

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
MARIAN MEDICAL CENTER
for
PARTICIPATION IN THE MIA PROGRAM

FOR THE PERIOD JANUARY 1, 2011 through DECEMBER 31, 2011

THIS AGREEMENT (hereafter Agreement) is made by and between the COUNTY of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Marian Medical Center having its principal place of business at 1400 East Church Street, Santa Maria, California (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY has developed the Medically Indigent Adult (MIA) program because of its legal obligation to be the health care provider of last resort for residents age 18 and older who cannot afford care and who meet the COUNTY's eligibility and authorization for care criteria; and

WHEREAS, MIA patients are cared for through the COUNTY's ambulatory care clinics, which provide Primary Care Providers (PCPs), pharmaceuticals, labs and most specialty services; and

WHEREAS, under this Agreement, CONTRACTOR will provide the hospital component of the MIA Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Dan Reid at phone number (805) 681-5173 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Edward Pennington at phone number (805) 614-5530 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, as follows:

To COUNTY: Dan Reid, Assistant Deputy Director
 Public Health Department
 Primary Care and Family Health Division
 300 North San Antonio Road
 Santa Barbara, CA 93110

To CONTRACTOR: Edward Pennington, Director of Managed Care
Marian Medical Center
1400 East Church Street
Santa Maria, CA 93454-5906
(805) 739-3000

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. Mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **DEFINITIONS.** The following terms as used throughout this Agreement shall have the meanings set forth below:

4.1. "**Administrative Day**" means, subject to COUNTY approval, those days when, due to a lack of placement options at appropriate non-acute treatment facilities, the patient's stay in the hospital must be continued beyond the patient's need for Inpatient Services.

4.2. "**Approved Facility**" means Marian Medical Center when an MIA Patient is transported to the facility as the result of an emergency and requires Emergency Services.

4.3. "**Authorization**" means approval by COUNTY to admit an MIA Patient for Inpatient Services.

4.4. "**Clean Claim**" means a complete listing of the required data elements, along with any attachments and additional elements or revisions in documentation in order to properly complete a UB-04 for Inpatient Services.

4.5. "**Covered Services**" means all of the Medically Necessary health care services and supplies which an MIA Patient is entitled to receive as a participant in the MIA Program as set forth in Exhibit B1.

4.6. "**Date of Service**" is the calendar date that the service was rendered.

4.7 "**Eligibility Verification System**" means the system by which CONTRACTOR determines MIA eligibility from COUNTY.

4.8. "**Emergency Services**" means those services required for alleviation of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

- (a) placing the patient's health in serious jeopardy
- (b) serious impairment to bodily functions
- (c) serious dysfunction of any bodily organ or part

4.9. "**Hospital Covered Services**" means all of the Medically Necessary inpatient and outpatient hospital and health care services and supplies (except physician or professional services) as defined and described in this Agreement.

4.10 "Inpatient Service Day" means a day of inpatient care requiring an overnight stay in the facility. The day of admission is counted as a day but not the day of discharge.

4.11. "Inpatient Services" means the services which may be ordered by an MIA Patient's responsible physician or other qualified health practitioner and rendered in accordance with *Welfare and Institutions Code* (W&I Code) §§ 14133 and 14133.1 and 22 CCR § 51327 to an MIA Patient.

Inpatient Services are subject to exclusions, limitations, exceptions, authorization and conditions as are otherwise set forth in any provision of this Agreement or any Exhibit hereto and include, but are not limited to, the following:

- (a) Bed and board.
- (b) Medical, nursing, surgical, pharmaceuticals, dietary services, medical social services, biologicals, supplies, appliances and equipment provided on an inpatient basis.
- (c) Diagnostic and therapeutic services required by the MIA Patient shall exclude physicians' services. CONTRACTOR shall be responsible for assuring that MIA Patients obtain physician services through the Central Coast Inpatient Consultants Hospitalist Group.
- (d) Administrative services required in providing Inpatient Services hereunder.

