

**ANTHEM BLUE CROSS
PATH2HEALTH and COUNTY MEDICAL
SERVICES PROGRAM PARTICIPATING
MENTAL HEALTH
PRACTITIONER AGREEMENT**

**Anthem Blue Cross Path2Health and County Services Medical Program (CMSP)
Participating Mental Health Practitioner Agreement**

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MENTAL HEALTH PRACTITIONER AGREEMENT**

This AGREEMENT is effective on _____ between BLUE CROSS OF CALIFORNIA, dba ANTHEM BLUE CROSS and Affiliates ("BLUE CROSS") and County of El Dorado ("PRACTITIONER").

I. RECITALS

- 1.1 BLUE CROSS is a California corporation licensed by the Department of Managed Health Care with the authority to enter agreements with PRACTITIONER to provide services pursuant to certain Benefit Agreements.
- 1.2 PRACTITIONER is a County that employs any of a duly licensed psychologist, clinical social worker, marriage-family therapist or Certified Substance Abuse Counselor.
- 1.3 BLUE CROSS's Affiliate, Anthem Blue Cross Life & Health Insurance Company ("BC LIFE") has or is about to enter into an agreement with the County Medical Services Program Governing Board ("Governing Board") to act as a third party administrator to administer health care services, including without limitation, claims processing, provider contracting and utilization management, on a self-funded basis for indigent adults served by the Path2Health program and County Medical Services Program ("CMSP") in certain California counties.
- 1.4 BLUE CROSS intends by entering into this Agreement to make available behavioral health care to persons under the Path2Health program and the County Medical Service Program ("CMSP") by contracting with PRACTITIONER to the extent PRACTITIONER determines it has capacity to provide such care. PRACTITIONER intends to provide such quality behavioral health care in a cost-efficient manner.

II. DEFINITIONS

- 2.1 "Acute Psychiatric Facility" means a psychiatric hospital, designated psychiatric unit of a general acute hospital, or psychiatric health facility, licensed by the State of California to provide twenty-four (24) hour acute inpatient care for persons with psychiatric disorders.
- 2.2 "Affiliate(s)" means a corporation or other organization owned or controlled either directly or through parent or subsidiary corporations, by BLUE CROSS, or under common control with BLUE CROSS. BC Life is one such Affiliate of BLUE CROSS.
- 2.3 "Behavioral Health Services" means services for the evaluation and treatment of Mental Disorders and/or Chemical Dependency.
- 2.4 "Benefit Agreement(s)" means documents prepared and distributed by the Governing Board that describe and explain the health care benefits that BLUE CROSS administers for Members. The Governing Board retains the unilateral right to modify the benefit structure of Path2Health and CMSP.
- 2.5 "Case Management/Utilization Management Program" means the procedures established and administered by BLUE CROSS to manage the plan benefits through reimbursement of services that are Medically Necessary, appropriate, and cost-effective.

- 2.6 "Utilization Management" means a function performed by either BLUE CROSS or an organization or entity acting as an agent of BLUE CROSS, and selected by BLUE CROSS to review and approve whether Medical Services provided, or to be provided, are Medically Necessary.
- 2.7 "Case Manager" means a professionally qualified person, employed by or under contract to BLUE CROSS to perform Case Management/Utilization Management services involving Members, hospitals/facilities, programs, outpatient services, and practitioner services.
- 2.8 "Case Management" means a process of arranging, negotiating, and coordinating long term high cost and/or complex care through benefit substitution, based upon the Member's Benefit Agreement.
- 2.9 "Chemical Dependency" generally means those conditions, not including those covered as Mental Disorders, in the International Classification of Diseases as diagnostic codes 290-319. These conditions include, but are not limited to: (1) psychoactive substance induced mental disorders; (2) psychoactive substance use dependence; and (3) psychoactive substance use abuse. Chemical Dependency does not include addiction to, or dependency on, tobacco or food substances (or dependency on items not ingested).
- 2.10 "Coordination of Benefits" means the method of determining primary responsibility for payment of covered services under applicable law and regulations when more than one carrier may have liability for payment for services received by Member of BLUE CROSS.
- 2.11 "County Medical Services Program" (CMSP) means the program governed by the Governing Board to provide health care services to medically indigent adults that are not eligible for Path2Health.
- 2.12 "Emergency" means a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including without limitation severe pain) such that the patient may reasonably believe that absence of immediate medical or psychiatric attention could reasonably result in any of the following:
- (1) Placing the patient's health in serious jeopardy; or
 - (2) Other serious medical consequences; or
 - (3) Serious impairment to bodily functions; or
 - (4) Serious and/or permanent dysfunction of any bodily organ or part.
- In addition, for behavioral health purposes, the above definition shall be supplemented by the following: "Emergency" shall also mean a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity which the Member reasonably perceives could result in the Member's actions causing harm to the Member or placing others in danger.
- 2.13 "Facility" means any general acute hospital, psychiatric hospital, psychiatric health facility, or other BLUE CROSS care facility, or outpatient setting.
- 2.14 "Hospital Services" means those acute care inpatient and hospital outpatient services which are covered by the Benefit Agreement. Hospital Services do not include long-term non-acute care.
- 2.15 "Medically Necessary" means procedures, supplies, equipment or services that BLUE CROSS determines to be:
- (1) Appropriate for the symptoms, diagnosis or treatment of the medical condition; and
 - (2) Provided for the diagnosis or direct care and treatment of the medical condition; and
 - (3) Within standards of good medical practice within the organized medical community; and
 - (4) Not primarily for the convenience of the Member, the Member's physician or another provider; and

