



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 November 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

November 12, 2013

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First District

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Second District

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Third District

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Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENTS TO HEALTHY WAY L.A. HEALTH CARE INITIATIVE, CLINIC CAPACITY EXPANSION PROGRAM, AMERICAN INSURANCE ADMINISTRATORS, AND MCKESSON HEALTH SOLUTIONS AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

SUBJECT

Request approval to amend various agreements for the Healthy Way L.A. Health Care Initiative and Clinic Capacity Expansion Programs, and with American Insurance Administrators, a Subsidiary of Management Applied Programming, Inc. and McKesson Health Solutions, LLC, to extend the terms of the agreements, and extend a pilot health care initiative to provide coverage for uninsured children.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute amendments to current Healthy Way L.A. Health Care Initiative (HWLA) Agreements with the Community Partners (CPs) listed in Attachment A, effective upon Board approval, to: a) extend the term of the agreements for six months through June 30, 2014 with the option for an additional three-month extension period through September 30, 2014, solely for the continuation of the HWLA-Unmatched Program and the South Los Angeles Preservation Fund Program (to be renamed the South Los Angeles Urgent Care Services Program), b) increase the maximum obligation for the period of July 1, 2013 through June 30, 2014 by \$28.3 million, and for the optional period of July 1,



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2014 through September 30, 2014 by \$14.2 million; and c) revise the HWLA agreements to modify the billing deadlines for the HWLA-Matched Program to February 15, 2014 for new claims submission and March 15, 2014 for appealed claims, and for the HWLA-Unmatched Program to be no later than 45 days after the termination date of the Agreements for new claims submission and no later than 75 days after the termination date of the Agreements for appealed claims, and allow CPs to request up to two funding transfers during Fiscal Year (FY) 2013-14 to ensure better utilization of their HWLA-Unmatched Program funds during the extension period.

2. Authorize the Director, or his designee, to execute amendments to the current Clinic Capacity Expansion Program (CCEP) Agreements with the CPs listed on Attachment B, effective upon Board approval, to extend the term of the agreements through June 30, 2014, to allow for expenditure of CCEP unexpended service funds, with no change in the maximum obligation, and revise the CCEP agreements to modify the billing deadlines for the CCEP Program to be no later than 45 days after the termination date of the Agreements for new claims submission and no later than 75 days after the termination date of the Agreements for appealed claims.

3. Authorize the Director of Health Services (Director), or his designee, to extend the pilot health care initiative (called Healthy Way LA [HWLA] Kids) for children ages six to eighteen, previously covered under the L.A. Care Health Plan's (L.A. Care) Healthy Kids Program, to the County of Los Angeles, Department of Health Services' (Department or DHS) Ability-to-Pay (ATP) and Outpatient Reduced-Cost Simplified Application (ORSA) programs and temporarily waive the share of cost fees for those above the 133 percent Federal Poverty Level (FPL), for ambulatory and emergency room care, hospitalizations and prescription drugs provided at DHS facilities, nurse advice line (NAL) services, and some outpatient services provided through the CPs, effective upon Board approval through June 30, 2014, with the option for an additional three-month extension period through September 30, 2014, to coincide with the sun-setting of the current HWLA-Unmatched Program agreements.

4. Authorize the Director, or his designee, to execute Amendment No. 9 to Agreement No. H-703016 with McKesson Health Solutions, LLC (McKesson), effective upon Board approval, to extend the term of the Agreement for six months through June 30, 2014 with the option for an additional three-month extension period through September 30, 2014, for the continued provision of nurse advice line (NAL) services for the HWLA Kids program, with no change in the maximum obligation.

5. Authorize the Director, or his designee, to execute Amendment No. 5 to Agreement No. H-702685 with American Insurance Administrators, a Subsidiary of Management Applied Programming, Inc. (AIA), effective upon Board approval, to extend the term of the Agreement through June 30, 2015, for the continued provision of claims adjudication services for the HWLA-Unmatched Program and CCEP, Physician Services for the Indigent Program (PSIP), and MetroCare Physician Program (MPP), and increase the maximum obligation in the amount of \$2.5 million for the extended period through June

30, 2015.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

HWLA

Approval of the first recommendation will enable the Department of Health Services (DHS) to execute amendments, substantially similar to Exhibit I, to existing HWLA Agreements to extend the term of the agreements through June 30, 2014, with an optional three-month extension period through September 30, 2014, solely for the continuation of the HWLA-Unmatched Program and South Los Angeles Urgent Care Services Program (formerly known as the South Los Angeles Preservation Fund Program). The current agreements are slated to expire on December 31, 2013.

Although the current HWLA agreements include both the Matched and Unmatched programs, effective January 1, 2014, Los Angeles County patients currently receiving services under the HWLA-Matched Program will automatically transition to the newly expanded State Medi-Cal program, and CPs must cease to provide billable patient services under the HWLA-Matched Program after midnight on December 31, 2013. Once the HWLA-Matched Program transitions to the newly expanded State Medi-Cal program on January 1, 2014, DHS will still continue to provide HWLA-Unmatched Program services for eligible uninsured County patients. During this extension period, DHS intends to conduct a solicitation process related to establishing a restructured health program for uninsured County patients who meet the eligibility requirements. Extension of the term of the HWLA agreements through June 30, 2014, with an optional three-month extension period, is necessary to allow sufficient time for DHS to conduct the solicitation process and establish new contracts with its CP clinics. The HWLA agreements may be terminated earlier than September 30, 2014, to coincide with the County's launch of the restructured health program, should it occur before this date. The agreements' termination provisions currently allow for termination for convenience by the County upon 30 days prior written notice to the CPs.

Approval of the first recommendation will also: 1) modify the billing deadlines for the HWLA-Matched Program to February 15, 2014 for new claims submission and March 15, 2014 for appealed claims, 2) modify the billing deadlines for the HWLA-Unmatched Program to be no later than 45 days after the termination date of the Agreements for new claims submission and no later than 75 days after the termination date of the Agreements for appealed claims, and 3) allow CPs to request up to a total of two funding transfers during FY 2013-14 to ensure better utilization of their HWLA-Unmatched Program funds during the extension period. Currently, the agreement restricts funding transfers to once during each fiscal year that the agreement is in effect.

CCEP

Approval of the second recommendation will allow the Director to execute amendments, substantially similar to Exhibit II, with CCEP contractors to extend the term of the CCEP agreements through June 30, 2014. The current CCEP agreements are also slated to expire on December 31, 2013. Extending the term will provide opportunity for clinics to fully utilize their existing service funds. The agreement of any CCEP contractor who fully utilizes their funding, including any rollover and/or reallocated funding, prior to June 30, 2014, will expire upon the full utilization of those service funds regardless of the June 30, 2014 expiration date.

Approval of the second recommendation will also modify the billing deadlines for the CCEP Program to be no later than 45 days after the termination date of the Agreement for new claims submission and no later than 75 days after the termination date of the Agreement for appealed claims.