4.12. "Medically Necessary" or "Medical Necessity" means those Covered Services which, under the provision of this Agreement, are determined to be:

- (a) Appropriate and necessary to diagnose a condition or to treat the symptoms, diagnosis or illness or injury.
- (b) Consistent with evidence-based, professional and nationally recognized clinical criteria, such as InterQual criteria.
- (c) Not primarily for the convenience of the MIA Patient, or the MIA Patient's physician or other provider.
- (d) The most appropriate supply or level of service, including levels of acute care such as intensive care unit services or regular acute medical and surgical services as required by the clinical status of the MIA Patient, which can safely be provided to the MIA Patient. For CONTRACTOR, this means that the MIA Patient requires acute care as an inpatient due to the nature of the services the MIA Patient is receiving, or the severity of the MIA Patient's condition, and that safe and adequate care cannot be received as an outpatient or at a reduced level of care such as a sub-acute unit or skilled nursing facility.

4.13. "MIA Patient(s)" means a patient determined to be eligible for the Medically Indigent Adult Program (MIA) by COUNTY.

4.14. "MIA Program" means the COUNTY Medically Indigent Adult Program that provides eligible uninsured residents of Santa Barbara County with Medically Necessary medical care by paying for all or part of the costs. The MIA Program is not an insurance program; it is public assistance. An individual must be ill or injured in order to apply. Some people who qualify may pay a Share-of-Cost each month before the MIA Program will authorize services. The amount of this Share-of-Cost is based on income.

MIA is not for work-related or auto accident injuries, or if an individual has private health insurance, Medicare and/or is Medi-Cal eligible.

4.15 "Potentially Eligible" means a hospitalized patient who has no other coverage (private, workers' compensation, automobile, etc.) that will reimburse the hospital expenses. This patient is potentially eligible for the MIA Program only after completing an MIA application, submitting required documentation and being deemed eligible by the COUNTY. Simply referring the patient to the COUNTY does not make the patient Potentially Eligible as an MIA Patient.

Individuals are Potentially Eligible if they meet the following criteria:

- Possess an eligible medical diagnosis/condition;
- Are a current permanent resident of Santa Barbara County based on proof of residency;
- Are a United States citizen or a permanent legal resident of the United States;
- Are between the ages of 21-64 years old;
- Have income and assets that do not exceed certain limits;
- Have completed an application; and
- Have verification of the following information:
 - Identification: Picture ID Card, proof of citizenship
 - Social Security Card
 - Proof of Residency in Santa Barbara County
 - Financial Statements

4.16. "SB County" means the geographical area that encompasses Santa Barbara (SB) County.

5. **TERM.** CONTRACTOR shall commence performance on January 1, 2011, and shall continue to provide services pursuant to this Agreement until December 31, 2011, unless terminated sooner as provided herein.

6. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference in an amount not to exceed \$800,000.

7. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

8. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. All services, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be performed in a manner consistent with the community standard and shall conform to the standards of quality normally observed by those practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any

errors or omissions, at COUNTY's request without additional compensation. Permits and licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

9. **TAXES.** COUNTY and CONTRACTOR shall be responsible for paying their respective taxes required by state, federal, or local taxing agencies.

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

11. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

12. **OWNERSHIP OF DOCUMENTS.** COUNTY and CONTRACTOR shall be the owners of their respective work product created within the scope of this Agreement including, but not limited to the following, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Neither CONTRACTOR nor COUNTY shall release any materials under this section without the prior written approval of the other party.

13. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at a mutually agreeable time upon reasonable notice during CONTRACTOR's regular business hours or upon reasonable notice.

14. **MUTUAL INDEMNIFICATION AND INSURANCE.** COUNTY and CONTRACTOR agree to mutually indemnify and hold harmless the other, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions of this Agreement; including any willful or negligent act or omission to act on the part of the COUNTY OR CONTRACTOR or their respective agents or employees or other independent contractors directly responsible to them to the fullest extent allowable by law.

COUNTY and CONTRACTOR shall each carry professional liability insurance in an amount not less than \$1 million per occurrence and \$3 million aggregate, or provide and maintain a self-insurance program funded to meet the minimum limits. Insurance is against professional errors and omissions (malpractice) in providing services under the terms of this Agreement and for the protection of the interests and property of COUNTY and CONTRACTOR, and their respective employees and agents. CONTRACTOR shall also ensure that each employee is insured under an automobile liability policy while providing services in the course and scope of their respective duties under this Agreement and that CONTRACTOR carries appropriate Workers' Compensation insurance for each employee.

15. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies

to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

16. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR and COUNTY agree that this is not an exclusive Agreement and that both parties shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR, as the COUNTY or CONTRACTOR desires.

17. **ASSIGNMENT.** Neither CONTRACTOR nor COUNTY shall assign any of their respective rights nor transfer any of their respective obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. **TERMINATION.**

A. **Termination for Cause.** In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. A material breach by CONTRACTOR may include, but not be limited to, CONTRACTOR's failure to meet the requirements described in Exhibit A of this Agreement. A material breach by COUNTY may include, but not be limited to, failing to make timely payments as required by this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) days notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

B. **Termination Without Cause.** This Agreement may be terminated by either party without cause upon ninety (90) days' advance written notice to the other party.

19. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the

extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

24. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

25. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

27. **CALIFORNIA LAW.** The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

29. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

30. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

31. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term. In the unlikely event of non-appropriation, payment for currently authorized or pre-authorized services will be honored.

32. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to COUNTY MIA Patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder. CONTRACTOR maintains only patient identification information for billing and physician assignment purposes.

33. **REFERRALS.** Nothing in this Agreement or in any other written or oral agreement between COUNTY and CONTRACTOR, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to CONTRACTOR.

34. **FORCE MAJEUR.** No party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information system interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each party shall use its good faith efforts to perform its duties and obligations under this Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Marian Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on January 1, 2011.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____
Director

By: _____
Risk Program Administrator

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Marian Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on January 1, 2011.

CONTRACTOR

By: _____
Sue Anderson, CFO

Date: _____

EXHIBIT A

STATEMENT OF WORK

To operate a comprehensive and effective MIA Program, CONTRACTOR and COUNTY agree to perform the duties and responsibilities set forth below.

CONTRACTOR DUTIES AND RESPONSIBILITIES:

CONTRACTOR shall:

- A. Comply with the MIA Guidance document attached as Exhibit B1 and future revisions.
- B. Coordinate with COUNTY Utilization Review (UR), Social Workers and other staff for MIA Program enrollment/application completion. CONTRACTOR understands that many patients may be Potentially Eligible for MIA benefits due to an emergency accident or illness. However, these Potentially Eligible patients first must complete required paperwork (including documentation described in EXHIBIT B1) before they are deemed MIA Patients. Some patients are classified as "pending" if the application is incomplete. Therefore, CONTRACTOR will provide application assistance to Potentially Eligible patients while they are hospitalized so that an MIA Program application can be completed as soon as possible.
- C. CONTRACTOR agrees to provide Hospital Covered Services to MIA Patients at CONTRACTOR's Approved Facilities as necessary for the prompt and proper rendering of such medical care, subject to and within the usual and customary range of its facilities, services, equipment and personnel and provided in accordance with applicable requirements and other terms and conditions of this Agreement. CONTRACTOR shall provide Hospital Covered Services to MIA Patients in the same manner that services are provided to all other of its patients:
 - (i) Admission of MIA Patients to Facilities. Admission of MIA Patients to CONTRACTOR's facility for medical care and treatment shall be based upon the severity of medical need and the Authorization of COUNTY.
 - (ii) Delivery of Services. CONTRACTOR shall make available Hospital Covered Services to MIA Patients at the CONTRACTOR's facility twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year.
 - (iii) Financial Responsibility. CONTRACTOR shall supply and be financially responsible for all necessary facilities, services, personnel, equipment, instruments and supplies required for hospital operations to provide Covered Services to MIA patients.
 - (iv) Emergency and Urgent Care Services. CONTRACTOR shall ensure that it maintains its emergency services and makes Emergency Services available to MIA Patients, who, within the judgment of the attending physician require such Emergency Services and that such Emergency Services are provided to MIA Patients on the same basis that CONTRACTOR provides such services to its other patients. Following the provision of immediate care and stabilization, CONTRACTOR (its employee or attending physician) shall contact the COUNTY to determine if follow-up urgent or primary care can be provided in the COUNTY ambulatory care clinics.

CONTRACTOR agrees to permit COUNTY to review inpatient admissions for MIA Patients who are admitted through CONTRACTOR's Emergency Department.

