

LETTER OF AGREEMENT

TERMS AND CONDITIONS

The purpose of this Letter of Agreement ("LOA"), effective **July 1, 2020**, is to confirm an agreement that has been reached between the **Ventura County Medi-Cal Managed Care Commission** (dba Gold Coast Health Plan) ("Payor") and the **County of Monterey** ("Provider"). Provider through its Federally Qualified Health Center has agreed to render services to the enrolled Members of Payor's Medi-Cal Managed Care Plan as set forth herein at the rates listed.

1. Services will be provided to Members of Payor's Plan by physicians and other licensed professionals who are affiliated with Provider. Members are beneficiaries of Medi-Cal who are enrolled into the Payor's Plan and who will be covered under this LOA.
2. Payor is responsible for payment of services rendered by Provider and shall reimburse Provider within thirty (30) days of receipt of a clean claim. Provider shall accept the rate(s) herein as payment in full and shall not bill Members, except for any allowable copayments, deductibles, co-insurance or non-covered services as determined by the State of California, Department of Health Care Services. Payor agrees to comply with the prompt payment laws and regulations of the State of California pursuant to AB 1455.
3. Payor shall not rescind or modify an authorization of services, for any reason, after Provider renders such services pursuant to said authorization and shall reimburse Provider pursuant to the reimbursement terms set forth in this LOA.
4. This LOA shall be governed and construed in accordance with the laws of the State of California. Any provision required by state law or regulation or the Payor's contract with the State of California shall apply whether or not explicitly stated in this LOA.
5. Any lawsuit arising out of this LOA shall be filed with and resolved by a court within the County of Monterey, California and the parties hereby consent to the jurisdiction and venue of such court
6. The term of this LOA shall commence on July 1, 2020 and continue thereafter until June 30, 2021, unless earlier terminated as provided herein. Thereafter, the term of this LOA shall be automatically extended for additional one (1) year terms on each successive July 1 first (1st) thereafter, unless either party provides the other with written notice of such party's intention to terminate the Agreement upon no less than sixty (60)

calendar days written notice. This LOA may be amended at any time with the written consent of both parties.

7. Each party represents and warrants that it is currently and for the term of this Agreement shall remain in compliance with all applicable federal and state laws, rules and regulations in the performance of its activities hereunder.
8. Each party reserves the right to, and to control the use of, its names, symbols, trademarks and service marks, presently existing or hereafter established and no party shall use another party's names, symbols, trademarks or service marks in any advertising or promotional materials or communication of any type or otherwise without the latter party's prior written consent
9. This LOA contains all the terms and conditions between the parties with respect to the provision of covered services to the Payor's Members as described herein and supersedes any prior contracts, agreements, negotiations, proposals or understandings relating to the subject matter of this LOA which are not contained in this LOA.

10. PROVIDER SHALL SUBMIT
CLAIMS TO:

Gold Coast Health Plan
ATTN: Claims
P.O. Box
9152 Oxnard,
CA 93031

11. PAYOR SHALL REMIT
PAYMENTS TO:

Monterey County Health Department

Email delivery:

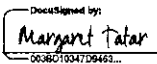
CS_Finance@co.monterey.ca.us

Physical Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

I have reviewed the above and agree upon the terms and conditions and the reimbursement rates for services provided to Payor's Members in accordance with this LOA. I understand that my signature hereto constitutes authorization for services to be provided to Payor's Members by all physicians and other licensed professionals associated with Provider.

For Gold Coast Health Plan

Signature:  _____
DocuSigned by:
Margaret Tatar
063621034759462...

Title: Interim Chief Executive Officer

Date: May 11, 2020 | 08:20:09 PDT

TIN: 27-3197163


For County of Monterey

Signature: _____

Title: _____

Date: _____

TIN: 94-6000524


Signature:  _____
DocuSigned by:
Stacy Saetta
C0E0E1B99F444A9...
Date: 5/21/2020 | 11:30 AM PDT

Approved as to Form:
Stacy Saetta Deputy Counsel

Approved as to Fiscal Provisions

Signature: _____

Date: _____

Approved as to Fiscal Provisions:

Signature: _____
DocuSigned by:
Burcu Mousa
811C33356359474...
Burcu Mousa Auditor-Controller

Date: 5/22/2020 | 8:49 AM PDT

PROVIDER
REIMBURSEMENT
RATES

The following rates shall apply to all Medically Necessary services rendered by Provider for Covered Services to eligible Members of Payor's Plan:

Reimbursement Rate: 100% of prevailing Medi-Cal fee for service rates as determined by the California Department of Health Care Services less any applicable copayment, deductible or coinsurance payments by Members mandated by the State of California.