HWLA Kids

The request for approval of the third recommendation is a result of L.A. Care's announcement in late 2012 that it would no longer continue health benefits coverage for approximately 10,000 children ages six to eighteen under its Healthy Kids Program, leaving this population uninsured. In a letter to your Board dated March 12, 2013, DHS estimated that approximately 6,000 of these children would lose access to health care services when HWLA Kids Program ended on February 28, 2013, since the majority of L.A. Care's contracted private providers under the Healthy Kids Program opted to not continue care for this population after that date. The remaining 4,000 children would continue to receive care with their providers since these providers were also CP clinics and could be reimbursed DHS through their HWLA Agreements.

Enrollment data from L.A. Care documented that over 80 percent of the 6,000 children were under 133 percent of the FPL, but the remaining 20 percent came from households with income that ranged from 134 percent to 300 percent FPL. It should be noted that these children already met the eligibility criteria for DHS' ATP and ORSA programs so the pilot initiative allowed for an orderly method to outreach and for these children to apply and begin receiving care at DHS.

In connection with your Board's approval in March 2013 of the DHS HWLA Kids Program, DHS conducted outreach to the estimated 6,000 children losing access to health care to extend similar medical care services at DHS facilities. DHS worked closely with L.A. Care and the CP clinics to assume the care of as many of these children as possible who no longer had a regular provider. As of October 1, 2013, almost 2,500 of these 6,000 children have been enrolled and assigned to DHS pediatric clinics.

The HWLA Kids program is slated to end on February 28, 2014. DHS would like to continue to enroll and offer pediatric care services to these children until this program can be rolled into the restructured health program (see below). The health coverage that is provided through the HWLA Kids program is similar to the medical services provided under the ATP and ORSA programs, which include access to ambulatory and emergency room care, hospitalizations and prescription drugs provided at DHS facilities, and some outpatient services provided through the CP clinics. In addition to this basic medical coverage, DHS also provides these children access to NAL services through the existing McKesson contract. Under the pilot program, DHS honored the beneficiaries' prior financial eligibility screening with L.A. Care and therefore, DHS requested from the Board, and received, a temporary waiver of the financial screening for a period of one year to facilitate the transition. DHS also received approval to waive the share of cost for members above the 133 percent FPL. DHS intend to extend these waivers until the end of the HWLA Kids Program in either June or September 2014.

DHS anticipates that this population will be eligible for the restructured health program as it is currently being envisioned and designed by the Department. Rather than have to begin to perform the standard eligibility and income re-determination of any new former Healthy Kids patients who receive care with DHS, only to rescreen them again under the restructured health program criteria, DHS recommends sun-setting the HWLA Kids program along with the current HWLA-Unmatched Program, and simultaneously opening enrollment into the restructured health program for all eligible patients of every covered age once the new program begins.

MCKESSON

Approval of the fourth recommendation will allow the Director to execute Amendment No. 9, substantially similar to Exhibit III, to Agreement No. H-703016 with McKesson, to extend the term of

the Agreement through June 30, 2014, with an optional three-month extension period through September 30, 2014, for the continued provision of NAL services to the HWLA Kids program. These services are clinically appropriate and cost-effective as numerous published medical reports document that NALs are first and foremost utilized by parents of children under age 18 (the age group of HWLA Kids members); and this service improves member satisfaction and confidence. Further, having the service available reduces the utilization of emergency room visits by redirecting patients/families to more appropriate, lower cost settings including urgent care, primary care physician offices or home care. This promotes better continuity of care for patients, as well as better use of scarce medical and funding resources.

AIA

Approval of the fifth recommendation will allow the Director to execute Amendment No. 5, substantially similar to Exhibit IV, to Agreement No. H-702685 with AIA, to extend the term through June 30, 2015, and increase the maximum obligation by \$2.5 million for the extension period. Of this amount, \$1.2 million will cover the cost of claims adjudication for the HWLA-Unmatched Program and CCEP, and \$1.3 million will cover the cost of claims adjudication for the PSIP and MetroCare. The current Agreement expires on June 30, 2014. The extension of this Agreement will ensure the continuation of adjudication services for the PSIP and MPP through June 30, 2015, and adjudication of all HWLA-Unmatched Program and CCEP claims which are received after the expiration of the HWLA-Unmatched and CCEP programs.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operation Effectiveness, and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

HWLA

The maximum obligation for FY 2013-14 will be increased by \$28.3 million. The maximum obligation for the period of July 1, 2014 through September 30, 2014, will be \$14.2 million, for a total maximum obligation for the nine-month extension period of \$42.5 million. Funding is included in the DHS FY 2013-14 Final Budget and will be requested in the following fiscal year, as needed.

CCEP

Funding is included in the DHS FY 2013-14 Final Budget.

HWLA KIDS

Funding for the extended HWLA Kids program is included in the DHS FY 2013-14 Final Budget and will be requested in the following fiscal year, as needed.

MCKESSON

The cost for providing NAL services for the HWLA Kids program will not exceed \$50,000 for the six-month extension period through June 30, 2014, and \$25,000 for the optional three-month extension

period through September 30, 2014, for a total of \$75,000. This cost will be covered under the existing maximum obligation in the Agreement.

Funding is included in the DHS FY 2013-14 Final Budget and will be requested in the following fiscal year, as needed.

AIA

The total County maximum obligation is \$2.5 million for FY 2014-15, of which \$1.3 million will be funded by SB 612/1773 revenues. Funding will be requested in the DHS FY 2014-15 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HWLA

In May 2006, a Request for Proposals (RFP) process was conducted to select Public-Private Partnership (PPP) contractors, both Strategic and Traditional Partners, for PPP Primary Care, Dental Care and Specialty Care services. When setting up the current HWLA Health Care Initiative Program, the decision was made to build upon the existing PPP and Section 1115 Medi-Cal Hospital/Uninsured Care Demonstration Project HWLA agreements established in 2005. A condition of the current HWLA agreements was that all existing PPP (re-named to HWLA-Unmatched) providers participate in the HWLA-Matched Program.

On June 14, 2011, the Board approved the current HWLA Agreements with Community Partners covering HWLA-Matched and Unmatched Services (including the South Los Angeles Preservation Fund Program) for the HWLA Health Care Initiative Program to implement the Medicaid Coverage Expansion component of the Low Income Health Program, as part of the California 1115 Waiver. These agreements replaced the previous Public Private Partnership (PPP), HWLA, and SB 474 contracts.

On September 20, 2011, the Board delegated authority to DHS to execute amendments to existing HWLA-Matched agreements and to offer new HWLA-Matched agreements, to accommodate the transition of Ryan White Care Act program clients to HWLA. On January 10, 2012 and June 12, 2012, the Board delegated authority to DHS to amend existing agreements to implement administrative and programmatic changes in order to respond to the evolving needs of the HWLA-Matched and Unmatched Programs.

The HWLA Agreements may be terminated for convenience by the County upon 30 days prior written notice.

CCEP

On January 12, 2010, the Board approved agreements with new and existing CPs in order to implement the CCEP. Throughout the term, the agreements have been amended under delegated authority to extend infrastructure project completion dates, roll forward and reallocate unexpended service funds, and extend the term for primary care services in SPA 2.

