

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
16-714 A-1

SAP Number

Department of Public Health

Department Contract Representative	Karla Rosales
Telephone Number	909-531-1795
Contractor	Inland Empire Health Plan
Contractor Representative	Sonia Herrera
Telephone Number	909-296-3567
Contract Term	11/1/2016 – 10/31/2021, with auto renewals
Original Contract Amount	
Amendment Amount	\$0
Total Contract Amount	
Cost Center	9300131000

Briefly describe the general nature of the contract:

Approve Amendment No. 1 to Revenue Agreement No. 16-714 with Inland Empire Health Plan and IEHP Health Access for the Department of Public Health, updating Addendum A to expand specialty care services to include the Covered California line of business.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, County Counsel

Date Sep 12, 2023

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Joshua Dugas, Director of Public Health

Date Sep 12, 2023

AMENDMENT
PARTICIPATING PROVIDER AGREEMENT - SPECIALIST
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND

SAN BERNARDINO COUNTY DBA SAN BERNARDINO COUNTY DEPARTMENT OF
PUBLIC HEALTH

WHEREAS, the Inland Empire Health Plan ("IEHP") and SAN BERNARDINO COUNTY DBA SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH ("PROVIDER") agree to amend the PARTICIPATING PROVIDER AGREEMENT - SPECIALIST between them dated November 1, 2016 (the "Agreement");

Recitals:

WHEREAS, IEHP and PROVIDER have entered into a certain PARTICIPATING PROVIDER AGREEMENT - SPECIALIST Agreement dated as of the date listed above, as amended;

WHEREAS, IEHP has submitted an application to participate as a qualified health plan on Covered California, the California Health Benefit Exchange ("Covered California") and to offer mirror products off of the California Health Benefit Exchange (collectively, the "Commercial Programs");

WHEREAS, PROVIDER desires to act as a Participating Provider under IEHP's Commercial Programs, including, without limitation, IEHP's Health Benefit Exchange Program, upon receipt of the IEHP's receipt of approval to participate as a qualified health plan issuer in California from all regulatory agencies;

WHEREAS, IEHP and Provider desire to amend the Agreement as set forth herein to effectuate such participation.

NOW THEREFORE, the parties agree as follows:

A. The language of the COVERED CALIFORNIA ADDENDUM, is hereby added in its entirety.

- B. Notwithstanding the date of execution, unless otherwise referenced, this Amendment shall be effective January 1, 2024.
- C. All other terms and conditions of the Agreement are to remain in full force and effect.
- D. PROVIDER certifies that the individual signing herein has authority to execute this Amendment on behalf of PROVIDER and may legally bind PROVIDER to the term and conditions of this Amendment, and any attachments hereto.
- E. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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IN WITNESS WHEREOF, the parties hereto have signed this Amendment as set forth below.

**SAN BERNARDINO COUNTY DBA SAN
BERNARDINO COUNTY DEPARTMENT
OF PUBLIC HEALTH:**

By: 

Dawn Rowe, Chair, Board of Supervisors
Print Name and Title

Date: SEP 26 2023

TIN: 956002748

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 
Deputy


INLAND EMPIRE HEALTH PLAN:

By: Keenan Freeman
Keenan Freeman (Sep 25, 2023 10:50 PDT)
Jarrod B. McNaughton, MBA, FACHE
Chief Executive Officer

Date: Sep 25, 2023

By: _____
Chair, Governing Board

Date: _____

Attest: _____
Secretary, Governing Board

Date: _____

Approved as Form:

By: _____
Anna W. Wang
Vice President, Chief Legal Officer

Date: _____

COVERED CALIFORNIA ADDENDUM

ADDENDUM A

COVERED CALIFORNIA PROGRAM REQUIREMENTS

SPECIALIST PROVIDER

SAN BERNARDINO COUNTY DBA SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH

COVERED CALIFORNIA PROGRAM REQUIREMENTS

To the extent that (i) IEHP offers any IEHP Programs under Covered California and (ii) PROVIDER is a Participating Provider in that program under this Contract, the additional terms in this Addendum I shall apply to PROVIDER and to any Subcontract under which PROVIDER and its Subcontractors render services to Members enrolled in Covered California. PROVIDER also shall comply with all applicable provisions of the Patient Protection and Affordable Care Act (and the regulations promulgated thereunder) and IEHP's Qualified Health Plan Issuer contract with Covered California ("QHP Contract").¹ IEHP is referred to as "Contractor" under the QHP Contract.

