

**AMENDMENT TO THE HEALTHCARE SERVICES AGREEMENT  
BETWEEN  
PARTNERSHIP HEALTH PLAN OF CALIFORNIA  
AND  
COUNTY OF NEVADA PUBLIC HEALTH**

This is an Amendment (the “Amendment”) to the Agreement between Partnership HealthPlan of California (“**PARTNERSHIP**”) and County of Nevada Public Health, hereinafter shall referred to in this Amendment as (“**PROVIDER**”). (CHANGE THIS REFERENCE AS NECESSARY)

**WHEREAS**, PARTNERSHIP and PROVIDER have previously entered into that certain PROVIDER Physician Group Medical Services Agreement on January 1, 2024;

**WHEREAS**, PARTNERSHIP, and PROVIDER now desire to modify the Agreement to update the Agreement for contract language and reimbursement terms.

**Now**, therefore, in consideration of the mutual promises contained herein, PARTNERSHIP and PROVIDER agree to be legally bound as follows:

1. The Effective Date (the “Effective Date”) of this Amendment shall be April 1, 2024.
2. Section 3.3 Non-Discrimination, for Subsection 3.3.1 and 3.3.3 are deleted in their entity and replaced with a new Section 3.5, Non-Discrimination, Subsection 3.3.1 and 3.3.3.

3.3.1 Medi-Cal Members – PROVIDER will provide services to Medi-Cal Members in the same manner as such services are provided to other patients of PROVIDER, except as limited or required by other provisions of this Agreement or by other limitations inherent in the operational considerations of the Medi-Cal Managed Care Program. Subject to the foregoing, PROVIDER will not subject Medi-Cal Members to discrimination on the basis of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, age (over 40), sex, gender, gender identity political affiliation, health status, or physical or mental disability, medical condition (including cancer), pregnancy, childbirth or related medical conditions, veteran’s status, income, source of payment, status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, in accordance with Title VI of the Civil Rights Act of 1964, 42 United States Code (USC), Section 2000(d), Section 1557 of the Affordable Care Act rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. Discrimination will include but is not limited to: denying any Medi-Cal Member any Covered Service or availability of a Facility; providing to a Medi-Cal Member any Covered Service which is different, or is provided in a different manner or at a different time from that provided to other Medi-Cal Members under this Contract except where medically indicated; subjecting a Medi-Cal Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; restricting a Medi-Cal

Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Covered Services, treating a Medi-Cal Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Services; the assignment of times or places for the provision of services on the basis of the race, color, creed, religion, age, sex, gender, gender identity, national origin, ancestry, marital status, sexual orientation, or the physical or mental handicap of the participants to be served.

3.3.3. General Compliance. Pursuant to the requirements of this Section of the Medi-Cal Agreement, the PROVIDER will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, age (over 40), sex, gender, gender identity, political affiliation, health status, or physical or mental disability, medical condition (including cancer), pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, and denial of family care leave. PROVIDER will ensure the evaluation and treatment of PROVIDER's employees and applicants for employment are free from discrimination and harassment.

3. Section 5.1, Payment, is deleted in its entirety and replaced with a new Section 5.1, Payment as follows:

5.1 Payment – PARTNERSHIP will reimburse PROVIDER for Covered Services provided which have been authorized by the PARTNERSHIP in accordance with PARTNERSHIP policies and procedures and upon submission of a complete CMS-1500 or UB-04 claim form along with evidence of prior authorization, if required, submission of complete data through electronic transfer, as described in Section 5.3 herein. Reimbursement will be made within forty-five (45) days of receipt by PARTNERSHIP of a “clean claim”. The following conditions must be met in addition to the above requirements for reimbursement of services:

4. Section 5.3, Claim Submission, Section 5.3.2, is deleted in its entirety and replaced with a new Section 5.3.2, as follows:

5.3.2 Upon submission of a complete and uncontested clean claim, payment will be reimbursed within forty-five (45) days after receipt by PARTNERSHIP. An uncontested clean claim will include all information needed to process the claim.

