to the next scheduled renewal date. The renewal date of the term of this Agreement shall remain the same for all HCPN covered hereunder, even if this Agreement becomes effective with respect to the HCPN after the initial or any renewal date of this Agreement, due to licensure, contract award or other reason.

D.2 Immediate Termination. CHP may terminate this Agreement immediately upon notice to Provider, in the event of:

(a) Violation of any applicable law, rule, or regulation by Provider or any Participating Provider contracted with or employed by Provider.
(b) Failure of Provider or any Participating Provider contracted with or employed by Provider to maintain the professional liability insurance coverage specified hereunder.
(c) Failure of Provider or any Participating Provider contracted with or employed by Provider to comply with the terms, conditions, or determinations of any Utilization Management Program or Quality Management Program or other HCPN requirements.
(d) Failure of Provider or any Participating Provider contracted with or employed by Provider to comply with the cancellation policy herein and agreed office hours and clinic hours (if applicable).
(e) DSH's or CHP's determination that the health, safety, or welfare of any Covered Patient may be in jeopardy if not terminated.

D.3 Termination Due to Material Breach. In the event that either Provider or CHP fails to cure a material breach of this Agreement within thirty (30) days of receipt of written notice to cure, the non-defaulting party may terminate this Agreement, effective as of the expiration of said thirty (30) day period. If cure of the breach occurs within such thirty (30) day period, or if the cure of the breach is one that cannot reasonably occur within thirty (30) days, and the non-defaulting party determines that the defaulting party is making substantial and diligent progress toward correction during such thirty (30) day period, this Agreement shall remain in full force and effect.

D.4 Termination without Cause. Either party may terminate this Agreement without cause upon one hundred twenty (120) days prior written notice to the other party.

D.5 Continuity of Care/Effect of Termination. In the event that a Covered Patient is receiving Covered Services at the time this Agreement terminates, Provider shall continue to provide Covered Services to the Covered Patient until:

(a) Treatment is completed;
(b) The Covered Patient is assigned to another Participating Provider;
(c) The Covered Patient is discharged from an Inpatient facility;
(d) Covered Patients undergoing active treatment for chronic or acute medical condition have access to practitioner through the current active treatment or up to ninety (90) days, whichever is shorter; or

(e) Covered Patients in their second or third trimester of pregnancy have access to the practitioner through the postpartum period

Compensation for such Covered Services shall be at the rates contained in the Addendum A. In the event that CHP terminates this Agreement without cause and with providing proper notice to Covered Patient, Covered Patient may continue to receive care from Provider for sixty (60) days from the date of termination.

RECORDS, AUDITS, AND REGULATORY REQUIREMENTS

D.6 Medical and Other Records. Provider warrants that it prepares and maintains, and will prepare, and maintain, all medical and other books and records required by law in a form maintained in accordance with the general standards applicable to such book or record keeping. Provider and any subcontractor(s) shall maintain such financial, administrative and other records as may be necessary for compliance by CHP, DSH, and Payers with all applicable local, State, and Federal laws, rules, and regulations for a period of seven (7) years, unless otherwise required by law.

D.7 Access to Records: Audits. The records referred to in Section E.1 shall be and remain the property of Provider and/or any subcontractor(s) and shall not be removed or transferred from Provider or any subcontractor(s) except in accordance with applicable local, State, and Federal laws, rules and regulations. Subject to applicable State and Federal confidentiality or privacy laws, CHP or their designated representatives, and designated representatives of local, State, and Federal regulatory agencies having jurisdiction over CHP or DSH, shall have access to Provider's records or the applicable records of any subcontractors with which Provider contracts, at Provider's or subcontractor's place of business on request during normal business hours, to inspect and review and make copies of such records. Such governmental agencies shall include, but not be limited to, the State Department of Health, the State Department of Health Care Services, the State Department of Managed Care, the State Department of Insurance, and the United States Department of Health and Human Services, and the Controller General or their designees. When requested by CHP, DSH or representatives of local, State or Federal regulatory agencies, Provider and/or any subcontractor(s) shall produce copies of any such records at the State prevailing rate. Additionally, Provider agrees to permit CHP, and its designated representatives, and designated representatives of local, State, and Federal regulatory agencies having jurisdiction over CHP or DSH, to conduct site evaluations and inspections of Provider's and/or any subcontractor's offices and service locations. Provider shall keep all records related to performance under this Agreement for seven (7) years, unless otherwise required by law.

