



# Contract Cover Sheet

Contract Administration

## Section 1 - To be completed by Provider Services/Contracting ONLY

☐ New Provider

☒ Existing Provider

DEC 20 2012

☐ New Contract ☒ Amendment ☐ Other

Contract Entity: St. Mary Medical Center - Apple Valley

Effective Date of Contract: MHC 09/01/2012

TAX ID: 951914489

Sent Date: 8/8/2012  
(If hand delivered enter delivery date)

Received Date: 11/26/2012  
(returned for countersignature)

County: ☐ Los Angeles ☒ Inland Empire ☐ Sacramento ☐ San Diego

Contract Type: ☐ Group/IPA ☐ PCP ☒ Hospital ☐ Ancillary ☐ Specialist

For Group/IPA or PCP: Click to Select Tier Enrollment Level

Contract Negotiator:

☐ Adriana Cuellar ☒ Barbara Johnson ☐ Dolores Olague-Swanson ☐ Jessica Frausto ☐ John Arce-Ignacio

☒ Lanette Cody ☐ Linda Baez ☒ Milaine Isaac ☐ Sabra Matovsky ☐ Shonda Bethany ☐ Other

### Product Lines & Rates

<input type="checkbox"/> MEDI-CAL	<input type="checkbox"/> HEALTHY FAMILIES	<input type="checkbox"/> MMO	<input type="checkbox"/> MMO PLUS
<input type="checkbox"/> PMPM	<input type="checkbox"/> PMPM	<input type="checkbox"/> PMPM	<input type="checkbox"/> PMPM
***Adding CFAD LOB & New Attachment H- No Rate Change***			
<input type="checkbox"/> % Medicare FFS	<input type="checkbox"/> % Medicare FFS	<input type="checkbox"/> % Medicare FFS	<input type="checkbox"/> % Medicare FFS
*Default Comp.: <input type="checkbox"/> CUSTOM (refer to contract)	*Default Comp.: <input type="checkbox"/> CUSTOM (refer to contract)	*Default Comp.: <input type="checkbox"/> CUSTOM (refer to contract)	*Default Comp.: <input type="checkbox"/> CUSTOM (refer to contract)

Rate Change: ☐ YES ☒ NO If yes, overall increase: \_\_\_\_\_ % Configuration Required: ☐ YES ☒ NO

Is Contract/Amendment for all Products: ☐ YES ☒ NO If no, provide explanation: CFAD Medicare Amendment

Has the MHC Contract/Amendment template been modified: ☐ YES ☒ NO If yes, attach redline version indicating all changes

☒ Contract Proofing Checklist fully completed and attached

(N/A for Settlements/Amendments that do not require both parties signature)

Provider Services & Contracting Sign/Off:

Contract Negotiator or Manager: [Signature]

Contracting Director: [Signature]

## SECTION 2 - To be completed by Contract Administration ONLY

CATS Tracking Number:

Contract sent to Molina signatory for countersignature:

Contract received fully executed:

CCRF sent to MHC BA department (if applicable):

CCRF completed/closed (if applicable):

PIM Notified (if applicable):

PIM Update Completed and returned to Contract Admin (if applicable):

BA returned CCRF back to Contract Admin (if applicable):

Update appropriate Master List (IPA, Primary Care, Specialty, Hospital, Ancillary):

Return one contract back to Provider with welcome letter:

Contract Uploaded to CAD SharePoint:

Contract Uploaded to Emptoris:

Emptoris Contract ID:

#13734

<input checked="" type="checkbox"/> YES, Date:	<u>12/24/12</u>
<input type="checkbox"/> YES, Date:	<u>12.31.12</u>
<input type="checkbox"/> YES, Date:	<u>N/A</u>
<input type="checkbox"/> YES, Date:	<u>N/A</u>
<input type="checkbox"/> YES, Date:	<u>N/A</u>
<input type="checkbox"/> YES, Date:	<u>N/A</u>
<input type="checkbox"/> YES, Date:	<u>N/A</u>
<input checked="" type="checkbox"/> YES, Date:	<u>1.14.13</u>
<input checked="" type="checkbox"/> YES, Date:	<u>1.9.13</u>
<input checked="" type="checkbox"/> YES, Upload Date:	<u>1.14.13</u>
<input checked="" type="checkbox"/> YES, Upload Date:	<u>1.16.13</u>