5. Section 5.7, Overpayments, is added to the Agreement:

5.7 Overpayments - PROVIDER will report all overpayments to PARTNERSHIP within 60 days of becoming aware of an overpayment from PARTNERSHIP. PROVIDER will repay all overpayments within 45 days of reporting such overpayment to

PARTNERSHIP or within 45 days of receipt of a written or electronic notice from PARTNERSHIP of an overpayment. Pursuant to 42 CFR Section 438.608 (d) PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to PROVIDER by PARTNERSHIP to which the PROVIDER is not entitled under Title XIX of the Social Security Act.

- 5.8 Recoupments. PROVIDER acknowledges and agrees that, in the event that PARTNERSHIP determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Agreement, PARTNERSHIP shall have the right to recover such amounts from PROVIDER by recoupment or offset from current or future amounts due from PARTNERSHIP to PROVIDER. This right to recoupment or offset shall extend to any amounts due from PROVIDER to PARTNERSHIP including, but not limited to, amounts due because of:
- 5.8.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this Contract.
  - 5.8.2 Payments made for services provided to a Member that is subsequently determined to have not been eligible on the date of service.
  - 5.8.3 Unpaid Conlan reimbursement owed by PROVIDER to Member. Refers to *Conlan v. Shewry, 2006*.
6. Section 6.2.2, Maintenance of Records, is deleted in its entirety and replaced with a new Section 6.2.2.
- 6.2.2 Maintenance of Records – PROVIDER will maintain records in accordance with the general standards applicable to such book and record keeping and in accordance with applicable law, and the PARTNERSHIP.
- a. Records will include all encounter data, working papers, reports submitted to PARTNERSHIP, financial records, all medical records, medical charts and prescription files, and other documentation pertaining to medical and non-medical services rendered to Medi-Cal Members for a term period of at least ten (10) years.
  - b. PROVIDER will retain all Records for a period of at least ten (10) years from the close of the State Department of Health Care Services' fiscal year in which this Agreement was in effect.
  - c. PROVIDER's obligations set forth in this Section will survive the termination of this Agreement, whether by rescission or otherwise.
  - d. The PROVIDER will not charge the Medi-Cal Member for the copying and forwarding of their medical records to another provider.

7. Section 9.3.1 is deleted in its entirety and replaced with new section 9.3.1

9.3.1 The suspension or revocation of PROVIDER or its PROVIDER Physician's license to practice medicine in the State of California; the suspension or termination of PROVIDER or its PROVIDER Physician's membership on the active medical staff of any hospital; or the suspension, revocation or reduction in PROVIDER or its PROVIDER Physician's clinical privileges at any hospital; or suspension from the State Medi-Cal or Medicare Program; or if PROVIDER or its PROVIDER Physician's name is found on the following Medi-Cal Suspended and Ineligible Provider list posted at <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>; or loss of malpractice insurance; or failure to meet PARTNERSHIP's re-credentialing criteria.

8. Section 10.4.1 is deleted in its entirety and replaced with a new section 10.4.1 as follows:

PROVIDER will notify DHCS in the event this Agreement is terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached. A copy of the written notice will also be mailed as first-class registered mail to:

California Department of Health Care Services  
Medi-Cal Managed Care Division  
1501 Capitol Avenue, Ste. 71.4001,  
MS. 4407, P.O. Box 997413  
Sacramento, CA 95899-74133