- (v) MIA Inpatient Admissions. CONTRACTOR agrees to admit MIA Patients (and Potentially Eligible patients) requiring Hospital Covered Services and to accept payment from COUNTY according to the terms set forth in EXHIBIT B, provided that the following conditions are met:
1. Except for Emergency Services, CONTRACTOR agrees to notify COUNTY immediately upon MIA Patient admission to an Approved Facility to obtain Authorization.
 2. The admission is determined to be Medically Necessary in accordance with COUNTY policy.
 3. For Potentially Eligible MIA emergency admissions, CONTRACTOR will refer patients to COUNTY's MIA Program for determination of eligibility within 48 hours of admission.
 4. The admission is determined to be Medically Necessary in accordance with COUNTY policy as defined in section 4.12 of this Agreement.

In the event that CONTRACTOR provides services prior to MIA eligibility determination, COUNTY will provide payment for services if the client is determined to be MIA eligible retroactive to the date of service as specified in the MIA authorization guidelines. If the COUNTY can not authorize MIA eligibility because the patient does not complete the MIA application process, or the client is ineligible to the MIA program, the CONTRACTOR should seek additional payment sources such as Maddy or Tobacco Settlement funding

In the event that CONTRACTOR misrepresents admission criteria, MIA Patient medical status, or level of care, COUNTY reserves the right to retrospectively deny a previously authorized admission.

- (vi) Discharge Planning. CONTRACTOR shall use its best efforts to ensure that discharge planning is performed in an expeditious and timely manner for MIA Patients who are admitted to an Approved Facility. Whenever possible, CONTRACTOR shall use its best efforts to place MIA Patients who would otherwise qualify for placement in skilled nursing facilities in alternative non-institutional settings. CONTRACTOR will coordinate discharge planning with COUNTY's Primary Care Provider (PCP), Medical Social Workers and Healthcare for the Homeless Program.
- (vii) Requirements. CONTRACTOR shall at all times remain: (i) duly licensed by the State and DHCS; (ii) duly certified as a Medicare and Medi-Cal services provider; and (iii) duly accredited by the Joint Commission on Health Oversight (JCHO) to provide Covered Services.
- (viii) Medical Staff. CONTRACTOR shall maintain a management department that shall conduct, among other things, credentialing, appointment, re-credentialing, discipline and termination services of medical staff physicians who are providing services to MIA

Patients. CONTRACTOR shall not pass on to COUNTY any costs incurred by CONTRACTOR in the course of CONTRACTOR's credentialing processes. Any credentialing information requested by COUNTY will be provided to COUNTY free of charge.

- (ix) Reporting. CONTRACTOR agrees to furnish COUNTY with admission data, including a daily inpatient census report that identifies Authorized, Pending or Potentially Eligible MIA Patients.

COUNTY'S DUTIES AND RESPONSIBILITIES:

COUNTY shall:

Verify MIA Eligibility. CONTRACTOR shall employ their MIA Eligibility Verification System, which consists of various forms of communication such as daily call, faxes, or emails to verify MIA eligibility. COUNTY staff shall be available to respond to such communications. If CONTRACTOR fails to communicate in advance of rendering Covered Services other than Emergency Services, or fails to follow COUNTY procedures, COUNTY will not guarantee eligibility and CONTRACTOR may not be entitled to payment from COUNTY.

MIA PROGRAM EXCLUSIONS

The following services are excluded from coverage under the MIA Program and COUNTY shall not be responsible for the payment of such services provided to any MIA Patients:

- 1) Obstetrical and pregnancy services
- 2) Mental health services
- 3) Alcohol and drug treatment services and outpatient drug detoxification
- 4) Dental services
- 5) Adult day health care
- 6) Childhood lead poisoning case management services
- 7) Audiology
- 8) Hearing aids
- 9) Podiatry
- 10) Outpatient Occupational Therapy, Speech Therapy
- 11) Chiropractic care
- 12) Optometry and any other service not covered by Medi-Cal or mentioned in Exhibit B1.

COUNTY agrees to update CONTRACTOR as MIA Covered Services change.