D.8 Access to Records; Confidentiality. Provider, CHP, and DSH, during and after the term of this Agreement, shall keep any data or information pertaining to diagnosis, treatment, or health of any Covered Patient confidential. Confidential data and information means any information in a form identifiable with the Covered Patient, including but not limited to Covered Patient medical records, quality improvement information, utilization review information, all statistical data, reports and standards obtained or accessed via hard copy, electronic medium, facsimile transmission or the internet based web-site of CHP.

(a) CHP and Provider agree that nothing in this Agreement shall be construed as a limitation of the Provider's right or obligation to discuss with the Covered Patients matters pertaining to the Covered Patient's health.

(b) Provider, CHP, or their employees or designated representatives shall comply with all applicable State and Federal laws, rules, regulations and the CHP policies and procedures concerning the confidentiality of Covered Patient identifiable data and information. Provider shall maintain and enforce policies and procedures to ensure that Covered Patient identifiable data and information remains confidential at all times.

(c) Provider acknowledges that access to the CHP on-line services system and the information therein is highly confidential. Provider also warrants that access to the CHP on-line services system is restricted to the persons authorized to access the system. Provider represents that no unauthorized person for which he/she is responsible shall at any time have access to said system. Any breach of this section will result in the loss of access to the system by the Subscribers covered under this Agreement.

D.9 Continuing Obligation. The obligations of Provider under Sections E.1, E.2 and E.3 shall not be terminated upon termination of this Agreement, whether by rescission or otherwise. After termination of this Agreement, CHP, and DSH shall continue to have access to Provider's records as necessary to fulfill the requirements of this Agreement and to comply with all applicable laws, rules, and regulations.

E. GENERAL PROVISIONS

E.1 Amendments. Both parties in advance of the effective date thereof must agree to all amendments to this Agreement or any of its Addenda proposed by either party in writing. Amendments required because of legislative, regulatory, or legal requirements do not require the consent of Provider or CHP and will be effective immediately on the effective date thereof. Without all necessary approvals and the expiration of all required notice periods, any amendment to this Agreement which requires prior approval or notice to any Federal or State regulatory agency shall not become effective. Any material changes to this Agreement shall require an amendment. Non-material changes to this Agreement such as change of address, change in point of contact, change in primary phone number or email address, shall not require an amendment, and can be communicated through electronic means.

E.2 Assignment. Neither this Agreement, nor any of Provider's or CHP'S rights or obligations including any subcontract arrangements of Provider or CHP with respect to this Agreement hereunder, is assignable without the prior written consent of the other party. If assignment is acceptable all terms and conditions of this Agreement shall remain in effect and honored by the party accepting assignment. Should the name of Correctional Health Partners change, due to any merger or other cause, Provider agrees that this Agreement shall remain in full force and effect.

E.3 Confidentiality. CHP and Provider agree to hold all confidential or proprietary information or trade secrets of each other in trust and confidence and agree that use of such information shall only for the purposes contemplated herein, and not for any other purpose. Specifically, Provider, as well as CHP and DSH, shall keep strictly confidential all compensation rates set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure of the method of compensation (e.g., fee-for-service, capitation, shared risk pool, DRG or per diem). However, Provider agrees that CHP may extend the compensation rates set forth in this Agreement and its Addenda, to other Participating Providers who may from time to time be responsible for compensating Provider for Covered Services rendered by Provider to a Covered Patient of CHP. CHP and Provider agree that nothing in this Agreement shall be

construed as a limitation of the Provider's right or obligation to discuss with the Covered Patients matters pertaining to the Covered Patient's health.

E.4 Dispute Resolution. Provider and CHP agree to meet and confer in good faith to resolve condition precedent to the filing of any arbitration demand by either party, and no arbitration demand may be filed until the exhaustion of CHP's internal appeal procedures for one year which results in no outcome. In the event dispute resolution between Provider and CHP or DSH becomes necessary, such dispute resolution shall be initiated by either party making a written demand for arbitration on the other party. Such arbitration shall be conducted at a mutually agreed location, agreed to in writing by all the parties. The parties expressly agree to be bound by the decision of the arbitrator(s). The parties further agree that the prevailing, or substantially prevailing, party's costs of arbitration are to be borne by the other party, including attorney fees and costs, all as determined and awarded by arbiter.