9. Section 10.16, Compliance with Agreement, is added to the Agreement:

- 10.16 Compliance with Agreement. If PARTNERSHIP determines that PROVIDER is in breach of this Agreement for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to the PROVIDER and in accordance with Section 9 of the Agreement may seek to impose an administrative and/or financial sanctions and/or penalties against PROVIDER due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, PHC policies and procedures as solely determined by PARTNERSHIP. Any monetary sanction imposed on PARTNERSHIP by a state or federal agency due to Specialist's non-compliance with the terms and provisions of this Agreement may result in a financial penalty to the Specialist as solely determined by PARTNERSHIP. PARTNERSHIP'S written notice will outline the specific reasons; in PARTNERSHIP'S determination, the PROVIDER is in non-compliance of this Agreement. Required actions for the PROVIDER to cure the breach will be set forth in the written notice. In the event the PROVIDER fails to cure those specific claims set forth by PARTNERSHIP within twenty (20) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against PROVIDER and up to and including termination of the

Agreement immediately upon notice to the PROVIDER. Notice an administrative and/or financial sanction and/or penalty will include the following information:

- a. Effective date
- b. Detailed findings of non-compliance
- c. Reference to the applicable statutory, regulatory, contractual, PHC policy and procedures, or other requirements that are the basis of the findings
- d. Detailed information describing the sanction(s)
- e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable
- f. Indication that PHC may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
- g. Notice of a contracted provider's right to file a complaint (grievance) in accordance with PHC policy and procedure.

10. Section 10.17, Ownership Disclosure is added to the Agreement:

10.17 Ownership Disclosure. PROVIDER will provide, as applicable, the ownership disclosure statement(s), the business transactions disclosure statement(s), the convicted offenses disclosure statement(s), and the exclusion from state or federal health programs disclosure statement(s), prior to the Effective Date, on an annual basis, upon any change in information, and upon request, if required by law or by PARTNERSHIP's Contract with Medi-Cal PROVIDER non-capitated Agreement 6-1-13 Page 32 the State of California for the provision of Medi-Cal Services. Legal requirements include, but are not limited to, Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106. PROVIDER shall also provide, as applicable, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" and shall comply with its instructions, if required by law or by PARTNERSHIP's Contract with the State of California for the provision of Medi-Cal Services. Such Debarment Certification and its instructions are set forth in the Provider Manual.

11. Attachment C is deleted in its entirety and replaced with a new Attachment C, Facility Locations.
12. Attachment D, 340B Disclosure, is added to the Agreement.
13. Attachment E, PROVIDER Rate Schedule, is added to the Agreement.
14. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will govern and control.

By their signatures, both parties agree to the terms as referenced in this Amendment.

**PROVIDER**

**PLAN**

County of Nevada Public Health

Partnership HealthPlan of California

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Sonja Bjork  
Printed Name

\_\_\_\_\_  
Title

Chief Executive Officer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**ATTACHMENT C  
PROVIDER LOCATION(S)**

List under applicable county name, the physician name, location(s) and PHC # that shall apply to this Agreement.

Tax Identification# 946000526

NPI# 1700959863

<b>PHC #</b>	<b>Site Name</b>	<b>Address</b>	<b>County</b>
46209	Nevada County Public Health	500 Crown Point Circle, Ste 110, Grass Valley, CA 95945	Nevada
	Nevada County Public Health	10075 Levon Ave, Ste 202, Truckee, CA 96161	Nevada

## **ATTACHMENT E**

### **Partnership HealthPlan of California (PHC)**

#### **340B Disclosure**

PARTNERSHIP is required, pursuant to its Medi-Cal Agreement with DHCS, to ensure that claims/encounter data for outpatient drugs from entities participating in the federal 340B Drug Pricing Program (340B Covered Entities) contains DHCS-required identifiers to maintain compliance with the requirements of 42 USC 256b(a)(5)(A)(i). 340B Covered Entities must ensure program integrity and maintain accurate records documenting compliance with all 340B Drug Pricing Program requirements. One of the federal 340B Drug Pricing Program requirements is the Duplicate Discount Prohibition (42 USC 256b(a)(5)(A)), whereby 340B Covered Entities must have mechanisms in place to prevent duplicate discounts, as manufacturers are not required to provide a discounted 340B price and a Medicaid drug rebate for the same drug.