I. Covered California Requirements

1. PROVIDER agrees to comply, and to require its Subcontractors to comply, with the requirements applicable to subcontractors of IEHP under the QHP Contract and incorporate such applicable requirements in PROVIDER's contract with its Subcontractors, including but not limited to the provisions under §3.4.1(d) of the QHP Contract. [QHP Contract §1.3(b) and §3.4.1(c)]
2. All Covered Services must be provided by duly licensed, certified, or accredited Providers consistent with the scope of their license, certification, or accreditation and in accordance with the applicable laws, rules, regulations, the standards of medical practice in the community, and the terms set forth in the QHP Contract. [QHP Contract § 3.4.1(a)]
3. PROVIDER agrees to be bound, and to bind each of its Subcontractors, by all provisions of the QHP Contract that are applicable to the Covered Services that PROVIDER and its Subcontractors provide under the Contract [QHP Contract § 3.4.1(d)], including but not limited to:
 - a. Coordination with Covered California and other programs and stakeholders.

¹ The model QHP Contract, which may be subsequently amended, is currently available at <https://www.hbex.ca.gov/insurance-companies/>.

- b. Relationship of the parties as independent contractors [QHP Contract § 1.3(a)] and IEHP's exclusive responsibility for obligations under the QHP Contract [QHP Contract § 1.3(b)].
- c. Participating Provider directory requirements [QHP Contract § 3.4.4].
- d. Symphony Provider directory requirements [QHP Contract § 3.4.5)].
- e. Implementation of processes to enhance stability and minimize disruption to Provider network [QHP Contract § 3.3.5].
- f. Notices, network requirements, and other obligations relating to costs of out-of-network services and other benefits [QHP Contract § 3.4.3].
- g. Provider credentialing, including maintenance of licensure and insurance [QHP Contract § 3.4.2].
- h. Customer service standards [QHP Contract § 3.6].
- i. Utilization review and appeal processes [QHP Contract § 4.3].
- j. Maintenance of a corporate compliance program [QHP Contract § 1.2].
- k. Enrollment and eligibility determinations and collection practices [QHP Contract Article 2].
- l. Appeals and Grievances [QHP Contract §3.6.2].
- m. Member and marketing materials [QHP Contract §2.4].
- n. Disclosure of information required by Covered California, including financial and clinical [QHP Contract § 1.13], Quality, Network Management and Delivery System Standards [QHP Contract Article 4], and other data, books, and records [QHP Contract Article 10].
- o. Nondiscrimination [QHP Contract § 1.11].
- p. Conflict of interest and integrity [QHP Contract § 1.12].
- q. Other laws [QHP Contract § 1.14].
- r. Quality, network management and delivery system standards to the extent applicable to Participating Providers [QHP Contract Article 4], including disclosure of contracting arrangements with Participating Providers as required pursuant to Attachment 7 ("Quality, Network Management and Delivery System Standards") to the QHP Contract.
- s. Performance measures, to the extent applicable to Participating Providers [QHP Contract Article 6].
- t. Continuity of care, coordination, and cooperation upon termination of the QHP Contract and transition of Members [QHP Contract § 3.3.5 and Article 7].
- u. Security and privacy requirements, including compliance with HIPAA [QHP Contract Article 9].
- v. Maintenance of books and records [QHP Contract Article 10].

4. PROVIDER agrees to comply with all applicable federal, State, and local laws, rules, and regulations [QHP Contract §§ 3.4.1(b), 3.4.1(d)(x) & (xvii), 1.14, 1.2(c)], including without limitation:
- a. The federal Patient Protection and Affordable Care Act, (P.L. 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), known collectively as the Affordable Care Act.
 - b. The California Patient Protection and Affordable Care Act, AB 1602 and SB 900 (Chapter 655, Statutes of 2010 and Chapter 659, Statutes of 2010).
 - c. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*).
 - d. The Anti-Kickback Statute (42 U.S.C. § 1320a-7b).
 - e. The Public Contracts Anti-Kickback Act (41 U.S.C. §§ 51 *et seq.*).
 - f. The Stark Law (42 U.S.C. § 1395nn).
 - g. The Knox-Keene Health Care Service Plan Act of 1975 (Cal. Health & Safety Code §§ 1340 *et seq.*) and California Insurance Code.
 - h. The Drug-Free Workplace Act of 1990 (Government Code §§ 8350 *et seq.*).
 - i. All applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.
 - j. Public Contract Code Section 10295.3 with regards to benefits for domestic partners.
 - k. Environmental laws, rules, and regulations applicable to its operations, including those relating to certifying compliance with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste.
 - l. Any and all other State and federal laws, rules, and regulations, applicable to the operation of Covered California, and PROVIDER's provision of services under the Contract and the QHP Contract.