Cover Sheet Reviewed By: [Signature]

Contract Administration Manager: [Signature]

Notes:

12/21/12

12/24/12

## Contract Proofing Checklist

**CONTRACT**

**ENTITY:** St. Mary Medical Center – Apple Valley **EFFECTIVE DATE:** 09/01/2012  
**TAX ID:** 951914489

**CONTRACT TYPE:**   ☐ IPA        ☐ PCP        ☒ Hospital        ☐ Specialty        ☐ Ancillary

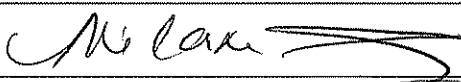

*For New Agreements/ Model K's – All verifications are required (1-18) unless noted otherwise.*

*For Amendments – Items 1-10 are required unless noted otherwise.*

*For all other documents, refer to Contract Proofing Checklist - Verification Reference Sheet for listing of required verifications by document type.*

#	QA 1 ✓	QA 2 ✓	VERIFICATIONS
			QA1 Performed By Provider Services & Contracting   QA2 Performed By Contract Administration
1	✓	<input checked="" type="checkbox"/>	Non-Emptoris Contract and/or Non Standard Provisions: <input type="checkbox"/> YES-approval documentation attached <input type="checkbox"/> NO
2	✓	<input checked="" type="checkbox"/>	Minimum of one complete set of original agreements/amendments are signed by provider.
3	✓	<input checked="" type="checkbox"/>	No unauthorized changes to contract language entered by provider, e.g., strike-out, white-out, other annotations.
4	✓	<input checked="" type="checkbox"/>	Contract Cover Sheet attached. And, if applicable: Product Lines and Rates information matches w/contract.
5	✓	<input checked="" type="checkbox"/>	Attached a copy of the cover letter sent with proposed agreement to provider, and any other key correspondence for contract file as provided by Provider Contracting & Services.
6	N/A	<input type="checkbox"/>	Non Standard Compensation negotiated: YES-approval documentation attached <input type="checkbox"/> NO (N/A for amendments that do not contain compensation section).
7	✓	<input checked="" type="checkbox"/>	BA approved draft review of contract: <input type="checkbox"/> YES-approval documentation attached <input type="checkbox"/> NO (N/A for unilateral amendments).
8	N/A	<input type="checkbox"/>	Product/Programs and Compensation Schedule are consistent - rates have been negotiated for all designated lines of business, and vice versa. (N/A for amendments that do not contain this section).
9	N/A	<input type="checkbox"/>	All pages of Compensation Schedule are initialed (N/A for amendments that do not contain this section).
10	N/A	<input type="checkbox"/>	Disclosure Form is fully completed and signed. (N/A for amendments that do not contain this section).
11	N/A	<input type="checkbox"/>	Negotiated product line(s) is consistent with provider type and/or physician practice restrictions. (N/A for amendments that do not contain Product Lines section).
12	N/A	<input type="checkbox"/>	Provider Identification Sheet is fully completed and signed.
13	N/A	<input type="checkbox"/>	Certificate of Ownership is fully completed and signed.
14	N/A	<input type="checkbox"/>	W-9 attached / Legal Entity Name is the same on W-9, Agreement, and Cover Sheet & Proofing Checklist.
15	N/A	<input type="checkbox"/>	CPPA/HDO Application(s) submitted to Credentialing Dept (if applicable): Date submitted: _____ # of apps: _____
16	N/A	<input type="checkbox"/>	Provider Data Form (PDF) and/or Group Roster attached (New Agreements - PCP & Specialists).
17	N/A	<input type="checkbox"/>	Hospital/facility privileges consistent with contracted network of hospitals/facilities (New Agreements- PCP & Specialists).
18	N/A	<input type="checkbox"/>	Hospital privileges consistent with PDF and credentialing form (New Agreements-Direct PCP & Specialists).
19	N/A	<input type="checkbox"/>	Due Diligence IPA Pre-contractual Application complete and submitted to Provider Compliance Department (IPA only). Date submitted: _____