The CCEP Agreements may be terminated for convenience by the County upon 30 days prior written notice.

HWLA KIDS

In 2012, L.A. Care elected to cease offering its Healthy Kids Program for children ages six to eighteen effective February 28, 2013. On March 12, 2013, the Board approved the pilot DHS program, HWLA Kids, to offer services through DHS and CP clinics, similar to the Healthy Kids program for those children ages 6-18, who lost L.A. Care coverage and thus became uninsured. The estimated costs for the CP clinics are \$172,000 for the four-month extension period of March 1, 2014 through June 30, 2014, and \$128,000 for the optional three-month extension period of July 1, 2014 through September 30, 2014, for a total of \$300,000 for the additional time period.

MCKESSON

The County has contracted with McKesson for a number of years for the provision of NAL services relating to member eligibility, health care, urgent care and emergency services to DHS patients covered by the former Community Health Plan and HWLA Matched Program. On March 12, 2013, the Board approved an amendment to include the provision of NAL services for the HWLA Kids program. The Agreement is slated to expire on December 31, 2013.

The NAL service is not a Proposition A agreement due to the fact that the service is provided on an intermittent and as-needed basis and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

The McKesson Agreement may be terminated for convenience by the County upon 90 days prior written notice.

AIA

DHS is responsible for processing payment to non-County physicians and providers who provide services under the PSIP, MPP, and HWLA/CCEP programs. These claims adjudication services have been provided under the agreement with AIA for several years. The current Agreement and Amendment No. 1 were approved by the Board on March 20, 2007, and March 25, 2008, respectively. Under delegated authority, DHS executed two subsequent amendments to increase the maximum obligation to support an increase in claims adjudication volume. Amendment No. 4 was approved by the Board on March 6, 2012, to extend the agreement term and increase the maximum obligation to meet the claims adjudication need for the PSIP and HWLA/CCEP programs. The AIA Agreement specifies a maximum obligation for claims adjudication services for each program and the costs are shared accordingly.

The AIA Agreement may be terminated for convenience by the County upon 30 days prior written notice.

The HWLA, CCEP, McKesson and AIA Agreements include all Board of Supervisors' required provisions.

County Counsel has approved the amendment formats as to form.

CONTRACTING PROCESS

These actions are to amend current HWLA, CCEP, and NAL Agreements with a term ending on

December 31, 2013, and the AIA Agreement with a term ending on June 30, 2014.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will help ensure that the HWLA-Unmatched Program, CCEP, and HWLA Kids patient population in Los Angeles County will continue to receive the medical services they need until a new program to include all eligible patients of covered ages can be implemented.

Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, slightly slanted style.

Mitchell H. Katz, M.D.

Director

MHK:pps

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT A

	HWLA-UNMATCHED CONTRACTOR NAME	CONTRACT NUMBER
1	ALL FOR HEALTH, HEALTH FOR ALL, INC.	H-704829
2	ALTAMED HEALTH SERVICES CORPORATION	H-704830
3	AMERICAN INDIAN HEALING CENTER, INC.	H-704831
4	ANTELOPE VALLEY COMMUNITY CLINIC	H-704832
5	ARROYO VISTA FAMILY HEALTH FOUNDATION	H-704833
6	ASIAN PACIFIC HEALTH CARE VENTURE, INC.	H-704834
7	BAART COMMUNITY HEALTHCARE	H-704835
8	BARTZ-ALTADONNA COMMUNITY HEALTH CENTER	H-704871
9	BIENVENIDOS CHILDREN'S CENTER, INC.	H-704836
10	CENTRAL CITY COMMUNITY HEALTH CENTER, INC.	H-704837
11	CENTRAL NEIGHBORHOOD HEALTH FOUNDATION	H-704838
12	CHILDREN'S DENTAL FOUNDATION	H-704839
13	CHINATOWN SERVICE CENTER	H-704840
14	CLINICA MSR. OSCAR A. ROMERO	H-704841
15	COMMUNITY HEALTH ALLIANCE OF PASADENA	H-704842
16	COMPREHENSIVE COMMUNITY HEALTH CENTER	H-704843
17	COMPTON CENTRAL HEALTH CLINIC, INC.	H-704844
18	DURFEE FAMILY CARE MEDICAL GROUP	H-704845
19	EAST VALLEY COMMUNITY HEALTH CENTER, INC.	H-704846
20	EL DORADO COMMUNITY SERVICE CENTER	H-704847
21	EL PROYECTO DEL BARRIO	H-704848
22	EMILE G. SHENOUDA, M.D., INC.	H-704849
23	FAMILY HEALTH CARE CENTERS OF GREATER LA, INC.	H-704850

ATTACHMENT A

	HWLA-UNMATCHED CONTRACTOR NAME	CONTRACT NUMBER
24	FAMILY MEDICINE, INC.	H-704863
25	GARFIELD HEALTH CENTER	H-704851
26	HARBOR FREE CLINIC	H-704852
27	JWCH INSTITUTE, INC.	H-704853
28	KOREAN HEALTH, EDUCATION, INFO & RESEARCH	H-704854
29	KORYO HEALTH FOUNDATION	H-704855
30	LOS ANGELES FREE CLINIC dba SABAN COMMUNITY CLINIC	H-704856
31	MISSION CITY COMMUNITY NETWORK, INC.	H-704857
32	NORTHEAST COMMUNITY CLINIC	H-704858
33	NORTHEAST VALLEY HEALTH CORPORATION	H-704859
34	PEDIATRIC AND FAMILY MEDICAL CENTER dba EISNER PEDIATRIC & FAMILY MEDICAL CENTER	H-704860
35	POMONA VALLEY HOSPITAL MEDICAL CENTER, INC.	H-704861
36	QUEENSCARE FAMILY CLINICS	H-704862
37	SAMUEL DIXON FAMILY HEALTH CENTER, INC.	H-704864
38	SOUTH ATLANTIC MEDICAL GROUP, INC.	H-704865
39	SOUTH BAY FAMILY HEALTHCARE CENTER	H-704866
40	SOUTH CENTRAL FAMILY HEALTH CENTER	H-704867
41	ST. JOHN'S WELL CHILD AND FAMILY CENTER, INC.	H-704868
42	T.H.E. CLINIC, INC.	H-704869
43	TARZANA TREATMENT CENTER, INC.	H-704870
44	THE CHILDREN'S CLINIC "SERVING CHILDREN AND THEIR FAMILIES"	H-704872
45	THE CHURCH OF OUR SAVIOUR	H-704873
46	UNIVERSAL HEALTH FOUNDATION	H-704874

ATTACHMENT A

	HWLA-UNMATCHED CONTRACTOR NAME	CONTRACT NUMBER
47	UNIVERSITY MUSLIM MED ASSOCIATION, INC.	H-704875
48	URDC HUMAN SERVICES CORPORATION	H-704876
49	VALLEY COMMUNITY CLINIC	H-704877
50	VENICE FAMILY CLINIC	H-704878
51	WATTS HEALTHCARE CORPORATION	H-704879
52	WESTSIDE FAMILY HEALTH CENTER	H-704880
53	WESTSIDE NEIGHBORHOOD CLINIC	H-704881
54	WILMINGTON COMMUNITY CLINIC	H-704882