- (5) The most appropriate procedures, supplies, equipment or service must satisfy the following criteria: (i) there must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for the Member with the particular medical condition being treated than other alternatives; and (ii) generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and (iii) for hospital stays, acute care as an inpatient is necessary due to the kind of services the Member is receiving or the severity of the medical condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.
- 2.16 "Medical Services" means those Medically Necessary Behavioral Health Services provided by a Participating Practitioner and covered by a Benefit Agreement that are within the scope of the PRACTITIONER'S license.
- 2.17 "Member" means "Path2Health Enrolled Beneficiaries" and "CMSP Enrolled Beneficiaries", as defined in the contract between BC LIFE and the Governing Board, who are eligible to receive Medical Services pursuant to the County Medical Services Program and Path2Health, respectively.
- 2.18 "Mental Disorders" generally means those conditions, not including those covered as Chemical Dependency, in the International Classification of Diseases and diagnostic codes 290-319. These conditions include, but are not limited to; (1) schizophrenia, (2) manic-depressive and other conditions usually classified in the medical community as psychoses, (3) depressive phobic, manic, and anxiety conditions, (4) bipolar affective disorders including mania and depressions, (5) obsessive-compulsive disorders, and (6) post-traumatic stress disorders.
- 2.19 "Path2Health" means the Low Income Health Program offered by the Governing Board pursuant to an agreement between the Governing Board and the State Department of Health Care Services (DHCS). Path2Health provides health care services to certain medically indigent adults that are eligible to receive Medical Services. The program is authorized by DHCS' 1115 Federal Medicaid Waiver and state law and provides federal Medicaid matching funds for Medical Services provided to eligible members.
- 2.20 "Participating Hospital" means a hospital which has entered into an agreement as a Path2Health/CMSP Participating Provider with BLUE CROSS to provide Hospital Services to Members.
- 2.21 "Participating Practitioner" means a psychologist, clinical social worker, marriage-family therapist, or certified substance abuse counselor who has entered into an agreement as a PATH2HEALTH/CMSP with BLUE CROSS to provide Medical Services to Members as a Participating Provider and who is duly licensed in the State of California or other applicable State.
- 2.22 "Participating Provider" means a hospital, other health facility, physician, physician group, federally qualified health center (FQHC), rural health center (RHC), Indian health services (IHC) or other health professional which has entered into an agreement with BLUE CROSS to provide health care services to Members at prospectively determined rates.

III. **RELATIONSHIP BETWEEN BLUE CROSS AND PRACTITIONER**

- 3.1 BLUE CROSS and PRACTITIONER are independent entities. Nothing in this Agreement shall create or be construed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