5. PROVIDER recognizes that the performance of services under the QHP Contract depends upon the joint effort of Covered California, IEHP, PROVIDER, and any other authorized Subcontractors. PROVIDER shall coordinate and cooperate with IEHP and such Subcontractors to the extent necessary to promote compliance with the terms set forth in the QHP Contract. PROVIDER shall also coordinate and comply with requirements of other State agencies that affect the Members, including DHCS, regarding the development and implementation of CalHEERS with respect to eligibility and enrollment considerations or as may be required under inter-governmental agency agreements or other laws, rules, regulations, or program instructions. [QHP Contract §§ 3.4.1(d)(i), 1.7]
6. PROVIDER shall exercise due diligence in the selection of any Subcontractors that are permitted under the QHP Contract, subject to any IEHP approval requirement, and in the monitoring of services provided by Subcontractors for compliance with the terms of the QHP Contract and applicable laws, rules, regulatory requirements, and orders. [QHP Contract §§ 1.3(b), 3.4.1(d)(ii)]
7. Nothing in the QHP Contract or Contract shall be construed or deemed to create a relationship of employer or employee or partner or joint venture or principal and agent between Covered California and PROVIDER or IEHP and PROVIDER. The parties acknowledge that they are independent contractors. [QHP Contract §§ 3.4.1(d)(ii), 1.3(a)]
8. PROVIDER shall provide information to IEHP to allow IEHP to comply with its provider directory obligations under the QHP Contract. PROVIDER acknowledges that Covered California may use PROVIDER's data for any noncommercial purposes. [QHP Contract §§ 3.4.1(d)(iii), 3.4.4]
9. PROVIDER shall comply with applicable laws, rules and regulations governing liability of Members for Covered Services provided to Members, including those relating to holding a Member harmless from liability if IEHP fails to pay an amount owed by IEHP to PROVIDER. PROVIDER shall inform every Member in a manner that allows the Member the opportunity to act upon a PROVIDER's proposal or recommendation regarding (i) the use of a non-Participating Provider or (ii) the referral of a Member to a non-Participating Provider for proposed non-Emergency Services. PROVIDER shall disclose to a Member considering accessing non-Emergency Services from a Participating Provider if a non-Participating Provider will be used as part of the Participating Provider's plan of care. PROVIDER is responsible for complying with the provider manual and may rely upon the provider directory of IEHP in fulfilling its obligation under this provision. [QHP Contract §§ 3.4.1(d)(vi), 3.4.3]
10. If PROVIDER is delegated activities relating to credentialing and re-credentialing, the process used by PROVIDER must be reviewed and approved by IEHP and as otherwise required by DMHC or any other applicable regulator. [QHP Contract §§ 3.4.1(d)(vii), 3.4.2]
11. PROVIDER shall cooperate and comply with and participate in the utilization management program established by IEHP in compliance with applicable laws, rules and regulations, including Health and Safety Code § 1367.01. [QHP Contract §§ 3.4.1(d)(ix); 4.3]

12. PROVIDER shall comply with all Covered California eligibility and enrollment determinations and shall provide required assistance to IEHP in its efforts to comply with the terms relating to eligibility, enrollment, and Member marketing materials from the QHP Contract. [QHP Contract §§ 3.4.1(d)(xi), Article 2]
13. PROVIDER shall cooperate and comply with the internal review process established by IEHP to resolve Member's written or oral Grievances and Appeals, including those involving expressions of dissatisfaction regarding PROVIDER. PROVIDER shall comply with State and federal laws, rules, and regulations relating to the external review process, including independent medical review, available to Members for Covered Services. [QHP Contract §§ 3.4.1(d)(xii), 3.6.2(a)]
14. Except with respect to any longer periods that may be required under applicable laws, PROVIDER shall maintain a medical record documentation system adequate to fully disclose and document the medical condition of each Member and the extent of Covered Services provided to each Member by PROVIDER. Clinical records shall be retained for at least seven (7) years following the year of the final Claims payment. Except as otherwise required by applicable law, if an audit, litigation, research, evaluation, claim or other action involving the foregoing records has not concluded before the end of the seven (7) year minimum retention period, PROVIDER shall retain the clinical records until all issues arising out of the action have been resolved. [QHP Contract §§ 3.4.1(d)(i) & (xxii), 10.1]
15. Except as otherwise required to be maintained for a longer period by law or the QHP Contract, financial records, supporting documents, statistical records, and all other records pertinent to amounts paid to or by IEHP in connection with the QHP Contract shall be retained by PROVIDER for at least ten (10) years from the date of the final claims payment. PROVIDER shall maintain accurate books, accounts, and records and prepare all financial statements in accordance with the requirements of the QHP Contract as applicable to PROVIDER. This shall include adequate data customarily maintained and reasonably necessary to properly document each of its transactions with IEHP during the period the QHP Contract remains in force and records of claims, including medical review and high dollar special audit claims. [QHP Contract §§ 1.13, 3.4.1(d)(xiv), (xxii), 10.2(a), 10.2(b)]
16. PROVIDER shall cooperate with IEHP's obligations under the QHP Contract to maintain historical claims data and other records and data relating to the utilization of Covered Services by Members online for two (2) years from date that the QHP Contract is terminated with respect to Covered Services provided to Members during the terms of the QHP Contract. These records shall include, but are not limited to, the data elements to produce specific reports mutually agreed upon by Covered California and IEHP and in such form reasonably required by Covered California that is consistent with industry standards and requirements of DMHC or any other applicable regulator regarding statistical, financial, and/or data reporting requirements, including information relating to diagnosis, treatment, amounts billed (allowed and paid), dates of service, procedure numbers, deductible, out-of-pocket, and other cost sharing for each claim. [QHP Contract §§ 3.4.1(d)(xiv) and (xii), 10.2(c)]