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
CLINIC CAPACITY EXPANSION PROJECT (CCEP)
FY 2013-14
(\$ in Millions)**

AGENCY	SITE NAME	SPA	PRIMARY	SPECIALTY	TOTAL
ANTELOPE VALLEY COMMUNITY CLINIC	AVCC-LANCASTER	1	\$0.191	\$0.000	\$0.191
	AVCC-PALMDALE	1	0.125	-	0.125
	CARE-A-VAN	1	0.013	-	0.013
			0.330	-	0.330
ASIAN PACIFIC HEALTH CARE VENTURE, INC.	ROSEMEAD/SAN GABRIEL/EL MONTE COMMUNITY HEALTH CENTER (RSBEM)	3	0.217	-	0.217
			0.217	-	0.217
BAART COMMUNITY HEALTHCARE	LA PUENTE	3	0.113	-	0.113
	LYNWOOD	6	0.148	-	0.148
	SOUTHEAST	6	0.163	-	0.163
			0.423	-	0.423
BIENVENIDOS CHILDREN'S CENTER, INC.	LOS ANGELES	7	0.283	-	0.283
					-
					-
			0.283	-	0.283
CENTRAL CITY COMMUNITY HEALTH CENTER, INC.	CENTRAL CITY	6	0.166	-	0.166
					-
					-
			0.166	-	0.166
CENTRAL NEIGHBORHOOD HEALTH FOUNDATION	LOS ANGELES	6	0.153	0.046	0.200
					-
					-
			0.153	0.046	0.200
CHINATOWN SERVICE CENTER	LOS ANGELES	4	0.009	-	0.009
					-
					-
			0.009	-	0.009
COMMUNITY HEALTH ALLIANCE OF PASADENA	PASADENA	3	0.087	0.015	0.102
	DEL MAR	3	0.541	-	0.541
	LAKE	3	0.160	-	0.160
			0.788	0.015	0.803
COMPREHENSIVE COMMUNITY HEALTH CENTER	GLENDALE	2	0.136	-	0.136
	N HOLLYWOOD	2	0.108	-	0.108
					-
			0.244	-	0.244
EAST VALLEY COMMUNITY HEALTH CENTER, INC.	LA PUENTE	3	0.041	-	0.041
	POMONA	3	0.164	-	0.164
	WEST COVINA	3	0.182	-	0.182
			0.387	-	0.387
FAMILY HEALTH CARE CENTERS OF GREATER LOS ANGELES, INC.	BELL GARDENS	7	0.105	-	0.105
	HAWAIIAN GARDENS	7	0.054	-	0.054
	MONTEBELLO	7	0.093	-	0.093
	DOWNNEY FAMILY HEALTH CARE CENTER	7	0.096	-	0.096
			0.349	-	0.349
GARFIELD HEALTH CENTER	MONTEREY PARK	3	0.048	-	0.048
					-
					-
			0.048	-	0.048
HARBOR COMMUNITY CLINIC	SAN PEDRO	8	0.167	-	0.167
					-
					-
			0.167	-	0.167
HERALD CHRISTIAN HEALTH CENTER	SAN GABRIEL	3	0.033	-	0.033
					-
					-
			0.033	-	0.033

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
CLINIC CAPACITY EXPANSION PROJECT (CCEP)**

**FY 2013-14
(\$ in Millions)**

AGENCY	SITE NAME	SPA	PRIMARY	SPECIALTY	TOTAL
JWCH INSTITUTE, INC.	RITA D WALTERS LEARNING COMPLEX	6	0.059	-	0.059
	WOMEN HLTH CNTR	6	0.309	-	0.309
	BELL GARDENS	7	0.084	-	0.084
	BELL SHELTER	7	0.070	-	0.070
	NORWALK	7	0.243	-	0.243
			0.766	-	0.766
K. SIVACUMAR MEDICAL CENTER	LANCASTER	1	0.053	-	0.053
				-	-
			0.053	-	0.053
MISSION CITY COMMUNITY NETWORK, INC.	NORTH HILLS	2	0.581	-	0.581
	PACOIMA MIDDLE SCHOOL CLINIC	2	0.283	-	0.283
	POMONA	3	0.362	-	0.362
	CENTINELA MEDICAL BUILDING	8	0.129	-	0.129
			1.356	-	1.356
NORTHEAST COMMUNITY CLINIC	ELIZABETH HLTH CNTR	7	0.056	-	0.056
	GAGE MIDDLE SCHOOL HEALTH CENTER	7	0.069	-	0.069
	WILMINGTON	8	0.023	-	0.023
			0.148	-	0.148
NORTHEAST VALLEY HEALTH CORPORATION	HOMELESS HC/HOMELESS MOBIL	2	0.034	-	0.034
	SUN VALLEY	2	0.041	-	0.041
	VALENCIA	2	0.037	-	0.037
			0.112	-	0.112
PEDIATRIC & FAMILY MEDICAL CENTER dba EISNER PEDIATRIC & FAMILY MEDICAL CENTER	EISNER	4	0.060	-	0.060
				-	-
				-	-
			0.060	-	0.060
POMONA VALLEY HOSPITAL MEDICAL CENTER	HOLT	3	0.366	0.050	0.416
				-	-
				-	-
			0.366	0.050	0.416
QUEENSCARE FAMILY CLINICS	EASTSIDE	7	0.227	-	0.227
				-	-
				-	-
			0.227	-	0.227
SACRED HEART FAMILY MEDICAL CLINIC, INC.	PARAMOUNT	6	0.025	-	0.025
				-	-
				-	-
			0.025	-	0.025
SAMUEL DIXON FAMILY HEALTH CENTERS, INC.	CANYON COUNTY	2	0.026	-	0.026
				-	-
				-	-
			0.026	-	0.026
SOUTH BAY FAMILY HEALTHCARE CENTER	CARSON HIGH SCHOOL	8	0.322	-	0.322
	INGLEWOOD	8	0.172	-	0.172
				-	-
			0.495	-	0.495
SOUTH CENTRAL FAMILY HEALTH CENTER	SOUTH CENTRAL	6	0.175	-	0.175
				-	-
			0.175	-	0.175
ST. JOHN'S WELL CHILD AND FAMILY CENTER, INC.	BUNCHE MIDDLE SCHOOL	6	-	-	-
	COMPTON	6	0.027	-	0.027
	DOMINGUEZ HIGH SCHOOL	6	0.098	-	0.098
	DR KENNETH	6	0.119	-	0.119
	DR. LOUIS-HOOVER	6	0.015	-	0.015
	EAST COMPTON FAMILY	6	0.279	-	0.279
	ST JOHN HYDE PARK SCHOOL	6	0.000	-	0.000
	ST JOHN LA	6	0.093	-	0.093
	ST JOHN MANUAL ART	6	0.121	-	0.121
ST JOHN WASHINGTON HIGH SCHOOL	8	0.108	-	0.108	
			0.859	-	0.859