- 3.2 BLUE CROSS and PRACTITIONER agree that PRACTITIONER shall maintain a practitioner/patient relationship with each Member that PRACTITIONER treats. PRACTITIONER shall be solely responsible for the Member's treatment and medical care.
- 3.3 Nothing in this Agreement is intended to be construed as encouraging PRACTITIONER to restrict Medically Necessary covered Medical Services or to limit clinical dialogue between PRACTITIONER and Members. PRACTITIONER may freely communicate with Members regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations. Nothing in this Agreement shall create or be construed to create any rights or remedies in any third party, including but not limited to a Member or a Participating PATH2HEALTH and CMSP Practitioner other than PRACTITIONER, except as otherwise provided herein.
- 3.4 PRACTITIONER consents to the memorializing of his/her legal obligations with BLUE CROSS and each particular Affiliate in one or more separate written agreements that shall not alter the substance of those obligations.
- 3.5 PRACTITIONER agrees that each such arrangement by which PRACTITIONER performs services for members, enrollees, employees, dependents and other beneficiaries who are covered by an Affiliate's Benefit Agreement or by an Other Payor ("Covered Persons") that utilizes the BLUE CROSS Managed Care Network shall constitute an independent legal relationship between PRACTITIONER and that Affiliate or Other Payor.
- 3.6 PRACTITIONER hereby expressly acknowledges his/her understanding that this Agreement constitutes a contract between PRACTITIONER and BLUE CROSS as an independent corporation, operating under a license with the Blue Cross and Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BLUE CROSS to use the Blue Cross service mark in the State of California and that BLUE CROSS is not contracting as the agent of the Association. PRACTITIONER further acknowledges and agrees that he/she has not entered into this Agreement based upon representations by any person other than BLUE CROSS and that no person, entity, or organization other than BLUE CROSS shall be held accountable or liable to PRACTITIONER for any of BLUE CROSS' obligations to PRACTITIONER created under this Agreement. This section shall not create any additional obligations whatsoever on the part of BLUE CROSS, including under Section 4.18 herein, other than those obligations created under other provisions of this Agreement.
- 3.7 If PRACTITIONER is a participating PATH2HEALTH and CMSP practitioner under any other BLUE CROSS Participating PATH2HEALTH or CMSP Provider Agreement, this Agreement shall supersede such prior agreement and the provisions of this Agreement shall control.

IV. PRACTITIONER SERVICES AND RESPONSIBILITIES

- 4.1 PRACTITIONER shall provide Medical Services to Members which are Medically Necessary and which are in accordance with the applicable Benefit Agreement and this Agreement.
- 4.2 PRACTITIONER shall, to the extent possible, seek, accept and maintain evidence of assignment of benefits for the payment of Medical Services provided to Members by PRACTITIONER under the applicable Benefit Agreement.
- 4.3 PRACTITIONER shall confirm each Member's eligibility status prior to providing Medical Services. PRACTITIONER shall confirm that the person presenting the BLUE CROSS identification card or the State of California Beneficiary Identification Card is the Member or Covered Person named on the card. BLUE CROSS shall not be responsible for the fraudulent or deceptive use of either identification card.

