



LETTER OF AGREEMENT

TERMS AND CONDITIONS

The purpose of this Letter of Agreement ("LOA"), effective **June 1, 2013**, 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 Look-Alikes 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. This LOA shall remain in effect until **June 30, 2014**.

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. Either party may terminate this LOA at any time, and for any reason, upon advance written notice of at least sixty (60) days. 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
Clinic Services Bureau
1615 Bunker Hill Way, Ste. 100
Salinas, CA 93906

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: Michael Engelhard

Michael Engelhard

Chief Executive Officer

Date: 6/19/13

TIN: 27-3197163

For **County of Monterey**

Signature: _____ R

Name: Ray Bullick

Title: Director of Health

Date: _____

TIN: 94-6000524

Signature: Mehra Singh per Mike Derr
Mike Derr, Contracts/Purchasing Officer
Date: 3 July 2013

Approved as to Form
Signature: Stacy Saetta
Stacy Saetta, Deputy County Counsel
Date: 7/3/13

Approved as to Fiscal Provisions
Signature: Gary Giboney
Gary Giboney, Auditor-Controller
Date: 7/3/13

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 the 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.