

Amendment No. 1 to EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

To Standard Agreement ("Agreement")

by and between Awender Chiropractic Health Services, Inc. ("Contractor"), and County of Monterey, on behalf of its Health Department ("County")

I. SCOPE OF SERVICES

1. Contractor shall arrange for and furnish the services of duly qualified and licensed chiropractors, each of whom is duly licensed and qualified to provide chiropractic services in California ("Chiropractors").
2. Subject to the terms and conditions of this Agreement, Contractor agrees to furnish Chiropractors to County for the provision of chiropractic services for up to 12,000 unique patients.

II. SERVICES BY CONTRACTOR

1. Contractor shall perform and deliver on-site licensed Chiropractors for health services to patients in-person at the County clinic(s) as scheduled.
2. Chiropractors agree to provide the following chiropractic services, including but not limited to:
 - Review patient medical record;
 - Assess and evaluate patient;
 - Development and implementation of individualized treatment plans;
 - Spinal and extremity adjustments/manipulations;
 - Soft Tissue Therapy;
 - Exercise Rehabilitation;
 - Patient education and counseling on lifestyle, nutrition, and exercise;
 - Coordination of care with other healthcare providers within the County clinic as necessary;
 - When medically indicated, provide referrals for diagnostic studies for County plan of care for patient;
3. Contractor shall recruit Chiropractors based on the needs of the County.
4. Contractor shall be responsible for training, oversight, mentorship, and supervision of Chiropractors.
5. Chiropractors shall provide 30 minute appointments for new patients and 10-15 minute appointments for established patients.
6. Chiropractors shall order diagnostic and laboratory testing through the County's existing clinic Electronic Health Record ("EHR") that are medically necessary for diagnosis and/or treatment of the patient.
7. Chiropractors shall document the patient encounter in the EHR and close the chart within 24 hours.

8. Chiropractors shall exhibit professional behavior and maintain respect for the dignity and sensitivities of patient and families, as well as colleagues, County employees and all other healthcare professionals. Chiropractors shall also communicate information timely (as needed), collaborate effectively, and work as a team.
9. Contractor shall identify a Project Lead to serve as the Contractor's primary point of contact to be available to County throughout implementation and for ongoing questions and concerns for the duration of the term of the Agreement.
10. Contractor shall provide education and community outreach on chiropractic care as requested by County.
11. Contractor shall provide utilization review for quality and management per payor or government requirements.
12. Contractor and Chiropractor shall participate in quality improvement initiatives as requested by County.
13. Chiropractor shall participate in staff meetings and/or health center events as requested by the Health Center.

III. ADDITIONAL SERVICES BY CONTRACTOR

1. Implementation. Contractor shall coordinate with the County to fully implement the services, as described above, within a mutually agreeable timeline after Agreement being executed. Implementation may include the following from the Contractor:

- a. Assisting County in developing protocols, policies, and procedures to help ensure smooth implementation.
- b. Collaborating with County to work through any clinical, operational, or administrative issues related to operating a successful chiropractic program.
- c. Creating flyers and/or other instructional materials as needed to introduce services to County staff.
- d. Selection and onboarding of Chiropractor(s) in collaboration with County.
- e. Providing in-person and virtual training of staff involved in the chiropractic program.

2. Chiropractor Selection. Contractor shall identify and recommend the best candidates to the County. Contractor will arrange for and facilitate a video and/or in-person meeting between candidate and County for final selection and approval of candidate by County. Contractor and County agree to meet following each meeting and determine whether or not to pursue the candidate. Recruitment of bilingual Spanish candidates is highly desirable. Contractor shall make every effort to furnish Chiropractors who are actively enrolled as an Ordering, Referring, Prescribing (ORP) Provider with the state's Medicaid program.

3. Chiropractor Qualifications and Requirements. Contractor shall represent to the County that each Chiropractor shall at all times during the term of this Agreement: (i) be duly

qualified and licensed with the State of California Board of Chiropractic Examiners; (ii) hold professional liability insurance coverage in the amounts as required by the County of Monterey; (iii) maintain all required professional credentials and, if applicable, meet all continuing education requirements necessary to retain licensure; (iv) be eligible to be a “Participating Provider” in Medicare, Medicaid, and other Federal or CA State healthcare programs; and (v) have the qualifications and skills necessary to perform the services required under this Agreement.

4. Credentialing. Contractor shall ensure Chiropractor completes credentialing and payor enrollment process as required by County to meet all governing body requirements.

- a. Contractor shall ensure Chiropractor completes and returns the credentialing and privileging packet, all supplemental documents requested, and payor enrollment applications within the deadline set by County.
- b. Contractor shall provide a minimum of 2 Peer References for the Chiropractor to County.
- c. Contractor shall provide evidence of Medical Malpractice Insurance Coverage for each Chiropractor providing services to the County in the amount of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate.
- d. Background Check as instructed by the County.

5. Notice of Action. The Contractor agrees to give the County prompt written notice of any investigation or action, pending or threatened, concerning any matter of which the Contractor acquires knowledge which arises from patient care provided by Chiropractor hereunder, or may affect his/her license to practice in the chiropractic health care profession, eligibility to participate in Medicare, Medicaid, Medi-Cal or any other plans or programs that provide health benefits funded directly or indirectly by the United States, or medical staff privileges at any health care facility. Such notice shall be provided to the County within ten (10) days of receipt.