PARTNERSHIP is also required to comply with the provisions of Cal. W&I Code 14105.46, which requires covered entities to dispense, when able, only 340B drugs to Medi-Cal beneficiaries and identify 340B drugs on claims submitted to the Medi-Cal program. PARTNERSHIP maintains and operates a 340B Compliance Program, which DHCS determined to be in compliance with the above requirements. Information regarding PARTNERSHIP's 340B Compliance Program is available online at <http://www.partnershiphp.org/Providers/Pharmacy/Pages/340B-Compliance-Program.aspx>.

If PROVIDER bills PARTNERSHIP for outpatient drugs discounted under the federal 340B Drug Pricing Program, PROVIDER must comply with all federal 340B Drug Pricing Program requirements including, but not limited to, the inclusion of the appropriate 340B identifiers on the claims submitted to classify the claims as 340B.

PROVIDER may submit a request to have PARTNERSHIP retroactively reclassify a claim as 340B in instances where PROVIDER failed to include the appropriate 340B identifier on a submitted claim. The addition of the appropriate 340B identifier by PARTNERSHIP to a previously paid outpatient drug claim is subject to a service fee payable to PARTNERSHIP under the terms and conditions set forth in the PARTNERSHIP's Medi-Cal Provider Manual and PARTNERSHIP's 340B Compliance Program Policy.

PROVIDER acknowledges and agrees that it has been made aware of and received information related to PARTNERSHIP's 340B Compliance Program as described above at least fifteen (15) business days prior to execution of this Agreement. Failure by the PROVIDER to execute PARTNERSHIP's 340B Compliance Program Agreement will result in additional administrative fees above the 340B Compliance Fees outlined in the 340B Compliance Program Policy should PROVIDER's claims require reclassification as 340B by PARTNERSHIP.



**ATTACHMENT E**  
**PROVIDER RATE SCHEDULE**  
**FOR**  
**PROFESSIONAL SERVICES**  
**COUNTY OF NEVADA**  
**EFFECTIVE DATE APRIL 1, 2024**

Below is the PHC rate of reimbursement for professional services rendered. The rate of payment is based the current Medi-Cal fee-for-service rates in effect on the date services are rendered.

<b>Specialty/Services</b>	<b>Reimbursement Rate</b>
Public Health Clinic (TB, Reproductive Health/STD and Immunizations)	100% of Prevailing Medi-Cal Fee Schedule

Reimbursement rates noted above apply to all applicable Medi-Cal procedure types except Medi-Cal procedure type X. PARTNERSHIP shall reimburse provider for Medi-Cal procedure type X in accordance with DHCS final policy guidance.

**ATTACHMENT X  
TO THE HEALTH CARE SERVICES AGREEMENT**

**NETWORK PROVIDER  
MEDI-CAL REQUIREMENTS**

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with Partnership Healthplan (the “Medi-Cal Contract”), State and Federal Laws and Regulations and DHCS all Plan Letter # 19-001. This Attachment X is included in this agreement to reflect compliance with laws and DHCS’s requirements for “PROVIDER” as a contracted Network Provider. Any citations in this attachment are to the applicable sections of the Medi-Cal Contract or applicable law. This attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this attachment and any other provision of the Agreement, this attachment will control with respect to Medi-Cal. Any capitalized term utilized in this attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this attachment. If a capitalized term used in this attachment is not defined in the Agreement or this attachment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

1. The parties acknowledge and agree that this Agreement specifies the services to be provided by PROVIDER. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.1; 22 CCR 53250(c)(1).)
2. This Agreement will be governed by and construed in accordance with all laws and applicable regulations governing the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.2; 22 CCR 53250(c)(2).)
3. This Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement with sixty (60) calendar days of receipt, as set forth in in the Medi-Cal Contract, Exhibit A, Attachment 6, Provision 14.C.1.
4. Amendments to this Agreement will be submitted to DHCS for prior approval at least thirty (30) calendar days before the effective date of any proposed changes governing compensation, services, or term, as set forth in the Medi-Cal Contract, Exhibit A, Attachment 6, Provision 14.C.2. Proposed changes that are neither approved nor disapproved by DHCS shall become effective by operation of law thirty (30) calendar days after DHCS has acknowledged receipt or upon the date specified in the Agreement amendment, whichever is later. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.3; 22 CCR 53250(c)(3).)
5. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation and termination, are included in this Agreement. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.4; 22 CCR 53250(c)(4).)

