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

SAN BERNARDINO COUNTY

Contract Number 21-394

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	California Department Health Care Services
Contractor Representative	Safety Net Financing Division
Telephone Number	
Contract Term	July 1, 2021 through June 30, 2024
Original Contract Amount	$42,000,000
Amendment Amount	
Total Contract Amount	$42,000,000
Cost Center	N/A

Briefly describe the general nature of the contract:

Approve Medi-Cal Graduate Medical Education Payment Program Provider Participation Agreement with the Department of Health Care Services, for the provision of reimbursements at an estimated revenue of $42,000,000, for direct and indirect costs associated with the operations of the Graduate Medical Education Program at Arrowhead Regional Medical Center, with the agreement term of July 1, 2021 through June 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Charles Phan, County Counsel		► William L. Gilbert, Director
Date 4/27/2021	Date	Date 5/26/21

Non-Standard Contract Coversheet

Revised 3/14/19

MEDI-CAL GRADUATE MEDICAL EDUCATION (GME) PAYMENT PROGRAM PROVIDER PARTICIPATION AGREEMENT

Name of Provider: County of San Bernardino Arrowhead Regional Medical Center
Provider # 1790781169

ARTICLE 1 – STATEMENT OF INTENT

The purpose of this Provider Participation Agreement (Agreement) is to allow the provider named above and hereinafter referred to as Provider, to participate in the Graduate Medical Education (GME) Payment Program, subject to the Provider's compliance with the responsibilities set forth in this Agreement with the California Department of Health Care Services (Department), as authorized by state law pursuant to Welfare and Institutions Code section 14105.29.

ARTICLE 2 – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. "Payments" means the Medi-Cal payments to designated public hospitals in recognition of the Medi-Cal managed care share of graduate medical education costs, pursuant to Supplement 6 to Attachment 4.19-A of the State Plan.

B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.

ARTICLE 3 – TERM OF AGREEMENT

A. This Agreement is effective beginning on July 1, 2021 and remains in effect until terminated or June 30, 2024, whichever is sooner; Department's reimbursement obligations are fulfilled; Provider ceases to be a Medi-Cal Certified provider; or the GME Payment Program ends pursuant to the repeal of state or federal authority to make Payments or claim federal reimbursement.

B. Failure by Provider to comply with Provider's responsibilities under Article 4 shall constitute a material breach of this Agreement, which may result in termination of the Agreement. To terminate this Agreement, the Department shall provide written notice by email or mail, specifying the breach or deficiency with sufficient information to allow Provider to identify the actions necessary to cure such breach. The parties shall mutually agree upon a reasonable amount of time to cure and shall establish a termination date, which shall not exceed 90 days from the date of the written notice. Provider may prevent the termination of this Agreement pursuant to this Paragraph by curing any material breach prior to the termination of this Agreement.

ARTICLE 4 – GME PROVIDER RESPONSIBILTIES

By entering into this Agreement, the Provider agrees to the following:

A. Provider will comply, to the extent applicable to the subject matter and terms of this Agreement, with Title XIX of the Social Security Act, as periodically amended; Title 42 of the Code of Federal Regulations part 433.51, as periodically amended; the California Medicaid State Plan, as periodically amended; Welfare & Institutions Code Section 14105.29; state issued policy directives, including Policy and Procedure Letters, as periodically amended; and Title 2 of the Code of Federal Regulations part 200 et seq., as periodically amended.

B. Provider will submit an Intergovernmental Transfer (IGT) for the amount specified in the applicable IGT certification for the non-federal share of total GME payments for the term specified therein, which upon such submission shall be incorporated herein by reference.

C. The amount transferred shall be equal to the sum of:

   1) The total GME payments determined payable to the Provider, multiplied by the amount equal to one minus the applicable federal medical assistance percentage (FMAP); and

   2) Pursuant to Welfare & Institutions Code section 14105.29, funds sufficient to reimburse the Department's administrative costs associated with this program.

D. Provider's Medicare cost report and other cost data to determine Payments shall be provided to the state, upon request, to permit a determination of allowable Payments, and retained for review for a minimum of three (3) years after the end of the quarter in which the Provider submits its Medicare cost report or updates its submitted Medicare cost report, whichever is later.