17. PROVIDER agrees that Covered California, the California Department of General Services, California State Auditors, or their designated representatives shall, subject to applicable State and federal laws regarding the confidentiality and release of Protected Health Information of Members, have the right to review and to copy any records and supporting documentation pertaining to the performance of the QHP Contract. PROVIDER agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is otherwise required. PROVIDER agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. [QHP Contract §§ 3.4.1(d)(xxii), 10.5(c)]
18. PROVIDER and its agents and employees shall not, in accordance with the Affordable Care Act Section 1557 (42 U.S.C. § 18116), cause an individual to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), or subject to any other applicable laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through Covered California. [QHP Contract §§ 3.4.1(d)(xi), 1.11(a)]
19. PROVIDER and its agents and employees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (40 or over), marital status, genetic information, sexual orientation, gender identity, or use of family and medical care leave. PROVIDER and its agents and employees shall evaluate and treat employees and applicants for employment in a manner that is free from such discrimination and harassment. PROVIDER and its agents and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §§ 12900, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR §§ 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990, set forth in CCR Chapter 5 of Division 4 of Title 2, including, 2 CCR §§ 8103 *et seq.*, are incorporated into the QHP Contract by reference and made a part hereof as if set forth in full. PROVIDER shall give written notice of its nondiscrimination obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. [QHP Contract §§ 3.4.1(d)(xv), 1.11(b)]
20. PROVIDER agrees to be free from any conflicts of interest with respect to Covered Services provided under the QHP Contract. PROVIDER and its personnel shall not currently have, and shall not have throughout the term of the Contract, any direct interest which may present a conflict in any manner with the performance of services required under the QHP Contract. PROVIDER represents that it is not aware of any conflict of interest or any basis for potential violations with respect to applicable laws that govern referrals required for the provision of certain Covered Services, including federal and State anti-kickback and anti-self-referral laws, rules, and regulations. [QHP §§ 3.4.1(d)(xvi), 1.12]
21. PROVIDER shall cooperate and comply with programs established by IEHP consistent with its quality, network management, and delivery system standards obligations under the QHP

Contract, including Covered California quality initiatives, the quality rating system, transparency and quality reporting, and quality improvement strategy. This obligation shall include the provision of necessary information to IEHP to ensure IEHP's compliance with its required reporting obligations pursuant to Attachment 7 of the QHP Contract. [QHP Contract §§ 3.4.1(d)(xviii), 4.2]