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
CLINIC CAPACITY EXPANSION PROJECT (CCEP)**

**FY 2013-14
(\$ in Millions)**

AGENCY	SITE NAME	SPA	PRIMARY	SPECIALTY	TOTAL
T.H.E. CLINIC, INC.	T.H.E.	6	0.092	-	0.092
	T.H.E. MOBILE	6	0.144	-	0.144
					-
			0.235	-	0.235
TARZANA TREATMENT CENTER, INC.	LANCASTER	1	0.219	-	0.219
	WEST VALLEY	2	0.124	-	0.124
					-
			0.344	-	0.344
THE CHILDREN'S CLINIC, "SERVING CHILDREN AND THEIR FAMILIES"	CESAR CHAVEZ ELEMENTARY SCHOOL	8	0.055	-	0.055
	MULTI-SRV CTR	8	0.036	-	0.036
	N L BEACH- HAMILTON MIDDLE SCHOOL	8	0.090	-	0.090
	THE VASEK POLAK CHILDREN'S CLINIC	8	0.052	-	0.052
	S. MARK TAPER CHILDREN'S CLINIC	8	0.126	-	0.126
			0.360	-	0.360
UNIVERSITY MUSLIM MEDICAL ASSOCIATION, INC	UMMA	6	-	-	-
					-
			-	-	-
URDC HUMAN SERVICES CORPORATION	MONROVIA	3	0.340	-	0.340
	PASADENA	3	0.475	-	0.475
					-
			0.814	-	0.814
VALLEY COMMUNITY CLINIC	HOLLYWOOD	2	0.228	0.028	0.256
					-
			0.228	0.028	0.256
WATTS HEALTHCARE CORPORATION	WATTS - HLTH CNTR	6	0.161	-	0.161
	WATTS - JORDAN HIGH SCHOOL	6	0.048	-	0.048
	WATTS - LOCKE HIGH SCHOOL	6	0.048	-	0.048
			0.257	-	0.257
WESTSIDE NEIGHBORHOOD CLINIC	LONG BEACH	8	0.056	-	0.056
					-
			0.056	-	0.056
WILMINGTON COMMUNITY CLINIC	MARY HENRY	8	0.041	-	0.041
	WILMINGTON	8	0.028	-	0.028
					-
			0.069	-	0.069
TOTAL			\$10.626	\$0.139	\$10.765

FY 2013-14 SBR Request
Variance

\$10.765

-

	PRIMARY	SPECIALTY	TOTAL
SPA 1	0.602	-	0.602
SPA 2	1.598	0.028	1.627
SPA 3	3.129	0.065	3.193
SPA 4	0.068	-	0.068
SPA 5	-	-	-
SPA 6	2.441	0.046	2.487
SPA 7	1.381	-	1.381
SPA 8	1.406	-	1.406
Total	10.626	0.139	10.765

Contract # H-_____ - _

HEALTHY WAY LA HEALTH CARE INITIATIVE

AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this _____ day
of _____, 201_,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor" or "Community
Partner").

WHEREAS, reference is made to that certain document entitled "HEALTHY WAY LA HEALTH CARE INITIATIVE", dated June 14, 2011, and any amendments thereto, all further identified as Agreement No. H-_____ (all hereafter "Agreement"), and

WHEREAS, the State of California will implement Medicaid expansion under the federal Patient Protection and Affordable Care Act and, as a consequence, Los Angeles County patients currently receiving services under the County's Low Income Health Program known as the HWLA-Matched Program will automatically transition to the newly expanded Medi-Cal program on January 1, 2014, and

WHEREAS, as a result of the transition of HWLA-Matched Program patients to Medi-Cal on January 1, 2014, effective as of midnight of December 31, 2013, Community Partner shall cease to schedule and provide billable patient services under the HWLA-Matched Program, and

WHEREAS, after December 31, 2013, Community Partner shall continue to be able to submit claims for adjudication for any HWLA-Matched Program services that were performed up to midnight on December 31, 2013, and

WHEREAS, such claims submitted for billable HWLA-Matched Program services shall be submitted by Community Partner for adjudication no later than February 15, 2014, and all corrected or appealed claiming must be submitted to County's claims adjudicator no later than March 15, 2014, and

WHEREAS, the County will continue to provide HWLA-Unmatched Program services for eligible uninsured County patients, and

WHEREAS, County and Community Partner wish to modify the Agreement to allow Community Partner to request up to a total of two (2) funding transfers during Fiscal Year 2013-14 only, and change the name of a funding source identified in the Agreement, and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of the Agreement, scheduled to expire on December 31, 2013, for an additional six (6) months through June 30, 2014, with the option for one (1) additional three(3)-month extension period through September 30, 2014, specifically to allow for the adjudication of claims for the HWLA-Matched Program services performed up to midnight on December 31, 2013, and to continue the HWLA-Unmatched Program services, under the same terms and conditions, and make the changes described hereinafter; and

WHEREAS, the Agreement provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective _____, 201__.

2. Agreement Paragraph 1, TERM OF AGREEMENT, shall be replaced in its entirety with the following:

"1. TERM OF AGREEMENT:

A. This Agreement shall be effective July 1, 2011, through June 30, 2014. The Agreement may be extended for one (1) additional three (3)-month period through September 30, 2014, at the discretion of the Director. The Agreement may be terminated earlier than September 30, 2014 to coincide with the County's launch of a restructured health program to provide services to eligible uninsured Los Angeles County residents should it occur before this date. Community Partner shall be compensated according to the payment provisions and rate(s) specified in this Agreement.

B. Effective January 1, 2014, Community Partner shall cease to schedule and/or provide billable patient services under the HWLA-Matched Program. All other provisions related to the HWLA-Unmatched Program in effect on December 31, 2013, shall remain in full force and effect throughout the term of the Agreement."

3. Agreement Exhibit C-1.B, FUNDING, BILLING AND PAYMENT, UNMATCHED PROGRAM, ALL COMMUNITY PARTNERS, Paragraph 1, FISCAL YEAR MAXIMUM OBLIGATION, sub-paragraphs E and F shall be deleted and replaced as follows:

"1. FISCAL YEAR MAXIMUM OBLIGATION:

E. County's reimbursement to Community Partner for July 1, 2013, through June 30, 2014, shall not exceed _____ Dollars

(\$_____) in total. That portion of the Total Unmatched Program Maximum Obligation shall be _____ Dollars (\$_____) for the provision of Primary Care Services (Exhibit A-1 or A-2, as applicable); and _____ Dollars (\$_____) for the provision of Specialty Care Services (Exhibit A-3); and _____ Dollars (\$_____) for the provision of Dental Care Services (Exhibit A-4). In the event of under or over-performance of services, County shall have the discretion to adjust Community Partner's funding pursuant to Paragraph 2D of this Agreement.

Community Partner's Total Unmatched Program Maximum Obligation shall be allocated across all Service Planning Areas (SPAs) in which Community Partner provides services as set forth in Attachment I, HWLA Health Care Initiative Allocation, attached hereto and incorporated herein by this reference.