- 4.4 If PRACTITIONER arranges for admission of Members to inpatient hospital services, PRACTITIONER agrees to arrange admission only to Participating PATH2HEALTH and CMSP Hospitals unless otherwise determined by PRACTITIONER and agreed to in writing by BLUE CROSS. In case of an Emergency, as that term is defined in this Agreement, Practitioner agrees to use a Participating PATH2HEALTH and CMSP hospital whenever possible. Other exceptions to the use of Participating PATH2HEALTH and CMSP Hospitals shall be approved pursuant to the provisions of Article VII. Notwithstanding the foregoing, nothing in this Agreement shall prohibit a PRACTITIONER from making a placement pursuant to California Welfare and Institutions Code Section 5150 in a hospital that is not a Participating Hospital; provided, however, that payment for services shall only be made if such hospital is a Participating Hospital.
- 4.5 PRACTITIONER agrees to refer Members to other Participating PATH2HEALTH and CMSP Providers unless otherwise determined by PRACTITIONER and agreed to in writing by BLUE CROSS.
- 4.6 If PRACTITIONER, in any case other than an Emergency, arranges for admission of a Member to a non-Participating PATH2HEALTH or CMSP Hospital or refers a Member to a non-Participating PATH2HEALTH CMSP Practitioner, PRACTITIONER will obtain authorization from BLUE CROSS Utilization Management Program as set forth in the BLUE CROSS PATH2Heath/CMSP Provider Operations Manual.
Additionally, PRACTITIONER agrees,
- (1) To use his or her best efforts to require any non-Participating PATH2HEALTH or CMSP Practitioner to whom a Member is referred to abide by the terms of this Agreement.
 - (2) That unless BLUE CROSS explicitly agrees otherwise, he or she is a Participating PATH2HEALTH or CMSP Provider at all locations and under all tax I.D. Numbers. Furthermore, PRACTITIONER agrees to notify BLUE CROSS in writing of each separate tax I.D. number under which PRACTITIONER receives compensation.
- 4.7 PRACTITIONER agrees to comply with all requirements set forth in the BLUE CROSS PATH2HEALTH/CMSP Providers Operations Manual to be provided by BLUE CROSS. The PATH2HEALTH/CMSP Provider Operations Manual is incorporated herein by this reference, to the extent lawfully and reasonably applicable to PRACTITIONER.
- 4.8 PRACTITIONER agrees to participate in the Utilization Management provided in Article VII, and with such amendments as PRACTITIONER may be notified of, and to abide by decisions resulting from that review subject of reconsideration, review and arbitration provided in Section 7.3.
- 4.9 PRACTITIONER has accurately completed the Participating PATH2HEALTH/CMSP practitioner application. PRACTITIONER shall promptly notify BLUE CROSS of any change in principal place of business, PRACTITIONER shall notify BLUE CROSS at least within forty-five (45) days prior to such change.
- 4.10 PRACTITIONER agrees to provide Medical Services to Members that are timely, Medically Necessary, appropriate, efficient, and consistent with professional community standards. PRACTITIONER agrees to adhere to BLUE CROSS standards of accessibility and shall be available for appointments with Members within ten (10) business days of a request for non-emergency services or shall notify BLUE CROSS and assist BLUE CROSS in making alternative arrangements.
- 4.11 PRACTITIONER agrees to provide only those services which PRACTITIONER is qualified by training, experience and state licensure to provide and which comply fully with applicable state and federal regulations. PRACTITIONER shall provide EMERGENCY Medical Services to Members twenty-four (24) hours per day, seven (7) days per week, or make arrangements with another Participating Practitioner qualified to render such services to provide coverage during any periods in which PRACTITIONER is unavailable. When a Participating Practitioner is not available, PRACTITIONER may utilize the services of a non-Participating Practitioner under the same terms and conditions of this Agreement.

- 4.12 PRACTITIONER shall immediately notify BLUE CROSS of any legal or ethics actions against PRACTITIONER'S license, or any malpractice suits, or any change in hospital privileges (including without limitation, any reduction, suspension or termination of such privileges). Such actions include, but are not limited to, actions by the applicable state regulatory board, professional associations or hospitals. PRACTITIONER authorizes BLUE CROSS to receive reports on demand from the state licensure agencies, professional associations and other agencies who may maintain data relating to the legal status, litigation history, or clinical performance of PRACTITIONER. If applicable, upon request by BLUE CROSS, PRACTITIONER shall obtain a National Practitioners Data Bank report on himself/herself and provide it to BLUE CROSS. If PRACTITIONER fails to notify BLUE CROSS of any disciplinary action or judgment which results in the probation, suspension or revocation of PRACTITIONER's license or curtailment of hospital privileges or otherwise limits PRACTITIONER's ability to render Medical Services covered by this Agreement, then BLUE CROSS may terminate this Agreement immediately. If PRACTITIONER is a Medi-Cal provider, for the term of this Agreement, PRACTITIONER shall remain in good standing with the Medi-Cal program.
- 4.13 PRACTITIONER agrees to furnish BLUE CROSS with all patient information that is necessary to the fulfillment of the terms of this Agreement, subject to applicable state and federal laws regarding confidentiality of patient data.
- 4.14 PRACTITIONER agrees to participate in BLUE CROSS orientation and training procedures.
- 4.15 PRACTITIONER agrees to notify BLUE CROSS Case Management/Utilization Management within twenty-four (24) hours after a Member fails to comply with or discontinues services or otherwise deviates from pre-certified services.
- 4.16 PRACTITIONER agrees that Members shall not be subject to discrimination regardless of race, creed, color, religion, physical/mental handicap, sexual orientation marital status or national origin/ancestry. PRACTITIONER agrees to see and schedule Members for Medical Services on a similar basis to Medi-Cal beneficiaries and/or other patients of PRACTITIONER.
- 4.17 PRACTITIONER agrees to use all BLUE CROSS proprietary information only in relation to the obligations of provider performance under the terms of this Agreement. PRACTITIONER shall not, during the term of this Agreement or after termination of this Agreement, disclose or use any BLUE CROSS proprietary information for PRACTITIONER's own benefit or for the benefit of a third party unless disclosure is required by law. In the event disclosure is required by law, PRACTITIONER will provide BLUE CROSS with notice prior to disclosure when practicable.
- 4.18 PRACTITIONER agrees that in the event that PRACTITIONER fails to secure pre-authorization of services in accordance with the BLUE CROSS Case Management/Utilization Management program or otherwise comply with the BLUE CROSS procedures established and it is determined retrospectively by BLUE CROSS that services shall be reimbursable, PRACTITIONER agrees to accept reimbursement as outlined in Section 5.1 herein and shall not bill Member for any additional amounts.
- 4.19 PRACTITIONER shall provide Medical Services to Members in an Emergency or upon referral, and shall not decline to treat Members upon referral or in an Emergency unless alternate arrangements have been authorized by BLUE CROSS.
- 4.20 PRACTITIONER agrees to cooperate with BLUE CROSS' administration of its internal quality of care review and grievance resolution procedures.