EXHIBIT B

PAYMENT ARRANGEMENTS

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid at the following rates:

HOSPITAL ROOM TYPE	DAILY RATE
ICU/CCU	\$1,600.00
Medical-Surgical	\$1,440.00
Administrative Day	\$ 500.00

- B. DISCOUNTED CLAIMS. The following discounting will be applied for eligible authorized MIA patient claims that are not received in a timely manner:

- 1) Claims 0-6 months from date of service will not be discounted (100%)
- 2) Claims 7-9 months old will be discounted 25%
- 3) Claims 10-12 months old will be discounted 50%
- 4) Claims more than 13 months old will not be paid (0%).

- C. COMPENSATION. This Agreement authorizes services and reimbursement only for an Approved Facility. Payments are for County MIA patients only. COUNTY is not obligated to provide payment for Potentially Eligible patients or patients that do not complete the MIA application process. COUNTY will assist CONTRACTOR in determining if non-county patients may be eligible for other applicable funding sources such as Tobacco Settlement and/or Maddy Funds. If the patient is found to be eligible for the MIA Program and Covered Services are Authorized, CONTRACTOR agrees to seek payment only from COUNTY for the provision of Covered Services. COUNTY shall pay CONTRACTOR at the rates set forth above. COUNTY shall not reimburse CONTRACTOR for any charges for services specified in this Agreement or any Exhibit which are deemed not Medically Necessary as defined in section 4.12 of this Agreement or for which Authorization, when required, was not obtained.

Maximum is established at \$800,000 for the Agreement period of January 1, 2011 through December 31, 2011 .

Estimates of service utilization are for approximately 90 patients and 525 hospital days each annual period.

- D. RETROACTIVE MEDI-CAL ELIGIBILITY. Per California Welfare and Institutions Code Section 14019.3, Medi-Cal recipients or those that have paid for services on behalf of a Medi-Cal recipient are entitled to a return of the payment from the provider of service once the patient has been found retroactively eligible for Medi-Cal. Therefore, payments made by COUNTY to CONTRACTOR for patient services when the patient was not Medi-Cal eligible but later obtains retroactive Medi-Cal eligibility will be refunded to COUNTY under the terms of Section (E) REFUND RECOVERY

- E. REFUND RECOVERY.

1. CONTRACTOR shall report to COUNTY when COUNTY has erroneously paid for medical services for a patient that was not eligible for or enrolled in the MIA Program;

2. Upon COUNTY discovery of claims errors made by either COUNTY or CONTRACTOR, COUNTY will notify CONTRACTOR to make an immediate repayment to COUNTY. COUNTY will also report to CONTRACTOR when an MIA Patient has or subsequently obtains Medi-Cal benefits or is covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance. These payments must be returned to COUNTY and CONTRACTOR must bill Medi-Cal for the claims that are within one year old to CenCal Health and to the State Medi-Cal Fiscal Intermediary for claims more than one year old.
 3. COUNTY will assist CONTRACTOR by working closely with patient and the County Department of Social Services in obtaining MC-180 over-the-year letters for patients who were potentially Medi-Cal eligible upon admission to the Approved Facility and have subsequently received retro-active Medi-Cal eligibility.
- F. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by COUNTY.
- G. CONTRACTOR shall submit to the COUNTY Clean Claims for the service performed that indicate the date of service. COUNTY shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay Clean Claims for satisfactory work within 30 days of presentation.
- H. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B1

MEDICALLY INDIGENT ADULT (MIA) PROGRAM PATIENT AND PROVIDER GUIDE

For Eligibility

Lompoc (805) 737-6486
Santa Barbara (805) 681-5398 or (805) 681-5399
Santa Maria (805) 346-7241 or (805) 346-7374

For Patient Accounting (PHD bills)
(805) 681-5215

For questions about non-PHD bills
(805) 681-5390

I. What is the MIA Program?

The MIA Program provides eligible, uninsured residents of Santa Barbara County with medical care by paying for all or part of the costs. The MIA Program is not an insurance program; it is public assistance. You must be ill or injured in order to apply. Granting a patient MIA eligibility does not mean that all services/conditions are covered. Some people who qualify may pay a Share-of-Cost each month before the MIA Program will help. The amount of this Share-of-Cost is based on income.