F. County's maximum obligation to Community Partner for the period of July 1, 2013, through June 30, 2014, shall not exceed _____ Dollars (\$_____) for the provision of primary care services under this Agreement for the Preservation Fund Program. This allocation may not be redirected to any other service(s) provided under this Agreement."

4. Agreement Exhibit C-1.B, FUNDING, BILLING AND PAYMENT, UNMATCHED PROGRAM, ALL COMMUNITY PARTNERS, Paragraph 1, FISCAL YEAR MAXIMUM OBLIGATION, sub-paragraphs G and H shall be added as follows:

"G. The total funding allocation amount for the optional three (3)-month extension period of July 1, 2014, through September 30, 2014, shall

be one-fourth (1/4th) of the Total Annual Unmatched Program Maximum Obligation, and the funding amount for each service category provided by Community Partner shall be one-fourth (1/4th) of its annual allocation amount, as set forth above.

Community Partner's Total Unmatched Program Maximum Obligation shall be allocated across all Service Planning Areas (SPAs) in which Community Partner provides services as set forth in Attachment I, HWLA Health Care Initiative Allocation, attached hereto and incorporated herein by this reference.

H. The total funding allocation amount for the optional three (3)-month extension period of July 1, 2014, through September 30, 2014, shall be one-fourth (1/4th) of the Total Annual Unmatched Program Maximum Obligation for the provision of primary care services under this Agreement for the Preservation Fund Program. This allocation may not be redirected to any other service(s) provided under this Agreement.”

5. Agreement Exhibit C-1.B, FUNDING, BILLING AND PAYMENT, UNMATCHED PROGRAM, ALL COMMUNITY PARTNERS, Paragraph 2, FUNDING ADJUSTMENTS, sub-paragraph C, Transfer of Funds, sub-subparagraph 1, Funding Transfers Within a SPA, first paragraph, shall be revised as follows:

“2. FUNDING ADJUSTMENTS:

C. Transfer of Funds:

1. Funding Transfers Within a SPA: Once during each Fiscal Year that this Agreement is in effect, Community Partner may,

upon written request to and written approval from County, transfer funds between its specialty and primary care service categories within the same SPA. For Fiscal Year 2013-14 only, Community Partner shall be allowed to request up to a total of two (2) funding transfers during the Fiscal Year. Community Partner shall submit to Director a written request for any such transfer of funds. Within thirty (30) business days of receipt of complete and accurate documents, Director shall notify Community Partner whether the transfer of funds has been approved and, if approved, the effective date of such transfer. Such transfers will not be carried to the next Fiscal Year Maximum Obligation.”

6. Agreement Exhibit C-1.B, FUNDING, BILLING AND PAYMENT, UNMATCHED PROGRAM, ALL COMMUNITY PARTNERS, Paragraph 2, FUNDING ADJUSTMENTS, sub-paragraph C, Transfer of Funds, sub-subparagraph 2, Other Funding Transfers, first two (2) paragraphs, shall be revised as follows:

“2. FUNDING ADJUSTMENTS:

C. Transfer of Funds:

2. Other Funding Transfers: This subparagraph 2 shall apply to funding transfers: (a) between SPAs and within the same service category and (b) between SPAs and between Community Partner’s primary and specialty care service categories.

Community Partner shall be permitted to request, in writing, a one-time only funding transfer as set forth in this subparagraph once

in each Fiscal Year that this Agreement is in effect. For Fiscal Year 2013-14 only, Community Partner shall be allowed to request up to a total of two (2) funding transfers during the Fiscal Year. Director, at his/her sole discretion, and upon written request from Community Partner, permit or prohibit any such transfer of funds. Director shall consider the geographic proximity of the service sites impacted by the proposed transfer, the amount of funding requested for the transfer, which amount is not to exceed ten percent (10%) of the Total Unmatched Program Maximum Obligation for each Fiscal Year, whether Community Partner's request demonstrates a compelling justification and whether that justification fits with the larger goal of the Unmatched Program to meet the needs of underserved patients. County shall issue a PIN setting forth further information on this transfer process."

7. Agreement "EXHIBIT C-1.B-ATTACHMENT I.A, HEALTHY WAY LA HEALTH CARE INITIATIVE ALLOCATION" shall be replaced in its entirety with "EXHIBIT C-1.B-ATTACHMENT I.B HEALTHY WAY LA HEALTH CARE INITIATIVE ALLOCATION", attached hereto and incorporated herein by reference.

8. All Agreement references to "EXHIBIT C-1.B-ATTACHMENT I.A, HEALTHY WAY LA HEALTH CARE INITIATIVE ALLOCATION" shall now be understood to reference "EXHIBIT C-1.B-ATTACHMENT I.B, HEALTHY WAY LA HEALTH CARE INITIATIVE ALLOCATION".

9. Claims Submission for HWLA-Matched Program Services. During the period January 1, 2014, through June 30, 2014, the following revised deadlines for submission of HWLA-Matched Program service claims for adjudication shall apply and replace the deadlines currently specified in Agreement Exhibit C-2.A and Exhibit C-3.A. Claims for billable HWLA-Matched Program services provided up to midnight on December 31, 2013, shall be submitted by Community Partner for adjudication no later than February 15, 2014. In the event that Community Partner must submit corrected claims, or in the event that Community Partner wishes to appeal a denied claim, all corrected or appealed claiming must be submitted to County's claims adjudicator no later than March 15, 2014. Failure to adhere to this timeframe shall result in the denial of the claim(s).

10. Claims Submission for HWLA-Unmatched Program and Preservation Fund Services. During the period January 1, 2014, through June 30, 2014, and the optional extension period of July 1, 2014, through September 30, 2014, the timeframe for submission of HWLA-Unmatched Program and Preservation Fund service claims for adjudication shall be as follows. Claims for billable HWLA-Unmatched Program and Preservation Fund services shall be submitted by Community Partner for adjudication no later than forty-five (45) days after the termination date of the Agreement. In the event that Community Partner must submit corrected claims, or in the event that Community Partner wishes to appeal a denied claim, all corrected or appealed claiming must be submitted to County's claims adjudicator no later than seventy-five (75) days after the termination date of the Agreement. Failure to adhere to this timeframe shall result in the denial of the claim(s).

11. Effective _____, the term "South Los Angeles Preservation Fund" shall be replaced by the term "South Los Angeles Urgent Care Services Program" anywhere it appears in the Agreement.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
John Krattli, County Counsel

Contract # H- _____ - _

**CLINIC CAPACITY EXPANSION PROJECT AGREEMENT
INFRASTRUCTURE PROJECT(S) AND HEALTH CARE SERVICES**

AMENDMENT NO. _

THIS AMENDMENT is made and entered into this _____ day
of _____, 201_,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "CLINIC CAPACITY EXPANSION PROJECT AGREEMENT, INFRASTRUCTURE PROJECT(S) AND HEALTH CARE SERVICES", dated January 12, 2010, and any amendments thereto, all further identified as Agreement No. H-_____ (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of Agreement , scheduled to expire December 31, 2013, for an additional six (6) months through June 30, 2014, under the same terms and conditions, at no additional cost, and make the changes described hereinafter; and

WHEREAS, the Agreement provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective _____, 201_.