22. PROVIDER shall comply with all applicable QHP Contract customer service standards that are applicable to PROVIDER. [QHP Contract §§ 3.4.1(d)(viii), 3.6]
23. PROVIDER shall comply with all applicable QHP Contract performance standards that are applicable to PROVIDER. [QHP Contract §§ 3.4.1(d)(xix), Article 6]
24. PROVIDER shall comply with applicable QHP Contract Member and marketing requirements applicable to PROVIDER. [QHP Contract §§ 3.4.1(d)(xiii), 2.4]
25. PROVIDER agrees to comply with policies and procedures implemented by IEHP to enhance stability and minimize disruption to IEHP's provider networks. PROVIDER shall provide IEHP with the information necessary to comply with notice and other requirements in the cases of block transfers (Health and Safety Code § 1373.65) and network disruptions (Health and Safety Code §§ 1373.23 and 1366.1 and Insurance Code § 10199.1). In the event of a change related to network disruption, block transfers, or other similar circumstances, PROVIDER shall cooperate with Covered California in planning for the orderly transfer of Members as necessary and as required under applicable laws, rules, and regulations, including those relating to continuity of care set forth at Health and Safety Code § 1373.95 and as otherwise set forth in the QHP Contract. In the event of a termination of the QHP Contract or decertification of one or more of IEHP's qualified health plans, PROVIDER shall cooperate fully with IEHP and Covered California to assure the continuity of care for Covered Services. [QHP Contract §§ 3.4.1(d)(v), 3.4.1(d)(xx), 3.3.5, Article 7]
26. PROVIDER agrees to comply with applicable provisions of HIPAA, including the Administrative Simplification Provisions of HIPAA, as codified at 42 U.S.C. § 1320d *et seq.*, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and any current and future regulations promulgated under HITECH or HIPAA, all as amended from time to time and collectively referred to herein as the "HIPAA Requirements." PROVIDER agrees not to use or further disclose any PHI, other than as permitted or required by the HIPAA Requirements and the terms of this Contract and the QHP Contract. Terms utilized in this Section 26 that are not otherwise defined in the Contract shall have the meanings set forth in the HIPAA Requirements. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(a)]
 - a. PROVIDER shall maintain technology policies and procedures acceptable to IEHP that provide reasonable safeguards to protect PHI and Personally Identifiable Information stored, maintained, or accessed on hardware and software utilized by PROVIDER and its Subcontractors. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(b)(ii)(7)(e)]
 - b. PROVIDER shall mitigate to the extent practicable, any harmful effect that is known to PROVIDER of any Security Incident related to PHI and/or Personally Identifiable Information or of any use or disclosure of PHI and/or Personally Identifiable Information by PROVIDER in violation of the requirements of the QHP Contract or

applicable privacy and security laws and regulations and agency guidance. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(b)(ii)(7)(f)]

- c. PROVIDER shall comply with all applicable Covered California Protection of Information policies, in accordance with the terms and conditions set forth in the QHP Contract and as detailed in Section 9.2 of the QHP Contract, Protection of Information Assets, including, but not limited to, executing non-disclosure agreements and other documents required by such policies. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(b)(ii)(7)(h), 9.2]
- d. PROVIDER shall cooperate with Covered California in investigating the Breach and/or successful Security Incident involving PHI and/or Personally Identifiable Information and in meeting Covered California's obligations, if any, under applicable State and federal security breach notification laws, regulatory obligations, or agency requirements. If the cause of the Breach or the successful Security Incident involving PHI and/or Personally Identifiable Information is attributable to PROVIDER, PROVIDER shall be responsible for Breach notifications and reporting as required under applicable federal and State laws, regulations, and agency guidance. Such notification(s) and required reporting shall be done in cooperation with Covered California and IEHP. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(e)(iii)]
- e. In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of IEHP, PROVIDER agrees to comply with all applicable requirements of the Electronic Transactions Rule set forth in 45 CFR. Part 162. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(f)(iv)]
- f. PROVIDER shall indemnify, hold harmless, and defend Covered California from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs Covered California determines to be reasonable), losses, penalties, fines, and liabilities arising from or due to a Breach or other non-permitted use or disclosure of PHI and/or Personally Identifiable Information by PROVIDER or its Subcontractors or agents, including, without limitation, (1) damages resulting from any action under applicable (a) HIPAA Requirements, (b) the QHP Contract requirements, or (c) California law, and (2) the costs of Covered California's actions taken to: (a) notify the affected Individual(s) and other entities of and to respond to the Breach; (b) mitigate harm to the affected Individual(s); and (c) respond to questions or requests for information about the Breach or other impermissible use or disclosure of PHI and/or Personally Identifiable Information. [QHP Contract §§ 3.4.1(d)(xxi), 9.1(f)(vi)]

27. Books and records shall be kept in a secure location at the PROVIDER's office(s), and books and records related to the QHP Contract shall be available for inspection and copying by Covered California, Covered California representatives, and such consultants and specialists as designated by Covered California, at any time during normal business hours and upon reasonable notice. If any inquiry, audit, investigation, litigation, claim or other action involving the records is ongoing and has not been finally concluded before the end of the ten

(10) year minimum retention period, the applicable financial records must be retained until all issues arising out of the action have been resolved. [QHP Contract §§ 3.4.1(d)(xxii), Article 10]

28. PROVIDER shall promptly notify IEHP in writing of any inquiry, audit, investigation, litigation, claims, examination, or other proceeding involving PROVIDER that is threatened or commenced by any regulatory agency or other party that a reasonable person might believe could materially affect the ability of IEHP to perform in accordance with the terms set forth in the QHP Contract. [QHP Contract §§ 3.4.1(d)(xxii), Article 10]
29. PROVIDER shall maintain compliance and provide IEHP with a description of its fraud, waste, and abuse detection and prevention programs and its other compliance programs to ensure compliance of its obligations and IEHP's reporting obligations under the QHP Contract. [QHP Contract § 1.16]
30. PROVIDER shall maintain insurance commensurate with the nature of its work and all coverage shall be subject to the requirements set forth in the QHP Contract and applicable laws, rules, and regulations. [QHP Contract § 8.1.

