AMENDMENT NO. 2 TO EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

SCOPE OF SERVICES

CONTRACTOR will accept delegation of the credentialing and re-credentialing process for the County. CONTRACTOR will be entering and maintaining provider data; audit to ensure that all required practitioner documents are present; create provider profile; check on status on any action in regard to credentialing applications; generate, provide and track requests to providers for missing information and expiring credentials though email, correspondence, fax, and/or phone. Any changes to the scope of services must be agreed upon in writing by both parties.

DELIVERABLES FROM COUNTY

- 1. County will inform CONTRACTOR of providers and programs requiring credentialing and County enrollment.
- 2. County will make available to CONTRACTOR access to provider files. Provider files may not be removed from office site and may only be photocopied with County approval.
- 3. County will provide CONTRACTOR copies of credentials, such as, copies of CV, DEA, Drivers License, Malpractice policy, State license, NPI response letter, and Social Security number if received.
- 4. County will provide adequate time with CONTRACTOR to discuss current environment, identify specific requirements, and provide approval on credentialing and enrollment packets. The term "adequate" shall mean sufficient enough to ensure questions and concerns are addressed by the County for CONTRACTOR to meet the terms of this Agreement.
- 5. If certain County credentialing requests involve billing issues, County shall provide all necessary documents and information to CONTRACTOR for review.

DELIVERABLES FROM CONTRACTOR

- 1. CONTRACTOR will be responsible for the initiation and maintenance of all credentialing files, including, but not limited to:
 - a) Providing County with all required information and documentation from Providers to complete the credentialing and re-credentialing process at least two (2) weeks prior to each Provider's start date in clinic. If County does not provide CONTRACTOR with a request for new Provider credentialing at least one (1) month in advance, CONTRACTOR and County shall work collaboratively to ensure Provider is credentialed prior to start date in clinic.
 - b) Completing all Provider credentialing packets and enrolling the Providers in programs, such as health plans, governmental agencies, insurance carriers or other entities within the time limits specified by the County. Any packets requiring resubmission will be completed and mailed within fourteen (14) days of return. (Attachment 1)
 - c) Forwarding Providers, in writing, a First Reminder Notice of license or certification expiration dates no later than one (1) month prior to experiation date. CONTRACTOR shall forward a Second Reminder Notice to Provider no later than three (3) weeks prior to license or certification expiration dates. If Provider does not provide renewed license or certification within two (2) weeks of expiration date, CONTRACTOR shall inform County immediately.
 - d) Maintaining credentialing packets and documents in a confidential and secure environment at all times.
 - e) Forwarding a copy of any new or renewed license or certificate to County within one (1) business day of receipt along with an updated provider profile.

- f) Maintaining records of Providers' Central California Alliance for Health (CCAH) application and reapplication due dates. If no notice has been received from CCAH, CONTRACTOR shall notify County and CCAH at least one (1) month prior to Provider's CCAH reapplication due date and shall coordinate the reapplication process with all parties.
- 2. CONTRACTOR will provide a status report with the monthly invoice or earlier if requested by County. CONTRACTOR shall provide the following on a report mutually agreed upon by both parties, detailing:
 - a) Initial credentialing and/or re-credentialing status of each Provider or facility in relation to the health plans, governmental agencies, insurance carriers or other entities; missing and/or expiring credentialing information report; and any Physician background checks.
 - b) Status of projects, trainings and deliverables.
 - c) Current Provider roster including any additions and/or subtractions based on the monthly invoice. CONTRACTOR shall include any separation dates for Providers given by the County and shall only remove Providers one (1) year after separation date.
- 3. CONTRACTOR will, on average, maintain approximately one hundred (100) Provider files per month.
- 4. Every effort should be made to minimize the amount of time that Providers are removed from direct patient care for the purpose of conducting the administrative requirements associated with this Agreement.
- 5. In acknowledgement of the fact that non-credentialed Providers can cause significant cash flow issues for medical clinics, and that resubmission of credentialing can cause further time delays, CONTRACTOR assures that reasonable efforts will be made to meet the criteria that at least 90% of all credentialing packets will be submitted error free, without resubmission necessary, unless resubmission or delay is due to unforeseen circumstances caused by the County, Providers, health plans, governmental agencies, insurance carriers or other entities.
- 6. CONTRACTOR shall immediately notify County, if CONTRACTOR discovers (i) the licenses, certifications or clinical privileges of Provider, providing patient care in the clinics, are revoked, suspended, restricted, expired or not renewed, (ii) any peer review action, inquiry or formal corrective action proceeding, or investigation is concluded against any Provider, (iii) Provider is the subject of legal (malpractice) action or governmental action, inquiry or formal allegation concerning qualifications or ability to perform Services (including any allegation of malpractice), (iv) there is any formal report submitted to the applicable state licensing board or similar organization or the National Practitioner Data Bank or adverse credentialing or peer review action regarding any Provider, (v) there is any material change in any of the credentialing information regarding Provider, (vi) Provider is subject to sanctions under Medicare, Medi-Cal or any other Healthcare Programs, or (vii) there is any incident that may affect any license or certification held by Provider, or that may materially affect Provider's performance of its obligations under this Agreement.
- 7. In the event of termination or non-renewal of this Agreement, CONTRACTOR must return badge, provide all passwords, and return all originals and copies of County documentation and Provider credentialing information such as profiles, certifications, licenses and personnel information.
- 8. If CONTRACTOR fails or refuses to perform any part of work required by the Agreement within the response time, the County may contract with another outside source or may use County personnel to perform that work and may deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR after first deducting the appropriate amount for the value of work originally not completed under the Agreement.