MIA is not for:

- Work-related injuries; you should file for workers' compensation;
- An injury from an auto accident; you should file a claim against your auto insurance;
- Health care services for those who carry private health insurance, Medicare, and/or are Medi-Cal eligible.

II. What are the requirements for MIA eligibility?

The patient must:

- Establish care with a PHD Primary Care Physician with a medically justified service need
- Have an eligible medical diagnosis/condition that requires medical or surgical treatment
- Be a current permanent resident of Santa Barbara County based on proof of residency
- Be a United States citizen or a permanent legal resident of the United States
- Be between the ages of 21-64 years old
- Have income and assets that cannot exceed certain limits and
- Provide the following information:
 - Identification: Picture ID card, proof of citizenship
 - Social Security Card
 - Proof of residency in Santa Barbara County
 - Financial statements

III. When and where can I apply?

You may apply up to 7 days before or 7 days after a scheduled medical visit during the scheduled hours of the MIA Offices at the following locations:

Lompoc Health Care Center 301 North "R" St. Lompoc, CA 93436 Phone: (805) 737-6400	Santa Barbara Health Care Center 345 Camino del Remedio Santa Barbara, CA 93110 Phone: (805) 681-5488	Santa Maria Health Care Center 2115 S. Centerpointe Parkway Santa Maria, CA 93455 Phone: (805) 346-7230
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IV. How long can I have services through the MIA Program?

1-4 months depending on your medical needs and financial circumstances:

- When your application has been approved you will receive your **MIA Certification for Eligibility letter**, which will show the period of eligibility. Please present this letter before all medical appointments.
- You are required to reapply if you continue to receive care beyond this period.
- You are required to report any changes that would affect your MIA eligibility within 10 days.
- You are required to report possible eligibility for other programs such as Medi-Cal.
- If your application is not approved, you will be billed for the services.

V. Who will coordinate and approve my care?

The MIA program will coordinate with you, the PHD providers, and/or external providers to assist you in obtaining access to care, pre-authorization of services and payment of claims. For billing questions, please call Patient Accounting for clinic bills at (805) 681-5215. For other claims issues call the MIA Program at (805) 681-5930.

VI. Where am I required to obtain medical care?

- You must obtain your medical care at one of the Santa Barbara County Public Health Department (PHD) Health Care Centers.
- Before the initial application you must be seen by a clinic Primary Care Provider (PCP) who will provide your initial and ongoing referrals.
- To make an appointment, please call any of the clinics listed below.

Health Care Center Hours: 8am – 5pm Monday through Friday

Locations with Lab and Pharmacy Services	Other Centers	Satellite Centers (Hours of Operation Vary)
Lompoc 301 North "R" St. Lompoc, CA 93436 Phone: (805) 737-6400	Carpinteria 931 Walnut Avenue Carpinteria, CA 93013 Phone: (805) 560-1050	Casa Esperanza 816 Cacique Street Santa Barbara, CA 93101 Phone: (805) 884-8481
Santa Barbara 345 Camino del Remedio Santa Barbara, CA 93110 Phone: (805) 681-5488	Franklin 1136 E. Montecito St. Santa Barbara, CA 93101 Phone: (805) 568-2099	Good Samaritan Shelter 410 West Morrison Avenue Santa Maria, CA 93458 Phone: (805) 347-3392 ext. 101
Santa Maria 2115 S Centerpointe Parkway Santa Maria, CA 93455 Phone: (805) 346-7230	Santa Maria Women's Center 116 S Palisade Drive, Suite 104 Santa Maria, CA 93454 Phone: (805) 739-8710	Santa Barbara Rescue Mission 535 East Yanonali Street Santa Barbara, CA 93103 Phone: (805) 966-1316

VII. Medications

Medications are filled only in the PHD pharmacies located in the Santa Barbara, Lompoc, and Santa Maria centers.

Important facts about prescriptions:

- Medications are covered if they are on the approved medication list. Generics are routinely used.
- Prescriptions must be written by a PHD provider or by a provider you have seen recently with an active MIA referral.
- Lost or stolen medications are not covered by the MIA Program.
- You may be eligible for a 90-day supply of non-controlled medications.
- If you have a high Share-of-Cost, you will save money by purchasing your medications at a discount at the time of service. There is no discount on medications that are added to your monthly bill.