- 4.21 PRACTITIONER agrees to keep confidential and take all reasonable precautions to prevent the unauthorized disclosure of records required to be prepared under and/or maintained by this Agreement, except as such disclosure may be authorized by the patient or by law.
- 4.22 PRACTITIONER agrees to provide Medical Services to any and all Members until such time as PRACTITIONER believes in his or her reasonable professional judgment, that accepting additional Members would endanger patients' access to or continuity of care, and closes his/her practice and is no longer accepting new patients from any health plan with which PRACTITIONER contracts. PRACTITIONER shall give BLUE CROSS prompt written notice of such practice closure.
- 4.23 PRACTITIONER shall confirm each Member's eligibility status prior to providing Medical Services. In the event Member is determined retrospectively eligible for Medi-Cal for a period in which PRACTITIONER billed BLUE CROSS for Medical Services under this Agreement, PRACTITIONER shall resubmit the claim(s) to Medi-Cal and refund any amounts paid by BLUE CROSS under this Agreement or any share-of-cost paid by the Member.
- 4.24 PRACTITIONER shall comply with all applicable state and federal laws and regulations relating to the delivery of Medical Services.

V. BLUE CROSS SERVICES AND RESPONSIBILITIES

- 5.1 BLUE CROSS agrees to pay PRACTITIONER compensation pursuant to the provisions of Article VI and in accordance with the Rate Schedule in Exhibit B. BLUE CROSS shall not compensate PRACTITIONER for services that were not pre-authorized according to the Case Management/Utilization Management program, where such pre-authorization is required.
- 5.2 BLUE CROSS agrees to grant PRACTITIONER the status of "Participating PATH2HEALTH/CMSP Practitioner to identify PRACTITIONER as a Participating PATH2HEALTH/CMSP Practitioner on informational materials to Members, and to facilitate the direction of such Members to PRACTITIONER.
- 5.3 BLUE CROSS agrees to provide PRACTITIONER with a list of Participating PATH2HEALTH/CMSP Practitioners, Participating PATH2HEALTH/CMSP Hospitals and other PATH2HEALTH/CMSP Participating Providers.
- 5.4 BLUE CROSS agrees to provide appropriate identification cards for Members.
- 5.5 BLUE CROSS agrees that the terms "Emergency" and "Medically Necessary" shall bear the same meanings in Benefit Agreements as in this Agreement.
- 5.6 BLUE CROSS agrees to continue listing PRACTITIONER as Participating PATH2HEALTH/CMSP Practitioner until this Agreement is terminated.

VI. COMPENSATION AND BILLING

- 6.1 PRACTITIONER shall seek payment only from BLUE CROSS for the provision of Medical Services.
- 6.2 Subject to any applicable share-of-cost to be paid by a Member, PRACTITIONER agrees to accept the fee schedule as provided in EXHIBIT B, attached to and made part of this Agreement, or PRACTITIONER'S covered billed charges, whichever is less, as payment in full for all Medical Services provided to Members. Such payment shall be for Medical Services provided on or after the effective date of this Agreement. If PRACTITIONER receives any additional surcharge from a Member in excess of the applicable share-of-cost, BLUE CROSS shall require that PRACTITIONER

promptly refund the amount thereof to the Member. PRACTITIONER agrees to hold harmless the Members in the event BLUE CROSS cannot or will not pay for Medical Services performed by PRACTITIONER because of a lack of payment by the Governing Board.