II. DMHC Requirements

The DMHC regulates products governed by the Knox-Keene Act, which includes IEHP's Covered California Program.

1. Member Confidentiality. PROVIDER will not disclose medical information regarding a Member unless such disclosure complies with the requirements of the California Confidentiality of Medical Information Act, including California Civil Code §§ 56.10, § 56.104, and 56.107 as amended. [Health & Safety Code ("HSC") 1348; 28 CCR §§ 1300.51(d) K.2., 1300.67.8(a)]
2. Continuation of Care after Termination for Certain Conditions. If the Contract is terminated by either party for any reason other than termination for a medical disciplinary cause or reason, or fraud or other criminal activity, PROVIDER will, at the request of the Member and IEHP, continue to provide Covered Services to Members with certain medical conditions as described in and pursuant to the California Health & Safety Code § 1373.96, until the services are completed or the time limitations described therein have been reached. The provision of the continued services for Members with these medical conditions is subject to the same contractual terms and conditions that were imposed upon PROVIDER under the Contract immediately prior to termination, including the rate of compensation. Reimbursement for such services will be at the applicable rates listed on the Contract's compensation schedule. Upon termination of the Contract, IEHP is liable for the Covered Services rendered by PROVIDER (other than any permissible copayments, coinsurance, or deductibles, as set forth in the Member's evidence of coverage) to a Member who retains eligibility under the applicable evidence of coverage or by operation of law and who is under PROVIDER's care at the time of termination of the Contract until the Covered Services the PROVIDER renders to the Member are completed or until IEHP makes reasonable and medically appropriate provisions for the assumption of such services by another contracted provider. [HSC §§ 1373.95 and 1373.96; 28 CCR § 1300.67.4(a)(10)]
3. No Action at Law Against a Member; Use of Surcharges. Neither PROVIDER nor PROVIDER's agent, trustee, or assignee shall impose or collect a surcharge from a Member for services provided to the Member pursuant to the Contract, nor shall PROVIDER nor PROVIDER's agent, trustee, or assignee maintain any action at law against a Member to collect sums owed by IEHP to PROVIDER for services provided to the Member pursuant to the Contract. Upon notice of any such action or upon notice that PROVIDER has imposed surcharges for Covered Services, IEHP will take appropriate action. As used in this Section 3, the term "surcharges" means an additional fee which is charged to a Member for a Covered Service but which is not approved by the Director of the DMHC, provided for in the evidence of coverage, and disclosed in the evidence of coverage, or the disclosure form used as the evidence of coverage. [HSC § 1379; 28 CCR §§ 1300.51(d)K.2., 1300.67.8(d)]
4. Maintenance and Access to Records. PROVIDER shall maintain and ensure ready availability of Member medical records and shall share with IEHP all pertinent information

relating to the health care of each Member. PROVIDER will prepare and maintain such records, and will provide such information to IEHP or to the Director of the DMHC, as may be necessary for IEHP's compliance with the provisions of the Knox-Keene Act and the regulations thereunder. Such records must be maintained for at least five (5) years, except that if other regulatory requirements require a longer retention period, that longer period will apply. This maintenance obligation shall not terminate upon a termination of the Contract, whether by rescission or otherwise. Records maintained by PROVIDER under this section shall not be removed from the State of California without the prior consent of the Director of the DMHC. In addition, PROVIDER will permit IEHP to access at reasonable times upon demand PROVIDER's books, records, and documents relating to the Covered Services provided to Members, to the cost thereof, to payments PROVIDER received from Members (or from others on their behalf) for such services, and, unless PROVIDER is compensated on a fee-for-service basis, to the financial condition of PROVIDER. [HSC §§ 1381, 1382, 1385; 28 CCR §§ 1300.51(d)K.2., 1300.67.1(c), 1300.67.8(b), 1300.67.8(c), 1300.81]