*All required verifications performed as indicated above.*

<b>QA 1 – Contract Negotiator or Manager</b> (Signature and date):	 <u>12/4/2012</u>
<b>QA 2 – Contract Administration</b> (Signature and date):	 <u>12/21/12</u>

*FOR CONTRACT ADMINISTRATION USE ONLY (for rejection only)	
<input type="checkbox"/> QA REJECTION By: _____	Date: _____
Rejection Reason: _____	
Approved By Contract Administration Manager: _____	

**AMENDMENT TO  
MOLINA HEALTHCARE OF CALIFORNIA  
PROVIDER AND/OR HOSPITAL SERVICES AGREEMENT(S)**

This Amendment to Provider and/or Hospital Services Agreement(s) (the "Amendment") is made and entered into by and between Molina Healthcare of California, a California Corporation ("Health Plan") and **St Mary Medical Center - Apple Valley** ("Provider"), effective September 1, 2012 ("Effective Date"), with respect to the following facts:

- A. The parties have previously entered into that certain Provider and/or Hospital Services Agreement(s) (the "Agreement(s)").
- B. Capitalized terms utilized in this Amendment will have the same meanings ascribed to such terms in the Agreement(s).

NOW, THEREFORE, in consideration of the promises, covenants and warranties stated herein, both parties agree as follows:

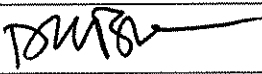
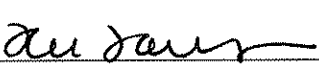
- 1. Attachment C (Products/Programs) of the Agreement(s), or other correct corresponding exhibit/section/attachment as applicable, is hereby deleted in its entirety and replaced with a new Attachment C (Products/Programs) attached hereto and incorporated herein, or other correct corresponding exhibit/section/attachment as applicable.
- 2. Attachment H (Medicare Program Requirements – Health Care Services) of the Agreement(s), or other correct corresponding exhibit/section/attachment as applicable, is hereby deleted in its entirety and replaced with a new Attachment H (Medicare Program Requirements – Health Care Services) attached hereto and incorporated herein, or other correct corresponding exhibit/section/attachment as applicable.
- 3. The Agreement(s) shall remain in full force and effect except as specifically amended by this Amendment.

**\*\*\* SIGNATURE AUTHORIZATION \*\*\***

IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Amendment by their officers thereunto duly authorized as of the Effective Date set forth above. The individual signing below on behalf of Provider acknowledges, warrants, and represents that said individual has the authority and proper authorization to execute this Amendment on behalf of Provider and its constituent providers, if any, and does so freely with the intent to fully bind Provider, and its constituent providers, if any, to the provisions of this Amendment.

**St Mary Medical Center – Apple Valley**

**Molina Healthcare of California**

Signature:		Signature:	
Signatory Name (Printed):	DAVID O'BRIEN	Signatory Name (Printed):	Teri Lauenstein
Signatory Title (Printed):	C.O.O.	Signatory Title (Printed):	Vice President, Network Management & Operations
Signature Date:	10/17/12	Signature Date:	12/28/12

**ATTACHMENT C**  
**Products/Programs**

Provider hereby agrees to participate as a Health Plan contracted provider for the following products/programs and successor(s), indicated below:

- |   |   |
|---|---|
| N | Medi-Cal Geographic Managed Care  |
| Y | Medi-Cal Two-Plan Model   |
| Y | Healthy Families  |
| Y | Medicare Advantage (Molina Medicare Options)                                |
| Y | MA-SNP (Molina Medicare Options Plus)                                       |
| Y | Capitated Financial Alignment Demonstration (program for Medi-Medi (Duals)) |

Health Plan shall maintain any applicable benefit and Covered Services descriptions in its Provider Manual.

## ATTACHMENT H

### MEDICARE PROGRAM REQUIREMENTS - HEALTH CARE SERVICES

This Attachment H sets forth Medicare program requirements that are hereby incorporated into contracts and/or agreements with Providers covering the provision of health care services. The Agreement and this attachment shall be automatically modified to conform to subsequent amendments to Medicare program requirements. In the event of any inconsistency between the terms of this attachment and the Agreement, the terms of this attachment shall control.