E.5 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.

E.6 Non-Exclusive Contract. This Agreement is non-exclusive and shall not prohibit Provider or CHP from entering into agreements with other health care providers or purchasers of health care services.

E.7 No Third-Party Rights. Nothing in this Agreement is intended to or shall be deemed or construed to create any rights or remedies in any third party, including a Covered Patient. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the rights of any such Covered Patient or the duties or responsibilities of Provider or CHP with respect to such Covered Patients.

E.8 Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or overnight courier, or facsimile, addressed as follows:

CHP:	Correctional Health Partners 1720 S. Bellaire St Suite 700 Denver, CO. 80222
Provider	City of Coalinga
ATTN:	Greg DuPuis, Fire Chief
Address:	300 W. Elm Coalinga, CA 93210
Email:	gdupuis@coalinga.com
Contact Number:	559-935-1652

The addresses to which notices are to be sent may be changed by written or electronic notice given in accordance with this Section.

E.9 Severability. If any provision of this Agreement is rendered invalid or unenforceable by

any local, State, or Federal law, rule, or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

E.10 Addenda. Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein. Any provision of an Addendum that conflicts with any provision of this Agreement shall take precedence and supersede the conflicting provision of this Agreement.

E.11 Right to Disagree Concerning Medical Decisions, Policies, or Practices.

(a) No Provider or Practitioner covered by this Agreement shall be prohibited from protesting or expressing disagreement with a medical decision, medical policy, or medical practice of CHP or an entity representing or working for CHP.
(b) CHP or an entity representing or working for CHP shall not be prohibited from protesting or expressing disagreement with a medical decision, medical policy, or medical practice of a Provider or Practitioner covered by this Agreement.
(c) CHP shall not terminate this Agreement because a Provider or Practitioner covered by this Agreement expresses disagreement with a decision by DSH, to deny or limit benefits to a Covered Patient or because the Provider or Practitioner assists the Covered Patients to seek reconsideration of DSH's decision.

F. SPECIAL PROVISIONS AND REGULATORY LANGUAGE

F.1 Compliance with Applicable Law. Provider shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable Federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Provider shall also comply with any and all laws and regulations prohibiting discrimination on the basis of race, color, national origin, age, sex, religion, disability and handicap, including the Americans with Disabilities Act and Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, covered under Section 504 of the Rehabilitation Act of 1973, as amended. CHP is subject to the requirements of various local, State, and Federal laws, rules, and regulations. Any provision required to be in this Agreement by any of the above shall bind Provider and CHP whether or not provided herein.

F.2 Independent Provider Status. The Provider shall perform its duties hereunder as an independent Provider and not as an employee of the DSH or CHP. Neither the Provider nor any agent or employee of the Provider shall be or shall be deemed to be an agent or employee of CHP or the DSH. Provider shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this contract. Provider acknowledges that the Provider and its employees are not entitled to unemployment insurance benefits unless the Provider or a third party provides such coverage and that CHP does not pay for or otherwise provide such coverage. Provider shall have no authorization, express or implied, to bind CHP to any agreements, liability, or understanding except as expressly set forth herein. Provider shall provide and keep in force worker's compensation (and show proof of such insurance if requested) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for the acts of the Provider, its employees and agents.

F.3 Background and Fingerprint. Provider and Provider's staff must be able to pass a background check with the State of California to be eligible for a Provider identification badge (ID). The ID badge will allow the Provider to act as an independent service provider. Provider and service staff, if applicable, shall submit to the background check within ten (10) business days upon execution of the contract and provide DSH with proof of submission. Failure to do so will result in termination of the contract.

(a) Background check may be completed at the Provider's expense. The Provider and service staff shall submit to a LIVE SCAN background check at the Provider's choice of Law Enforcement Agency. It is the responsibility of the Provider to obtain DSH - Hospital's ORI number, which will direct the return results to DSH - Hospital. Provider shall obtain a Request for LIVE SCAN Service Form and provide their full legal name to the DSH – Hospital Human Resources Department, which will include the hospital's ORI number, for the law enforcement agency conducting the LIVE SCAN process.