5. Access to Services. PROVIDER shall provide Covered Services in compliance with the requirements in 28 CCR § 1300.67.2.2(c) and in a manner which provides continuity of care, including the availability of primary care Physicians who will be responsible for coordinating the provision of health care services for each Member. PROVIDER's hours of operation and provision for after-hour services will be reasonable. IEHP will have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop, which shall include, but is not limited to, waiting times and appointments. In addition, PROVIDER shall provide or arrange for the provision of emergency health care services twenty four (24) hours a day, seven (7) days a week. [HSC § 1367.03; 28 C.C.R. §§ 1300.67.1(a), 1300.67.2(b), (c), and (f), and 28 CCR § 1300.67.2.2(c)]
6. Authorization of IEHP's Right to Offset any Uncontested Notice of Overpayment. In the event of an overpayment and prior to any adjustment IEHP makes in future claims payments to PROVIDER, IEHP shall furnish PROVIDER with a separate written notice of the overpayment of a claim or claims that clearly identifies the overpaid claim or claims, Member's name and dates of service and explains the basis of IEHP's request for reimbursement of the overpayment. IEHP will furnish PROVIDER such notice of overpayment within three hundred sixty five (365) calendar days after the date of the overpayment, unless the overpayment was caused in whole or in part by PROVIDER's fraud or misrepresentation. If PROVIDER intends to contest IEHP's notice, PROVIDER must send written notice of Physician's intent to contest within thirty (30) business days of PROVIDER's receipt of IEHP's notice. If IEHP does not receive a notice of intent to contest notice of the overpayment of a claim or claims or the requested reimbursement from PROVIDER within the above timeframes, PROVIDER authorizes IEHP to recoup the requested reimbursement amount from IEHP's current claims payments to PROVIDER. [28 CCR § 1300.71(d)(6)]
7. Submission of a Provider Dispute. IEHP shall establish and maintain a dispute-resolution mechanism to process and resolve any PROVIDER disputes, and that mechanism shall comply with 28 CCR § 1300.71.38 and the statutes and regulations referenced therein. PROVIDER may obtain specific information regarding IEHP's provider dispute resolution mechanism in the IEHP Policies. PROVIDER has a right to access the dispute resolution

mechanism. IEHP will inform PROVIDER of any changes to IEHP's provider dispute procedures, including any changes to the procedures for processing and resolving disputes and the location and telephone number where information regarding disputes may be submitted. PROVIDER will receive the rights listed in California Health & Safety Code § 1375.7 if IEHP makes any changes to the provider dispute resolution mechanism. [HSC § 1367(h); 28 CCR § 1300.71.38]

8. Appeals and Grievances of Members. IEHP will be responsible for resolving Member appeals and grievances pursuant to California Health & Safety Code § 1368, 28 CCR § 1300.68, and any applicable requirements of the applicable Government Agencies. PROVIDER will assist IEHP in handling complaints, grievances, and appeals of Members consistent with Member appeals and grievances policies and procedures. [28 CCR §§ 1300.51(d)K.2., 1300.68]
9. Quality Assurance Program. IEHP will be responsible for maintaining a quality assurance program in compliance with 28 CCR §§ 1300.67.2.2(d) and 1300.70, as amended. PROVIDER will assist IEHP in maintaining IEHP's quality assurance program, as applicable consistent with IEHP's quality assurance program policies and procedures. [28 C.C.R. §§ 1300.51(d)K.2., 1300.51 Item J-5, 1300.67.2.2(d), 1300.70]
10. No Balance Billing. Except for applicable copayments, coinsurance, and deductibles, PROVIDER will not invoice or balance bill any Members for the difference between PROVIDER's customary charges and the reimbursement paid for any Covered Service. In addition, if IEHP fails to pay for Covered Services, no Member will be liable to PROVIDER for any sums owed by IEHP. [HSC § 1379; 28 CCR §§ 1300.51(d)K.2, 1300.71(g)(4)]
11. Reporting of Surcharges and Copayments. PROVIDER will report to IEHP all surcharge and copayments paid by Members directly to PROVIDER. [HSC § 1385; 28 CCR §§ 1300.51(d)K.2., 1300.67.8(d)]
12. Payment of Claims. IEHP will pay claims in accordance with California Health & Safety Code § 1371 *et seq.*, as amended, and 28 CCR § 1300.71. [HSC § 1371 *et seq.*; 28 CCR § 1300.71]
13. Language Assistance Program Standards. PROVIDER will comply with IEHP's language assistance program developed pursuant to California Health and Safety Code § 1367.04 and 28 CCR § 1300.67.04. [HSC § 1367.04(f); 28 CCR § 1300.67.04]
14. No Inducement to Deny Covered Services. PROVIDER acknowledges and agrees that the Contract does *not* (i) contain any incentive or make any payment that acts directly or indirectly as an inducement to deny, reduce, limit, or delay medically necessary health care services, or (ii) provide monetary or other incentives to PROVIDER to induce PROVIDER to provide care to a Member in a manner inconsistent with coverage requirements. [HSC §§ 1348.6, 1367.62(a)(3)]
15. Acceptance of Patients. PROVIDER shall notify IEHP within five (5) business days of either of the following: (i) PROVIDER is no longer accepting new patients; or (ii) PROVIDER is now currently accepting new patients, if PROVIDER had previously not been accepting new patients. If PROVIDER is not accepting new patients and is contacted by a Member or potential Member seeking to become a new patient, PROVIDER shall direct the Member or potential Member to both IEHP for additional assistance in finding a provider and to DMHC to report any inaccuracy with IEHP's director(ies). [HSC § 1367.27(j)]