6. Upon request by County, Contractor shall immediately remove and replace any Chiropractor from furnishing the services under this agreement who:

- a. For any of the reasons stated in Section III.5;
- b. Engages in conduct that, in County’s good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of County;
- c. Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;
- d. Is deemed not to fit well within the exiting County culture and structure.

7. Upon removal of Chiropractor, Contractor shall engage, at its cost and expense, and provide to County, a qualified substitute for the removed Chiropractor. Failure to take such action shall constitute a material breach of this Agreement. Nothing herein shall be construed to limit County’s rights under any provision of this Agreement.

8. Contractor shall determine the method, details, and means of performing the services described in Exhibit A; provided, however, such services shall be performed in accordance with currently approved and accepted medical standards and procedures; and the County approves of the delivery of such services. Contractor and each Chiropractor shall comply with all applicable administrative and clinical rules, procedures and/or regulations concerning the provision of services as may be set forth in Contractor's operating or procedural manuals or as may be otherwise mutually established from time-to-time by Contractor and County.

9. Contractor shall ensure continuity of care for County's patients by coordinating with the County to ensure the Chiropractors are available to provide the services to County's patients at such times or on such schedules as determined by the County and mutually agreed upon with the Chiropractor.

10. Contractor shall cooperate with the County so that the County may meet or satisfy any requirements imposed on it by applicable state and federal law, and all regulations issued pursuant thereto. Contractor shall ensure each Chiropractor maintains such records and provides such information to the County and to applicable state and federal regulatory agencies for compliance as may be required by applicable law. Such obligations shall survive the termination of this Agreement. Contractor agrees to retain such books and records for a term of at least seven (7) years from and after the termination of this Agreement, and further agrees to permit access to and inspection by the California Board of Chiropractic Examiners, the United States Department of Health and Human Services, and the Comptroller General of the United States, at all reasonable times and upon demand, of all those facilities, books, and records maintained or utilized by Contractor and each Chiropractor the performance of services pursuant to this Agreement.

11. Chiropractors shall comply fully with all Federal and State health information confidentiality laws, regulations, and related requirements, including but not limited to, the Federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) laws, and the California State Confidentiality of Medical Information Act. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

12. Chiropractors shall comply with all applicable requirements of the Office of the Inspector General (OIG) Medicare Compliance Bulletins.

13. Contractor shall perform such other and further services as mutually agreed to by the parties.

IV. COUNTY AGREES TO THE FOLLOWING:

1. County shall provide Contractor a practice description and background information regarding the clinics, upon Contractor request.
2. County shall be responsible for credential verification of Chiropractors referred by Contractor. County shall provide the Contractor and Chiropractor with all credentialing

and payor enrollment paperwork required for completion and provide deadline for completion.

3. County shall schedule and manage appointments for the Chiropractors' patients based upon a mutually agreeable block of time.
4. County shall provide language interpretation services for Chiropractor, if needed and accessible by County.
5. County shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by Chiropractors under this Agreement and collecting such fees and charges.
6. County shall reimburse Contractor for the services provided by its Chiropractors under this Agreement.
7. County shall provide equipment, such as a treatment table and activator.
8. County shall perform such other and further services as mutually agreed to by the parties.

V. NON-SOLICITATION

During the term of the Agreement and for one (1) year thereafter, both parties shall not encourage or solicit others employee or independent contractor to leave or terminate its relationship with its employer for any reason, without the written permission of the other party.

VI. MEETINGS/COMMUNICATION

Contractor and County shall convene as needed to monitor service outcomes, oversee contract implementation, discuss contract issues, and evaluate contract usage and effectiveness.

VII. EFFECT OF TERMINATION OR EXPIRATION

Upon any termination or expiration of this Agreement:

1. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement.
2. Clinician shall immediately return to County all of County's property, including patient records, in Contractor or Chiropractors possession or under Contractor or Chiropractors control.

VIII. COMPENSATION / PAYMENT PROVISIONS

County shall pay an amount not to exceed \$916,240 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Contractor's compensation for services rendered shall be based on the following rate:

Rate Table 1:

| Service: | Rate: |
|---|------------------------|
| Chiropractor on-site, in-person patient visit | \$80 per patient visit |

Travel: Upon County pre-approval, County and Contractor agree that Contractor shall be reimbursed for travel expenses during this Agreement. Contractor shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures>. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when. This is for travel outside of the implementation phase and must be pre-approved in writing per the County process. Travel expenses approved by the County shall not exceed \$5,000.

Contractor warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

IX. CONTRACTORS BILLING PROCEDURES

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.
2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
3. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
4. **DISALLOWED COSTS:** Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
5. Contractor shall submit monthly invoices, and other supporting documentation as applicable, with signatures to the either of following:

Clinic Services Invoices mail to:
 Monterey County Health Department
 Clinic Services Bureau
 1441 Schilling place- 1st Floor
 Salinas, CA 93901
 Attn: ACCOUNTING

Email delivery:
 CS_Finance@co.monterey.ca.us