1. **Downstream Compliance.** Provider agrees to require all of its downstream, related entity(s), and transferees that provide any services benefiting Health Plan's Medicare enrollees to agree in writing to all of the terms provided herein.
2. **Right to Audit.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, contracts, records, including medical records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under Health Plan's contract with CMS, or as the Secretary may deem necessary to enforce Health Plan's contract with CMS. Provider agrees to make available, for the purposes specified in this paragraph, its premises, physical facilities and equipment, records relating to its Medicare enrollees, and any additional relevant information that CMS may require. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through ten (10) years from the end of the final contract period or completion of audit, whichever is later. (42 CFR 422.504(e)(2), 422.504(e)(3), 422.504(e)(4) and 422.504(i)(2)(ii)).
3. **Confidentiality.** Provider shall comply with the confidentiality and enrollee record accuracy requirements set forth in 42 CFR 422.118. (42 CFR 422.504(a)(13)).
4. **Hold Harmless/Cost Sharing.** Provider agrees it may not under any circumstances, including nonpayment of moneys due the providers by the Health Plan, insolvency of the Health Plan, or breach of this Agreement, bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against the Member, or any persons other than the Health Plan acting on their behalf, for services provided in accordance with this Agreement. Members who are dually eligible for Medicare and Medicaid will not be held liable for Medicare Part A and B cost sharing when the State or another payor such as a Medicaid Managed Care Plan is responsible for paying such amounts. Health Plan will inform providers of applicable Medicare and Medicaid benefits and rules for eligible Members. Provider agrees to accept payment from Health Plan as payment in full, or bill the appropriate State source, for any Medicare Part A and B cost sharing that is covered by Medicaid. Collection from the Member of copayments or supplemental charges in accordance with the terms of the Member's contract with the Health Plan, or charges for services not covered under the Member's contract, may be excluded from this provision. The Hold Harmless clause will survive the termination of this Agreement, regardless of the cause of termination. (42 CFR 422.504(g)(1)(i)) and (42 CFR 422.504(g)(1)(iii)).
5. **Delegation.** Health Plan may only delegate activities or functions to a first tier, downstream, or related entity, in a manner that is consistent with the provisions. Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with the Health Plan's contract with CMS. (42 CFR 422.504(i)(3)(iii) and 422.504(i)(4)).

6. **Prompt Payment.** Health Plan and Provider agree that Health Plan shall pay all clean claims for services that are covered by Medicare within sixty (60) days of the date such claim is delivered by Provider to Health Plan and Health Plan determines such claim is complete/clean. Any claims for services that are covered by Medicare that are not submitted to Health Plan within six (6) months of providing the services that are subject of the claim shall not be eligible for payment, and Provider hereby waives any right to payment therefor. Health Plan reserves the right to deny any claims that are not in accordance with the Medicare Claims Processing Manual and Medicare rules for billing. (42 CFR 422.520(b)).
7. **Reporting.** Provider agrees to provide relevant data to support Health Plan in complying with the requirements set forth in 42 CFR 422.516 and 42 CFR 422.310. (42 CFR 504(a)(8)).
8. **Accountability.** Health Plan may only delegate activities or functions to a first tier, downstream, or related entity, in a manner that is consistent with the provisions. (42 CFR 422.504(i)(3)(ii)).
9. **Compliance with Medicare Laws and Regulations.** Provider shall comply with all applicable Medicare laws, regulations, and CMS instructions. (42 CFR 422.504(i)(4)(v)).
10. **Benefit Continuation.** Provider agrees to provide for continuation of enrollee health care benefits (i) For all Members, for the duration of the period for which CMS has made payments to Health Plan for Medicare services; and (ii) for Members who are hospitalized on the date Health Plan's contract with CMS terminates, or, in the event of an insolvency, through discharge. (42 CFR 422.504(g)(2)(i), 422.504(g)(2)(ii) and 422.504(g)(3).