TRAININGS

CONTRACTOR may be asked to provide content specific training presentations to Providers and/or staff regarding, but not limited to, program guidelines, coding and billing documentation. Prior to training presentations, County and CONTRACTOR will discuss the number of training sessions needed, the duration of each presentation, and the presentation topics in order to prepare for the training sessions. The duration of each presentation will be negotiated between County and CONTRACTOR.

PROJECTS

CONTRACTOR may be asked to provide assistance to or complete special projects. County shall present to CONTRACTOR with special project(s) detailing deliverables and timeframe. Prior to start date, CONTRACTOR will provide County with a proposal of hours estimating the duration for any special project. All special projects shall proceed upon approval from both parties.

Examples of projects include, but are not limited to: completing facility credentialing for all clinic sites as needed, including but not limited to the preparation, submission and resubmission of electronic funds transfer paperwork and electronic claims submission paperwork; correction of mailing addresses or submission of updates as needed; and registration with health plans, governmental agencies, insurance carriers or other entities. (Attachment 2)

PAYMENT PROVISIONS

- 1. County shall pay CONTRACTOR an initial fee of one hundred twenty dollars (\$120.00) for successfully credentialing new Providers. CONTRACTOR will assure that all Provider files are complete and current and have successfully been entered into CONTRACTOR's database system where it will be maintained.
- 2. County shall pay CONTRACTOR a monthly maintenance fee of twelve dollars (\$12.00) per active Provider currently being maintained in credentialed status. CONTRACTOR will, on average, maintain one hundred (100) active Provider files per month. CONTRACTOR will assure that all Provider files are complete and current and have successfully been entered into CONTRACTOR's database system where it will be maintained.
- 3. County shall pay a combined amount not to exceed one hundred dollars (\$100.00) for a requested background check on a Provider. Background information shall contain information from sites, such as the American Medical Association (AMA); Healthcare Integrity and Protection Data Bank (HIPDB); and Fraud and Abuse Control Information (FACIS); and/or sites mutually agreed upon by both parties. 4. County shall pay CONTRACTOR fifty dollars (\$50.00) per hour for Provider and/or staff training presentations. The duration and number of sessions will be negotiated between both parties.
- 5. County shall pay CONTRACTOR fifty dollars (\$50.00) per hour for projects. The time required to complete projects will be negotiated between both parties.

MAXIMUM OBLIGATION OF THE COUNTY

During the period July 1, 2009 through June 30, 2014 the maximum obligation of the County for services provided hereunder shall be one hundred thirty eight thousand dollars (\$138,000.00).

Attachment 1 to Exhibit A

List shall include, but is not limited to, credentialing programs for the Monterey County Health Department Clinic Services Bureau as of July 1, 2012. List is subject to change. Any modifications to this list will be discussed with CONTRACTOR.

- 1. BETA Healthcare Group: Professional Liability for Physicians.
- 2. BETA Healthcare Group: Professional Liability for Nurse Practitioners/Physician Assistants
- 3. Blue Cross of California
- 4. Blue Shield of California
- 5. Central California Alliance for Health (CCAH)
- 6. California Children's Services (CCS) Program
- 7. California Child Health and Disability Prevention (CHDP) Program
- 8. Cancer Detection Program, Every Women Counts
- 9. Family Planning, Access, Care and Treatment (PACT) Program
- 10. Medi-Cal, State of California-Health and Human Services Agency, Department of Health Services
- 11. Medicare, Federal Health Care, Department of Health and Human Services, US
- 12. TRICARE/TriWest Healthcare Alliance Corporation
- 13. Department of Health Services, Maternal and Child Health Branch, Comprehensive Perinatal Service Program (CPSP)
- 14. National Provider Identification Number (NPI)

Attachment 2 to Exhibit A

List shall include, but is not limited to, special projects for the Monterey County Health Department Clinic Services Bureau as of July 1, 2012. List is subject to change. Any modifications to this list will be discussed with CONTRACTOR.

For Clinic Licensure

- 1. Electronic Funds Transfer forms
- 2. Electronic Claims submission forms
- 3. CLIA certification
- 4. Medi-Cal Clinical group application package
- 5. Medicare Clinical group application package
- 6. Blue Cross/Blue Shield Bulk NPI submission documentation
- 7. Family PACT Clinical group application package
- 8. Cancer Detection Programs Clinical group application package
- 9. Central Coast Alliance for Health Clinical group application package
- 10. CHDP Clinical group application package
- 11. CPSP Clinical group application package
- 12. NPI Group Identification number new clinic
- 13. CCS Clinical group Application package new clinic
- 14. Board of Pharmacy Clinic Permit new clinic

Other Projects:

- 1. Electronic Medical Record incentive reassignments
- 2. Mental Health Services group application package