E. Provider will be responsible for the acts or omissions of its employees or subcontractors, to the extent such are relevant to its performance under this Agreement.

F. If an allowable Payment amount cannot be determined by the state because the Medicare cost report, fiscal records or backup documentation are nonexistent or inadequate pursuant to the terms of Supplement 6 to Attachment 4.19-A of the State Plan, Payment may be withheld by the Department to the extent required under federal or state law or regulation or this Agreement. Upon receipt of adequate documentation, Payment may resume for the amount substantiated and deemed allowable.

ARTICLE 5 – DEPARTMENT RESPONSIBILITIES

By entering into this Agreement, the Department agrees or makes assurance that:

A. The Department will lead the development, implementation, and timely administration for the GME Payment Program and ensure compliance with the provisions set forth in Supplement 6 to Attachment 4.19-A of the State Plan.

B. For any year for which the Provider is eligible to receive Payments, the Department shall make Payments to the Provider pursuant to the payment methodologies and timeframes outlined in Supplement 6 to Attachment 4.19-A of the State Plan.

C. The Payments under this Agreement shall be payable in addition to any other amounts paid or payable to the Provider for Medi-Cal services. The total amount of Payments under this Agreement will be paid to the Provider in the following manner:

   1) Payments shall be paid on a quarterly basis within 45 days of the Department's receipt of the IGT and the applicable certification thereof from the Provider.

   2) Annually, the Department will finalize the interim Payment amounts using the most recent as filed and accepted Medicare cost reports for the given state fiscal year (SFY) and most recently available Office of Statewide Health Planning and Development (OSHPD) data. Final settlements will be completed by September 30th following submission of the given SFY's cost report. Adjustments for Provider overpayments and underpayments will be carried out, if necessary.

   3) Absent a material breach by the Provider, the Department will not terminate the Agreement solely for the purpose of terminating the Payment to be paid pursuant to this Agreement.

D. The Department will submit claims for Federal Financial Participation (FFP) for Payments under this Agreement to the extent they are allowable Medicaid expenditures under federal law.

E. The Department will submit any necessary materials to the federal government to provide assurances that its claims for FFP for Payments include only allowable Medicaid expenditures under federal law.

F. The Department will provide a written response by email or mail to Provider's project representative within thirty (30) days of receiving a written request for information related to GME Payment Program.

ARTICLE 6 –PROJECT REPRESENTATIVES

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services Safety Net Financing Division Medi-Cal Supplemental Payment Section Telephone: (916) 552-9113 Fax: (916) 552-8651 Email: GME@dhcs.ca.gov	**Provider:** Arrowhead Regional Medical Center Name: Arvind Oswal Telephone: 909-580-6175 Fax: 909-580-6196 Email: OswalA@armc.sbcounty.gov

B. Direct all inquiries to:

Department of Health Care Services **Attention:** Safety Net Financing Division Graduate Medical Education Payments to Designated Public Hospital Systems Program Address: 1501 Capitol Avenue, MS 4504 P.O. Box 997436 Sacramento, CA 95899-7436 Telephone: (916) 552-9113 Fax: (916) 552-8651 Email: GME@dhcs.ca.gov	**Provider:** Arrowhead Regional Medical Center Name: Jeff Emery Address: 400 N. Pepper Ave, Colton CA 92324 Telephone: 909-777-0708 Fax: 909-580-6196 Email: emeryj@armc.sbcounty.gov

C. Either party may make changes to the information regarding Project Representatives above by giving written notice via email to the other party. These changes shall not require an amendment to this Agreement.

ARTICLE 7 – GENERAL PROVISIONS

A. This document and the documents incorporated herein by reference constitute the entire Agreement between the parties to allow participation in the GME Payment Program commencing with the 2016-17 SFY. Any condition, provision, agreement, or understanding not stated in this Agreement shall not affect any rights, duties, or privileges in connection with this Agreement.

B. No term of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any form by either party shall not constitute a waiver of any term; and, until performance or satisfaction of all terms of this Agreement are complete, the parties shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding any such forbearance or indulgence.

C. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by an amendment of the Agreement by the parties hereto, and

forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

D. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

E. None of the provisions of this Agreement are or shall be construed to alter, amend or conflict with the provisions of Welfare and Institutions Code section 14105.29 or Supplement 6 to Attachment 4.19-A of the State Plan.