Emergency medications-after hours:

- During non-clinic hours: For prescriptions that are needed urgently after hospitalization such as antibiotics, please take your prescription and MIA Certification for Eligibility Letter or MIA Request for Application sheet to a RITE AID pharmacy. If you live in Lompoc or Orcutt, please go to the Sav-On pharmacy at Albertsons.
- You may be given a maximum of 5 days of medication, which will be enough to last until the PHD pharmacy reopens. The prescription label from the outside pharmacy can be taken to the PHD pharmacy for the balance of the medication.

Medication refills:

- Medications will not be refilled early.
- If a medication you take regularly is running out, call the pharmacy 3-4 days in advance:
✓Lompoc (805) 737-6090 ✓Santa Barbara (805) 681-5300 ✓Santa Maria (805) 346-7297
- Controlled medication refills are not approved by on-call doctors or urgent care.
- Please use the automated system to enter your prescription numbers.
- The pharmacy will contact your doctor if you are out of refills.
- Make and attend regular appointments with your provider. Your provider is more likely to approve your refills if you do not skip appointments.
- Plan ahead. If you run out of a medication you need urgently, call your regular clinic and ask for the physician on-call.

VIII. Clinical laboratory

Lab work ordered by any provider (including lab work required prior to a surgery) must be done at one of the PHD clinical labs. Laboratory charges from other labs will not be paid without prior approval.

IX. X-rays

X-rays, other than MRIs, CT scans and non-pregnancy related ultrasounds must be performed at the Santa Barbara Health Care Center (345 Camino del Remedio). Please talk to your provider for other approved locations for urgent procedures.

Please note: Laboratory and X-ray services that are not pre-approved to be performed outside of PHD will not be covered by the MIA Program and you will be responsible to pay the bill.

X. Hospital admissions

Planned hospital admissions must be pre-authorized by your Primary Care Provider and the PHD MIA Program. Services are only covered at Cottage Hospital in Santa Barbara, Marian Medical Center and Lompoc Valley Medical Center. If you have an emergency admission, the hospital must contact the PHD MIA Program immediately for approval.

If you are not an established MIA patient and are admitted for emergency care as an inpatient, you or your representative must contact the MIA office within 7 days of your admission in order to be considered for MIA coverage. Upon discharge, you must make an appointment with a PHD Health Care Center to establish care with a PHD Primary Care Physician. When you register as a PHD patient, you will be guided in the process of MIA eligibility determination. You or your representative must meet all the requirements for MIA eligibility, complete the MIA eligibility process within the time allotted, and be granted MIA status in order for the MIA program to authorize payment for the hospital admission.

The hospital can assist you while in the hospital by submitting the MIA request for application and hospital face sheet within 48 hours of your admission. The hospital staff will assist you in determining other possible sources of payment. If you are granted MIA eligibility, the MIA program may extend coverage as far back as seven days prior to your contact with the MIA office.

XI. Hospital Emergency Department visits and PHD clinic urgent care

- In the event of an urgent need for care M-F 8:00-5:00, please call or visit your clinic location.
- After hours, please call the phone number of your clinic and ask for the provider on-call who will provide direction for your services.
- Visits to a hospital emergency department (ED) are for serious emergencies only.
- Do not go to an emergency department for:
 - Minor illnesses such as colds or other minor medical problems
 - A medication refill that you need urgently when the clinics are closed
 - A medical need that is not urgent and can wait until the clinics are open
- Non-urgent ED visits will not be covered by the MIA Program and you will be responsible to pay the bill.

Definition of “Urgent Care”: Urgent care is defined as the delivery of ambulatory medical care outside of a hospital emergency department on a walk-in basis without a scheduled appointment.

Definition of the “Emergency Department” (ED): Sometimes termed Emergency Room (ER), is a service or primary care department that provides initial treatment to patients with a broad spectrum of illnesses and injuries, some of which may be life-threatening and requiring immediate attention.

XII. What outside services are covered by the MIA Program?

When you need care which is not available at a PHD Health Care Center, your Primary Care Physician will refer you to a provider in the community. All outside services must be authorized prior to the appointment or procedure by the PHD MIA program. If you do not have pre-approval, you will be billed for the services you receive.