6. In the event and to the extent PROVIDER is at risk for non-contracting emergency services, PROVIDER shall comply with the Medi-Cal Contract requirements with respect to Contracting & Non-Contracting Emergency Service Providers & Post-Stabilization. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.5.)
7. PROVIDER agrees to submit reports as required by PARTNERSHIP. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.6; 22 CCR 53250(c)(5).)
8. PROVIDER will comply with all monitoring provisions in the Medi-Cal Contract and any monitoring requests by DHCS. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.7.)
9. PROVIDER agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the goods and services furnished under the terms of the Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in Exhibit E, Attachment 2 Provision 20 [Inspection Rights]: (a) By PARTNERSHIP, DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), or their designees; (b) At all reasonable times at PROVIDER's place of business or at such other mutually agreeable location in California; (c) In a form maintained in accordance with the general standards applicable to such book or record keeping; (d) For a term of at least ten (10) years from final date of the Agreement period or from the date of completion of any audit, whichever is later; (e) Including all Encounter Data for a period of at least ten (10) years; (f) If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit PROVIDER at any time; (g) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate PROVIDER from participation in the Medi-Cal program; seek recovery of payments made to PROVIDER; impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.8; Exhibit E, Attachment 2, 20, 22 CCR 53250(e)(1); 42 CFR 438.3(h).)
10. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by PROVIDER from PARTNERSHIP. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.9; 22 CCR 53250(e)(2).)
11. PROVIDER agrees that it will maintain and make available to DHCS, upon request, copies of all sub-subcontracts and to ensure that all sub-subcontracts are in writing and require that the subcontractor: (a) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, examination, or copying by DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, and DMHC, or their designees; (b) Retain all records and documents for a minimum of ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.10; 22 CCR 53250(e)(3); 42 CFR 438.3(u).)
12. PROVIDER agrees to assist PARTNERSHIP in the transfer of care pursuant to applicable provisions of the Medi-Cal Contract in the event of the Medi-Cal Contract termination. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.11.)

13. PROVIDER agrees to assist PARTNERSHIP in the transfer of care in the event of sub-subcontract termination for any reason. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.12.)
14. PROVIDER agrees to notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.13; 22 CCR 53250(e)(4).)

Department of Health Care Services  
Medi-Cal Managed Care Division  
MS: 4407, P.O. Box 997413  
Sacramento, CA 95899-7413  
Attention: Contracting Officer

15. PROVIDER agrees that assignment or delegation of the Agreement will be void unless prior written approval is obtained from DHCS. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.14; 22 CCR 53250(e)(5).)
16. PROVIDER agrees to hold harmless both the State and Members in the event PARTNERSHIP cannot or will not pay for services performed by PROVIDER pursuant to this Agreement. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.15; 22 CCR 53250(e)(6).)
17. PROVIDER agrees to not balance bill any Medi-Cal member.
18. PROVIDER agrees to timely gather, preserve and provide to DHCS, any records in PROVIDER's possession in accordance with the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.16.)
19. PROVIDER agrees to provide interpreter services for Members at all PROVIDER sites. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.17.)
20. PROVIDER agrees to provide cultural competency sensitivity, and diversity training to its workforce. (Medi-Cal Contract, Exhibit A, Attachment 9, 13.E.)
21. PROVIDER agrees to comply with language assistance standards developed pursuant to Health & Safety Code section 1367.01.
22. The parties acknowledge and agree that this Agreement and PARTNERSHIP's PROVIDER Manual contains PROVIDER's right to submit a grievance and PARTNERSHIP's formal process to resolve provider grievances. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.18.)
23. PROVIDER agrees to participate and cooperate in PARTNERSHIP's Quality Improvement System. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.19.)
24. If PARTNERSHIP delegates Quality Improvement Activities, PROVIDER and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.20.)