2. Agreement Paragraph 1, TERM OF AGREEMENT, shall be replaced in its entirety with the following:

"1. TERM OF AGREEMENT: This Agreement shall be effective upon its approval by the County's Board of Supervisors ("Board") and shall continue in full force and effect to and including June 30, 2014 unless terminated sooner in accordance with the termination provision herein.

Notwithstanding the foregoing, and as to recipients of funds for infrastructure projects only, Contractor shall continue to provide health care services hereunder to Eligible CCEP patients five (5) additional years beyond the effective end date of this Agreement at no additional cost to County. This requirement shall be implemented by the parties by a formal negotiated amendment to this Agreement and such amendment shall address the continuing rights and responsibilities of the parties. Negotiations shall begin at least one hundred twenty (120) days prior to the anticipated effective date of the anticipated end date of this Agreement.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

3. Agreement Paragraph 2, PRIMARY CARE SERVICES MAXIMUM OBLIGATION, shall be replaced in its entirety with the following:

"2. PRIMARY CARE SERVICES MAXIMUM OBLIGATION: The total maximum obligation for primary care services, as set forth in Exhibits __ and __, attached hereto and incorporated herein by this reference, shall not exceed

_____ Dollars (\$_____) for the period date of Board approval through June 30, 2014, as follows:

A. For the period date of Board approval through June 30, 2010, the total maximum obligation for primary care services shall not exceed _____ Dollars (\$_____);

B. For the period July 1, 2010, through June 30, 2011, the total maximum obligation for primary care services shall not exceed _____ Dollars (\$_____).

C. For the period July 1, 2011, through June 30, 2012, the total maximum obligation for primary care services shall not exceed _____ Dollars (\$_____).

D. For the period July 1, 2012, through June 30, 2013, the total maximum obligation for primary care services shall not exceed _____ Dollars (\$_____).

E. For the period July 1, 2013 through June 30, 2014, the total maximum obligation for primary care services shall not exceed _____ Dollars (\$_____).

If County determines that Contractor did not expend its funding for the period date of Board approval through June 30, 2013, County may, in its sole discretion, roll those unexpended funds into Contractor's budget for the period July 1, 2010, through June 30, 2011 and/or July 1, 2011 through June 30, 2012 and/or July 1, 2012 through June 30, 2013 and/or July 1, 2013 through June 30, 2014. Any "roll over" of unexpended funds pursuant to this Paragraph 2 shall be done administratively and shall (1) require that the Director inform the County Board of Supervisors and the Chief Executive Office of the funding adjustment prior to such

adjustment being implemented; and (2) shall take the form of an amendment approved by County Counsel and the Chief Executive Office, executed by the Director and the Contractor.

Contractor shall use funds provided pursuant to this Agreement to expand and enhance its primary care services. Accordingly, Contractor shall not use any of the funds provided pursuant to this Agreement to supplant existing funding from any source, including funding provided by the County pursuant to any other program of any nature whatsoever. Contractor's failure to comply with this requirement shall constitute a material breach of this Agreement. In addition to all other rights and remedies afforded to County pursuant to this Agreement and law, Contractor shall forfeit all funds paid by County to Contractor for the provision of primary care services pursuant to this Agreement. Such funds shall be repaid to County immediately upon County's demand for repayment."

4. Agreement Paragraph 3, SPECIALTY CARE SERVICES MAXIMUM OBLIGATION, shall be replaced in its entirety with the following:

"3. SPECIALTY CARE SERVICES MAXIMUM OBLIGATION: The total maximum obligation for specialty care services, as set forth in Exhibits _ and _, attached hereto and incorporated herein by this reference, shall not exceed _____ Dollars (\$_____) for the period date of Board approval through June 30, 2014, as follows:

A. For the period date of Board approval through June 30, 2010, the total maximum obligation for specialty care services shall not exceed _____ Dollars (\$_____);

B. For the period July 1, 2010, through June 30, 2011, the total maximum obligation for specialty care services shall not exceed _____ Dollars (\$_____).

C. For the period July 1, 2011, through June 30, 2012, the total maximum obligation for specialty care services shall not exceed _____ Dollars (\$_____).

D. For the period July 1, 2012, through June 30, 2013, the total maximum obligation for specialty care services shall not exceed _____ Dollars (\$_____).

E. For the period July 1, 2013 through June 30, 2014, the total maximum obligation for specialty care services shall not exceed _____ Dollars (\$_____).

If County determines that Contractor did not expend its funding for the period date of Board approval through June 30, 2013, County may, in its sole discretion, roll those unexpended funds into Contractor's budget for the period July 1, 2010, through June 30, 2011 and/or July 1, 2011 through June 30, 2012 and/or July 1, 2012 through June 30, 2013 and/or July 1, 2013 through June 30, 2014. Any "roll over" of unexpended funds pursuant to this Paragraph 2 shall be done administratively and shall (1) require that the Director inform the County Board of Supervisors and the Chief Executive Office of the funding adjustment prior to such adjustment being implemented; and (2) shall take the form of an amendment approved by County Counsel and the Chief Executive Office, executed by the Director and the Contractor.

Contractor shall use funds provided pursuant to this Agreement to expand and enhance its specialty care services. Accordingly, Contractor shall not use any of the funds provided pursuant to this Agreement to supplant existing funding from any source, including funding provided by the County pursuant to any other program of any nature whatsoever. Contractor's failure to comply with this requirement shall constitute a material breach of this Agreement. In addition to all other rights and remedies afforded to County pursuant to this Agreement and law, Contractor shall forfeit all funds paid by County to Contractor for the provision of specialty care services pursuant to this Agreement. Such funds shall be repaid to County immediately upon County's demand for repayment.”

5. Agreement Paragraph 12, BILLING AND PAYMENT FOR PRIMARY AND/OR SPECIALTY CARE SERVICES, shall be revised as follows:

“12. BILLING AND PAYMENT FOR PRIMARY AND/OR SPECIALTY CARE SERVICES: Contractor shall bill County in arrears in accordance with the terms, conditions, and rates set forth in Exhibits __, __, and __. Contractor shall use its own provider number in billing third-party payors.

Claims for billable services shall be submitted for adjudication no later than forty-five (45) days after the termination date of the Agreement. In the event that Contractor must submit corrected claims, or in the event that Contractor wishes to appeal a denied claim, all corrected or appealed claiming must be submitted to County's claims adjudicator no later than seventy-five (75) days after the termination date of the Agreement. Failure to adhere to this timeframe shall result in the denial of the claim(s).”

6. All Agreement references to the Agreement Expiration date shall be understood to be "June 30, 2014".

7. Agreement "EXHIBIT A - ATTACHMENT II._, WORKPLAN/STATEMENT OF WORK, PRIMARY CARE SERVICES, JULY 1, 2013 – DECEMBER 31, 2013", shall be deleted in its entirety and replaced with "EXHIBIT A - ATTACHMENT II._, WORKPLAN/ STATEMENT OF WORK, JULY 1, 2013 – JUNE 30, 2014", attached hereto and incorporated in the Agreement by reference.