ARTICLE 8 – AMENDMENT PROCESS

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing via email; to the other party, who will respond in writing, within 30 calendar days, via email as to whether the proposed amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both the Department and the Provider. No amendment will be considered binding on either party until it is approved in writing via email by both parties.

ARTICLE 9 – RECOVERY OF OVERPAYMENTS

A. Final settlements performed by the Department may result in a finding that an overpayment was made to the Provider. The Department may consult with Provider in selecting the method to be employed for the recovery of such overpayment.

B. Provider agrees that when it is established upon final settlement that an overpayment has been made, the Department shall recover such overpayment.

C. In the event any portion of the FFP paid to the Provider is either deferred or disallowed, the Department shall not pay Provider for the non-allowed FFP amounts, subject to paragraph D. below. The Department shall be held harmless from any such deferral or disallowance and interest, and it shall recoup any non-allowed FFP already paid to provider.

D. The Department shall determine whether an appeal or response to the disallowance or deferral should be filed with the federal government. If the Department determines the appeal or response has merit, the Department shall timely appeal or respond.

1) Provider shall provide the Department with the legal and factual basis for the appeal or response as requested by the Department.

2) The Department shall promptly pay to Provider any amount of the deferred or disallowed FFP to the extent such amount is subsequently determined allowable.

E. Nothing in this Article shall limit the ability of the Provider to appeal any determination to the extent available under the GME Payment Program in accordance with applicable laws and regulations.

ARTICLE 10 – DISPUTES

A. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes undertaken pursuant to paragraphs B and C below. In the informal dispute resolution process the Provider shall identify the dispute to a Department project representative for the GME Payment Program and if not resolved then the Provider shall address the issue to the Department in a written letter. If unresolved then the dispute resolution processes in paragraphs B and C may be undertaken as appropriate.

B. Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of the Department that violate this Agreement or the provisions of Welfare and Institutions Code sections 14105.29. Venue for judicial review shall lie only in counties in which the California Attorney General maintains an office.

C. Subject to paragraph A, nothing in this Agreement shall prevent Provider from pursuing any other administrative and judicial review available to it under law.

ARTICLE 11 – LIMITATION OF STATE LIABILITY

A. Notwithstanding any other provision of this Agreement, the Department shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program for claims pursuant to Welfare and Institutions Code section 14105.29, for the disallowed claim, less the amounts already remitted to or recovered by the Department for the disallowed claim.

B. Nothing in this Article is or shall be construed to conflict with the Department's payment obligations set forth in Welfare and Institutions Code section 14105.29.

ARTICLE 12 – CONFORMANCE CLAUSE

This Agreement is entered into is in accordance with Welfare and Institutions Code section 14105.29. Any provision of this Agreement in conflict with present or future governing authorities of the Welfare and Institutions Code or other applicable state or federal law and regulations, including but not limited to Title XIX of the Social Security Act, California's Medicaid State Plan and implementation directives promulgated by the Centers for Medicare & Medicaid Services, is hereby amended to conform to those authorities. Such amended provisions supersede any conflicting provisions in this Agreement.

ARTICLE 13 – TERMINATION CLAUSE

This Agreement may be terminated by either party upon written notice by email or mail given at least thirty (30) days prior to the termination date. Notice shall be addressed to the project representatives as identified in Article 6 of this Agreement. Termination shall be made in compliance with the obligations contained within Welfare and Institutions Code section 14105.29.

ARTICLE 14 – CONTROLLING LAW

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

ARTICLE 15 – AGREEMENT EXECUTION

The undersigned hereby warrants that they have the requisite authority to enter into this Agreement on behalf of County of San Bernardino Arrowhead Regional Medical Center and binds County of San Bernardino Arrowhead Regional Medical Center to the terms and conditions of this Agreement.

Provider Authorized Representative's Signature

Curt Hagman
Print Name

Chairman, Board of Supervisors
Title

Address

JUN 08 2021
Date

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

Department of Health Care Services
Authorized Representative's Signature

Shiela Mendiola
Print Name

Chief, Medi-Cal Supplemental Payment Section
Title

Department of Health Care Services
Name of Department

1501 Capitol Ave., MS 4504
Sacramento, CA 95899
Address

Date