F.4 Payment of Applicable Taxes. Provider shall be solely responsible for the collection and payment of any sales, use, or other applicable taxes on the sale or delivery of medical services.

F.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, except to the extent such laws conflict with or are preempted by Federal law, in which case such Federal law shall govern.

F.6 Indemnification of Parties. Each party to this Agreement (CHP and Provider) shall indemnify and hold the other harmless from any and all claims, demands, causes of action, judgments, or additional costs and expenses arising from or out of any negligent act or omission of either party to this Agreement, or its agents or employees, while in the performance of its obligations under this Agreement. Each party shall immediately notify the other party in writing of any such claim or potential claim for which indemnification may be sought.

F.7 Federal Fund Disclosure. No Federal appropriated funds have been paid or will be paid by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Covered Patient, an officer, or employee of any agency, or an employee of a Covered Patient in connection with the awarding of any Contract. This includes the extension, continuation, renewal, amendment, or modification of any Contract, grant, loan, or cooperative agreement that utilizes Federal funds. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Covered Patient, an officer or employee of any agency in connection with this Federal Contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

[Remainder of this page intentionally blank]

This Agreement shall become effective as of the date indicated in the first sentence of this Agreement and shall not be considered executed until both parties have affixed their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement in full force and effect.

CORRECTIONAL HEALTH PARTNERS		City of Coalinga	
Signature:		Signature:	
Name:	Deb Goheen	Name:	
Title:	CEO	Title:	
Date:		Date:	

ADDENDUM A
PAYMENT SCHEDULE

Neither DSH, nor CHP have any legal liability within the meaning of 42 U.S.C. 1396a(a)(25)(A) to pay for medical claims, but rather, CHP is assisting DSH in carrying out their constitutionally prescribed responsibilities with respect to the wards of the State of California who are in need of medical care.

COMPENSATION – FEE FOR SERVICES

All Emergency Ambulance Services performed at:

DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	**X** DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 9321O
DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	DSH-Patton 3102 East Highland Avenue Patton, CA 92369
DSH-Sacramento 1600 9th Street, Room 101 Sacramento, CA 95814	DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293

Emergency Ambulance Services are paid at 120% of Current Year Medicare fee-schedule.

Provider agrees that non-emergency transport requested by DSH will be paid at Provider's BLS rate regardless of pre-hospital emergency care personnel dispatched by Provider and Provider shall accept the BLS rate as payment in full.

Provider shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Provider.

Provider understands that this Agreement does not guarantee a specific volume or number of referrals for patient treatment.

Provider Claims are to be submitted directly to:

Claims: Provider shall submit claims (CMS1500/UB04/ADA dental form format) to:

Correctional Health Partners
C/O DSH
P.O. Box 241689
Apple Valley, MN 55124-1689

OR

Electronically using Payor ID “PHPMC”

ADDENDUM B
SCOPE OF WORK

1. SUMMARY OF WORK TO BE PERFORMED:

A. Provider shall provide DSH with Emergency and Non-Emergency Ambulance Services.

2. PROVIDER RESPONSIBILITIES:

A. Provider shall evaluate DSH patients, make necessary recommendations, institute treatment when appropriate. and prepare progress notes or consultation reports on the day services are provided. In more urgent cases, Provider shall immediately notify the Chief Physician and Surgeon or designee of the applicable state hospital.

B. Procedures or services recommended by Provider beyond those initially requested require review and approval by the Chief Physician and Surgeon or designee prior to completion of such procedures or services.

C. Provider shall provide Basic Life Support (BLS), Limited Advanced Life Support (LALS), and/or Advanced Life Support (ALS). All services shall be provided in accordance with the Health and Safety Code, division (commencing with section 1797). BLS services shall include the provision of basic life support and first aid. LALS include pre-hospital emergency medical care limited to techniques and procedures that exceed BLS, but are less than ALS, and that are approved by the local Emergency Medical Services Authority (LEMSA), pursuant to Health and Safety Code, section 1797.178 and California Code of Regulations, title 22, chapter 3, article 2, section 100106. ALS services shall be pre-hospital emergency medical care, and may include, but not be limited to, the following services, supplies, and equipment:

i. Cardiopulmonary resuscitation,
ii. Cardiac monitoring,
iii. Cardiac defibrillation,
iv. Advanced airway management,
v. Intravenous therapy supplies,
vi. Administration of approved pre-hospital care drugs and other medicinal preparations,
vii. Advanced airway management equipment,
viii. Oxygen/ventilation management equipment,
ix. Advanced shock management equipment,
x. Cardiac monitoring equipment with synchronized cardio-version and defibrillation capabilities,
xi. Long/short backboards, traction-type splints and splinting equipment
xii. Intravenous (IV) supplies,
xiii. ALS medications,

xiv. Restraint equipment,

xv. Bandage/hemorrhage control equipment,

xvi. Pneumatic anti-shock trousers,

xvii. LALS or ALS medications appropriate for the type of services needed.

D. Provider shall maintain, throughout the term of the contract, a valid ambulance service permit, a nontransferable California Highway Patrol emergency ambulance license required for non-public entity contracts, and a business license issued by the city or county where the business is being conducted. Provider shall be in compliance with the State of California and California Highway Patrol standards for operation of vehicles and maintenance of emergency care equipment and supplies.

E. Provider shall, throughout the term of the contract, be licensed in accordance with all local, State and Federal regulations governing ambulance services and shall provide properly trained pre-hospital emergency care personnel licensed and/or certified in accordance with the Health and Safety Code, Emergency Medical Services, division 2.5 (commencing with section 1797).

F. Provider shall respond to all calls within the timeframes specified by the LEMSA standards. Provider shall respond by the most direct route except when weather and/or traffic conditions dictate otherwise.

G. Provider shall inform DSH immediately if Provider is unable to respond in accordance with the LEMSA timeframes to the DSH request for ambulance service. DSH reserves the right to arrange for alternative ambulance services in the event that Provider is unable to respond within the LEMSA timeframes or is unable to provide service in accordance with the agreed upon terms of this contract

H. During a hospital emergency and at the request of the DSH Chief Physician and Surgeon or designee, Provider agrees to provide one or more ALS vehicles on a standby basis.

I. Quality Assurance

i. Provider shall maintain an active, systematic process, based on objective and measurable criteria, by which to monitor and evaluate the quality and appropriateness of patient health care services. Such monitoring shall also be to provide assurances that those services were medically necessary, delivered in a cost effective manner, and delivered with the assurance of quality.

ii. Provider shall maintain a mechanism for reporting the results for these activities to the DSH. Provider shall, as requested, provide the DSH with patient data needed for the purposes of updating, enhancing, or modifying the DSH Medical Standards of Care health care policy. Patient data shall include patient complications, patient mortality, patient stability at time of discharge/transfer, post-discharge complication rate, post discharge mortality rate, and re-admission rate. Additional data must be provided to the DSH, upon request.

J. Provider agrees that DSH physicians, social workers, and designated registered nurses shall be allowed to visit DSH patients at the Provider's medical facility and may review the patient's medical record any time to help determine. for purposes of planning, the level of services being provided, current diagnoses and treatments. and level of care that is currently required or likely to be required in the future. Any medical records regarding DSH patients, which are maintained in the Provider's medical facility, shall be provided to the DSH upon request.

K. Provider, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Provider. their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.

L. If services are provided on DSH grounds, Provider, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are <u>not</u> valid) in order to be admitted into secured areas.

M. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all Providers. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.

    i. Upon the expiration or termination of this Agreement, Provider shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Provider will be responsible for the current replacement cost of the PDA tag (at the rates of $85.00 per tag, and $15.00 per charger). Provider will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Provider will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Provider for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.

N. If services are provided on DSH grounds, Provider, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Provider is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.

O. If services are provided on DSH grounds, Provider, their personnel,

subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.

P. If services are provided on DSH grounds, then Provider, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Provider and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Provider and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.

Q. If services are provided on DSH grounds, Provider understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to. tools and communication devices that the Provider, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no **way** shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by the DSH, Provider shall comply with all such limitations and restrictions.

R. If services are provided on DSH grounds, Provider, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).

S. If services are provided on DSH grounds, then Provider shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may required and scheduled by the DSH.

T. Provider and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Provider shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Provider agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

U. Provider shall provide services as outlined in this Agreement. Provider shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

V. Provider and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the

conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such !aw above referred to, then the Provider shall immediately notify the state in writing.