16. Health Care Providers' Bill of Rights. PROVIDER is entitled to all protections afforded to PROVIDER under the Health Care Providers' Bill of Rights. [HSC § 1375.7]
17. Compliance with Law. IEHP is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of title 28 of the California Code of Regulations, and any provisions required to be in the Contract by either of those laws shall bind the parties whether or not provided in the Contract. [28 CCR § 1300.67.4(a)(9)]
18. Telehealth Services. As required by Health and Safety Code § 1374.14, IEHP shall reimburse PROVIDER for the diagnosis, consultation, or treatment of a Member appropriately delivered through telehealth services on the same basis and to the same extent that IEHP is responsible for reimbursement for the same service through in-person diagnosis, consultation, or treatment. Before providing any health care services to a Member via telehealth, PROVIDER shall inform the Member about the use of telehealth and obtain verbal or written consent from the Member and document such consent for the use of telehealth as an acceptable mode of delivering health care services. If PROVIDER is a third-party corporate telehealth provider under Health & Safety Code § 1374.141, PROVIDER shall comply with, and cooperate with IEHP so that IEHP may comply with, all applicable provisions under Health & Safety Code § 1374.141. [HSC §§ 1374.14(a), §1374.141; Cal Bus. & Prof. Code § 2290.5(b)]
19. Licensure and Certification. PROVIDER and its employed and contracted personnel shall be licensed and certified by their respective board or agency, where licensure or certification is required by law to provide services under the Contract. Any equipment used by PROVIDER and/or its employed and contracted personnel under the Contract required to be licensed or registered by law shall be so licensed or registered, and the operating personnel for that equipment shall be licensed or certified as required by law, as well. [HSC § 1367(b)-(c)]
20. Liabilities. IEHP and PROVIDER are each responsible for their own acts or omissions and are not liable for the acts or omissions of, or the costs of defending, others. Any provision to the contrary is void and unenforceable. Nothing in this section shall preclude a finding of liability on the part IEHP or PROVIDER based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law bases for liability. [HSC § 1371.25]

COVERED CALIFORNIA ADDENDUM

EXHIBIT B

COMPENSATION

SPECIALIST PROVIDER

**SAN BERNARDINO COUNTY DBA SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH**

Reimbursement shall be according to the following fee schedules:

A. COVERED CALIFORNIA

Reimbursement for authorized Health Care Services rendered shall be at One Hundred Percent (100%) of the most current Medicare allowable as listed in the Medicare Physician Fee Schedule, published annually by CMS (centers for Medicare and Medicaid Services).

In the event PROVIDER is authorized to provide services that have no established Medicare rate, the following pricing hierarchy shall apply:

1. When an authorized CPT/HCPCS code is not a valid Medicare code, but a valid Medi-Cal code, the services will be processed under the Medi-Cal benefit plan and IEHP Health Plan will pay one hundred fifty percent (150%) of the Medi-Cal fee schedule. If no Medi-Cal rate has been established, then:
2. IEHP HEALTH PLAN shall establish a rate based on aggregate historical Plan cost for the applicable service or item. The IEHP HEALTH PLAN established rate shall include reimbursement for delivery and setup, if applicable. The list of services with established rates can be found on the IEHP.org website.

***In the event Medicare does not have an established rate for a covered code and an established Medi-Cal rate is applied, IEHP shall continue to follow Medicare billing guidelines. This rule applies, but is not limited, to the use of Procedure Code Modifiers.*

B. PHARMACEUTICALS

Reimbursement for authorized pharmaceuticals shall be at 100% of the most current Medicare allowable as listed in the Medicare Drug Average Sales Prices (“ASP”) Information Resources pricing file published quarterly by CMS (“Centers for Medicare and Medicaid Services”).

Reimbursement for miscellaneous pharmaceuticals, (i.e. J3490, J3590, J9999, C9399), will be at Wholesale Acquisition Cost (WAC) + 5% (Published by First Data Bank) and require submission of National Drug Code (NDC) and the quantity.

PROVIDER shall accept such reimbursement as payment in full for those authorized Health Care Services provided to Members. Reimbursement shall not exceed billed charges.

Completed claims for authorized Health Care Services must be sent to:

Inland Empire Health Plan
Attn: Claims Department – IEHP PLAN Direct
P.O. Box 4349
Rancho Cucamonga, CA 91729-4349