XIII. Services not covered by the MIA Program include but are not limited to:

Alcoholism & Chemical Dependency	Hearing aids	Pregnancy Services
Audiology	Mental Health Disorders	Routine Physicals
Chiropractic Care	Occupational Therapy	Speech Therapy
Dental Services	Optometry & Eyeglasses	Podiatry

Medical services eligible for payment through any other federal or state program or other payer source are not covered by MIA. Services may be included or excluded by the PHD at its determination.

XIV. Important facts about billing

- Before you are determined eligible for MIA coverage, you will be considered a “self pay” patient and need to make arrangements to pay for medications and other services.
- If you qualify for full MIA coverage you will not be billed for approved medical care.
- If you have a monthly Share-of-Cost, you will be billed by the PHD for services you receive until you meet your Share-of-Cost. If you have questions about your bill, please call Patient Accounting at (805) 681-5215 only.
- Any service by an outside provider must have prior authorization by the PHD MIA Program or you will be responsible for payment.
- If you get a bill from an outside medical provider for services that have prior authorization by the PHD MIA Program, please attach a copy of your ***MIA Certification for Eligibility*** letter to the bill and mail it back to the provider.

XV. Changes in MIA eligibility

Your MIA eligibility can change for the following reasons:

- You will be required to sign a statement that the information you provide to the MIA Medical Services Representative is true and accurate. If you have not provided all information about finances and personal property or do not report changes immediately, MIA eligibility can be taken away for previously covered and future months. In some cases the lack of information or incorrect information may be considered to be a commission of fraud and may result in loss of MIA eligibility. If this should occur you are responsible to pay for all PHD and external medical services which occurred during periods of MIA ineligibility.
- If your medical condition is in a Medi-Cal eligible category, you will be required to apply for Medi-Cal and possibly, Social Security Disability. Failure to apply will jeopardize your MIA eligibility. Your MIA Medical Services Representative will counsel you regarding transition from MIA to Medi-Cal eligibility.

The MIA Program is under the direction of the Santa Barbara County Board of Supervisors and is administered by the Santa Barbara County Public Health Department.

This guide is subject to change without advance notification.

EXHIBIT C
--- INTENTIONALLY OMITTED ---

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT C

Contract Summary Form: Contract Number : _____-_____-_____-_____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year..... : FY 10-11
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 041
 D3. Requisition Number..... : n/a
 D4. Department Name..... : Public Health
 D5. Contact Person..... : Dan Reid
 D6. Phone..... : 681-5173

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : Services
 K3. Original Contract Amount..... : \$800,000
 K4. Contract Begin Date..... : 01-01-2011
 K5. Original Contract End Date..... : 12-31-2011
 K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>Effective Date</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>	<u>(2-4 words)</u>
		\$	\$			\$			
K7.	Department Project Number.....								N/A

B1. Is this a Board Contract? (Yes/No)..... :
 B2. Number of Workers Displaced (if any)..... : N/A
 B3. Number of Competitive Bids (if any)..... : N/A
 B4. Lowest Bid Amount (if bid)..... : \$
 B5. If Board waived bids, show Agenda Date :
 B6. ... and Agenda Item Number..... : #
 B7. Boilerplate Contract Text Unaffected?.....

F1. Encumbrance Transaction Code..... :
 F2. Current Year Encumbrance Amount..... :
 F3. Fund Number..... : 0042
 F4. Department Number..... : 041
 F5. Division Number (if applicable)..... : 12
 F6. Account Number..... :
 F7. Cost Center number (if applicable)..... :
 F8. Payment Terms..... : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing)... :
 V2. Payee/Contractor Name..... : Marian Medical Center
 V3. Mailing Address..... :
 V4. City State (two-letter) Zip (include +4 if known)
 V5. Telephone Number..... :
 V6. Contractor's Federal Tax ID Number (EIN or SSN) : On File
 V7. Contact Person
 V8. Workers Comp Insurance Expiration Date... :
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
 V10. Professional License Number..... : n/a
 V11. Verified by (name of COUNTY staff)..... :
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date _____: Authorized Signature _____