25. To the extent that PROVIDER is responsible for the coordination of care for Members, PARTNERSHIP agrees to share with the PROVIDER any utilization data that DHCS has provided to PARTNERSHIP, and PROVIDER agrees to receive the utilization data provided and use it as the PROVIDER is able for the purpose of Member care coordination. (Medi-Cal contract, Exhibit A, Attachment 6, 14.B.23 and 42 CFR 438.208).
26. Before the requirement would be effective, PARTNERSHIP agrees to inform PROVIDER of new requirements added by DHCS through subsequent contract amended to PARTNERSHIP's contract with DHCS, and PROVIDER agrees, to the extent possible, to comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS and to the extent possible. PROVIDER also agrees to comply with all applicable requirements imposed by subsequent federal and state laws and regulations, and MMCD Policy Letters. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.21.)
27. PROVIDER agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, included in Attachment A, prior to commencing services under this Agreement. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.B.23.)
28. This Agreement and all information received from PROVIDER in accordance with the subcontract requirements under the Medi-Cal Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of PROVIDER, stockholders owning more than 5 percent of the stock issued by PROVIDER and major creditors holding more than 5 percent of the debt of PROVIDER will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment 6, 14.E; Welfare & Institutions Code 14452.)

29. PROVIDER shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-parties. PROVIDER is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, PROVIDER may not retain the duplicate payment. Once the duplicate payment is identified, PROVIDER must reimburse PARTNERSHIP. If PROVIDER fails to refund the duplicate payment, PARTNERSHIP may offset payments made to PROVIDER to recoup the funds. (APL 17-021; Welfare & Institutions Code 14124.70 – 14124.791). The DHCS notice is to be sent to:

Department of Health Care Services  
Third Party Liability and Recovery Division  
Workers' Compensation Recovery Program, MS 4720  
P.O. Box 997425  
Sacramento, CA 95899-7425

30. PROVIDER shall report PROVIDER preventable condition ("PPC")-related encounters in a form and frequency as specified by PARTNERSHIP and/or DHCS. (Medi-Cal Contract, Exhibit A, Attachment 8, 15; 42 CFR 438.3(g).)
31. PROVIDER shall (i) report to PARTNERSHIP when PROVIDER has received an overpayment, (ii) return the overpayment to PARTNERSHIP within sixty (60) calendar days after the date on which the overpayment was identified, and (iii) notify PARTNERSHIP in writing of the reason for the overpayment. (42 CFR 438.608(d)(2).)
32. PROVIDER will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.29). (Exhibit G, Provision H.1.)
33. PROVIDER will submit network data as directed by PARTNERSHIP for PARTNERSHIP to meet its administrative functions and requirements set forth in the Medi-Cal Contract. PROVIDER certifies that all data, including Encounter Data, submitted is complete, accurate, reasonable, and timely. PROVIDER will promptly make any necessary corrections to the data, as requested by PARTNERSHIP, so that PARTNERSHIP may correct any deficiencies identified by DHCS in the time period required by DHCS. (Medi-Cal Contract, Exhibit A, Attachment 3, 2.C and 2.G; APL 14-019, CFR 438.242 and 438.606.)

34. PROVIDER must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. If requested by PARTNERSHIP, PROVIDER shall provide verification of enrollment. (APL 17-019; 42 CFR 438.602(b).)
35. PROVIDER represents and warrants that PROVIDER and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, PROVIDER represents and warrants that PROVIDER is not excluded from participation in any health care program under section 1128 or 1128A of the Act. (42 CFR 438.610.)

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