8. All Agreement references to "EXHIBIT A - ATTACHMENT II._, WORKPLAN/STATEMENT OF WORK, PRIMARY CARE SERVICES, JULY 1, 2013- DECEMBER 31, 2013", shall be understood to reference and include "EXHIBIT A- ATTACHMENT II._, WORKPLAN/STATEMENT OF WORK, PRIMARY CARE SERVICES, JULY 1, 2013-JUNE 30, 2014".

9. Agreement "EXHIBIT C - ATTACHMENT III._, WORKPLAN/STATEMENT OF WORK, SPECIALTY CARE SERVICES, JULY 1, 2013 – DECEMBER 31, 2013", shall be deleted in its entirety and replaced with "EXHIBIT C - ATTACHMENT III._, WORKPLAN/ STATEMENT OF WORK, JULY 1, 2013 – JUNE 30, 2014", attached hereto and incorporated in the Agreement by reference.

10. All Agreement references to "EXHIBIT C - ATTACHMENT III._, WORKPLAN/STATEMENT OF WORK, SPECIALTY CARE SERVICES, JULY 1, 2013- DECEMBER 31, 2013", shall be understood to reference and include "EXHIBIT A- ATTACHMENT III._, WORKPLAN/STATEMENT OF WORK, SPECIALTY CARE SERVICES, JULY 1, 2013-JUNE 30, 2014".

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
John Krattli, County Counsel

NURSE ADVICE LINE AND DISEASE/CARE MANAGEMENT
SERVICES AGREEMENT

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this _____, day of _____ 2013,

by and between COUNTY OF LOS ANGELES
(hereafter "County")

and MCKESSON HEALTH SOLUTIONS LLC
(hereafter "Contractor")

11000 Westmoor Circle, Suite 125
Westminster, CO 80021

WHEREAS, reference is made to that certain document entitled "NURSE ADVICE LINE AND DISEASE/CARE MANAGEMENT SERVICES AGREEMENT", dated November 27, 2007, and any amendments thereto, all further identified as Agreement No. H-703016 (hereafter "Agreement"); and

WHEREAS, on March 12, 2013, the Board of Supervisor's (Board) authorized the Director of Health Services (Director), or his designee, to implement a pilot health care initiative (called Healthy Way LA [HWLA] Kids) to expand the provision of Nurse Advice Line (NAL) Services to HWLA Kids, at existing contract reimbursement rates, terms and conditions; and

WHEREAS, it is the intent of the parties to amend the Agreement to extend the term of the Agreement, scheduled to expire on December 31, 2013, for an additional six (6) months through June 30, 2014, with the option for an additional three (3)-month extension period through September 30, 2014, to continue access to NAL for HWLA Kids; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment; and which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution by the parties on the date identified at the top of page 1 of this Amendment.
2. Agreement Paragraph 1, of the Agreement Term Subparagraph A, shall be deleted in its entirety and replaced as follows:

“1. TERM:

A. This Agreement shall be effective upon date of approval by the County Board of Supervisors (Board), and shall continue unless sooner terminated or canceled, in whole or in part, as provided in this Agreement in full force and effect to and including June 30, 2014. This Agreement may be extended for an additional three (3)-month period through September 30, 2014, at the discretion of the Director.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

C. The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in the Agreement Paragraph 15, NOTICES.”

3. Agreement Paragraph 17, Contractor’s Obligation As A Business Associate under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and clinical Health Act (Business Associate Agreement) and all respective subparagraphs, shall be deleted in its entirety and replaced as follows:

“17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit E-1 in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit E-1, Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4. Agreement, Exhibit E, Obligations under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and clinical Health Act (Business Associate) is deleted and replaced in its entirety by Exhibit E-1, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILILTY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”) attached hereto and incorporated herein by reference. All references to Exhibit E in the Agreement shall hereafter be replaced by Exhibit E-1.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

_____ MCKESSON HEALTH SOLUTIONS LLC
Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

CLAIMS ADJUDICATION SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 201_,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

AMERICAN INSURANCE ADMINISTRATORS
("AIA"), A SUBSIDIARY OF MANAGEMENT
APPLIED PROGRAMMING, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitle "CLAIMS ADJUDICATION SERVICES AGREEMENT", dated May 20, 2007, and any amendments thereto, all further identified as Agreement No. H-702685 (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term through June 30, 2015, and increase the maximum obligation accordingly to support the continued provision of claims adjudication services for the Indigent Program (PSIP), MetroCare Physician Program (MPP), and Healthy Way Los Angeles (HWLA)/Clinic Capacity Expansion Project (CCEP) programs; and

WHEREAS, the Agreement provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective _____.

2. Agreement Paragraph 1, TERM OF AGREEMENT, shall be replaced it in its entirety as follow:

"1. TERM OF AGREEMENT: This Agreement shall be effective April 1, 2007 and shall continue in full force and effect through June 30, 2015."

3. Agreement Paragraph 5, MAXIMUM OBLIGATION, sub-paragraph I shall be replaced in its entirety as follows:

"5. MAXIMUM OBLIGATION:

I. During the period of July 1, 2014, through June 30, 2015, the maximum obligation for all Claims Processing Program services (PSIP, MPP, and HWLA/CCEP) provided under this Agreement shall not exceed _____ Dollars (\$_____).

(1) That portion of the maximum obligation designated for PSIP and MPP Claims Adjudication Services shall not exceed _____ Dollars (\$_____) and will be partially offset by any available State allocated SB 612/1773 EMS Maddy funds.

(2) That portion of the maximum obligation designated for HWLA/CCEP Program Claims Adjudication Services shall not exceed _____ Dollars (\$_____) and will be offset by _____ Dollars (\$_____) in California Department of Health Services (CDHS) Coverage Initiative funds and _____ Dollars (\$_____) in net County cost."

4. Agreement Paragraph 5, MAXIMUM OBLIGATION, sub-paragraph J shall be added to the Agreement as follows:

"5. MAXIMUM OBLIGATION:

J. For all Claims Processing Program services (PSIP, MPP, and ACN) effective April 1, 2012, in the event sufficient monies are available from Federal, State, or County funding sources, and County requires additional services, and in the event that County requires additional work from Contractor, which work shall include an unanticipated increase in the volume of claims adjudication activities, the Director, or his authorized designee may increase the applicable designated County maximum obligation for PSIP, MPP AND ACN Program Claims Adjudication services by an amount not to exceed ten percent (10%) of each year's maximum obligation for this service. Any such change in the designated County maximum obligation shall apply only to the provision of future services, shall not be retroactive and shall be effected by an amendment to this Agreement approved by the Chief Executive Office and County Counsel and executed by Contractor and Director or his authorized designee."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

AMERICAN INSURANCE ADMINISTRATORS
("AIA"), A SUBSIDIARY OF MANAGEMENT
APPLIED PROGRAMMING, INC.

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
John Krattli, Acting County Counsel