- 6.3 Subject to the approval of the CMSP Governing Board, BLUE CROSS may change the applicable fee schedule. PRACTITIONER will receive notification of any such change prior to its implementation.
- 6.4 PRACTITIONER shall bill BLUE CROSS on forms and in a manner acceptable to BLUE Cross no later than one hundred fifty (150) days of performing the Medical Services or BLUE CROSS may deny payment. PRACTITIONER shall furnish, on request, all information reasonably required by BLUE CROSS to verify and substantiate the provision of Medical Services. BLUE CROSS reserves the right to review all such information submitted by PRACTITIONER when necessary and in accordance with this Agreement.
- 6.5 BLUE CROSS shall pay PRACTITIONER within sixty (60) days of receipt of billings which are accurate, complete and otherwise in accordance with Section 6.4.
- 6.6 Any amount paid by BLUE CROSS to PRACTITIONER under this Agreement determined subsequently by BLUE CROSS to have been an overpayment will be considered indebtedness of PRACTITIONER to BLUE CROSS. BLUE CROSS shall have a first lien in the amount of such indebtedness and may, at its sole option, recover such indebtedness by;(i) notifying PRACTITIONER of the overpayment, then (ii) deducting from and setting off the amount of such indebtedness from any amounts due and payable from BLUE CROSS to PRACTITIONER at any time under this Agreement or any other agreement between BLUE CROSS and the PRACTITIONER, or for any reason, an amount or amounts equal to such indebtedness of PHYSICIAN. THE CMSP Provider Operations Manual specifies the procedures concerning recoveries.
- 6.7 PRACTITIONER expressly acknowledges that if a Member has other health coverage, CMSP and Path2Health shall be the payers of last resort.
- 6.8 Practitioner acknowledges that BC LIFE is acting as a third party administrator for the Governing Board in the administration of CMSP and Path2Health, and accordingly, neither PRACTITIONER nor BLUE CROSS assumes any financial risk for the payment of Medical Services.
- 6.9 PRACTITIONER shall not charge Members for Medical Services denied as not being Medically Necessary under Article VII, unless PRACTITIONER has obtained a signed agreement on a form approved by BLUE CROSS from that Member or individual legally responsible for the Member. Such agreement must be obtained in advance of rendering services and shall specify those services which BLUE CROSS has denied as not being Medically Necessary and shall clearly state that the Member, or individual legally responsible for the Member, shall be responsible for payment of Medical Services denied by BLUE CROSS.
- 6.10 PRACTITIONER agrees to assign to BLUE CROSS any payments made by third parties to PRACTITIONER on behalf of Members if BLUE CROSS has previously paid for such services, subject to the Coordination of Benefit provisions of the applicable Benefit Agreement and Section 6.4 hereof.
- 6.11 BLUE CROSS shall deny payment for Medical Services related to Hospital/Facility Services which are denied as not Medically Necessary or which exceed the BLUE CROSS approved length of stay, as communicated to PRACTITIONER and hospital/facility through the process outlined in Article VII, Case Management/Utilization Management.

VII. CASE MANAGEMENT/UTILIZATION MANAGEMENT

- 7.1 BLUE CROSS may establish a Utilization Management (“UM”) program which shall seek to assure that Hospital Services or Medical services provided to Members are Medical Necessary. The Utilization Management shall follow the procedures described on Exhibit A attached to and made part of this Agreement. BLUE CROSS may change UM procedures by delivering amendments to, or a replacement for, Exhibit A. The BLUE CROSS Quality Management Committee shall be part of the UM program.
- 7.2 Utilization Management for Medical Services will include:
- (1) “Preadmission review or “pre-service review” to determine whether a scheduled inpatient admission or scheduled treatment is Medically Necessary. Preadmission review procedures and pre-service review procedures can be obtained by contacting BLUE CROSS.
 - (2) “Admission Review” to determine whether an unscheduled inpatient admission or an admission not subject to preadmission review is Medically Necessary.
 - (3) "Concurrent review" to determine whether continued inpatient hospital stay or treatment is Medically Necessary.
 - (4) “Retrospective review” to determine whether inpatient medical services or treatments were Medically Necessary.
- 7.3 PRACTITIONER may appeal a Utilization Management decision. The appeal shall be commenced by requesting reconsideration of the decision. If PRACTITIONER is not satisfied with the result, a review by BLUE CROSS shall be requested. If practitioner continues not to be satisfied, PRACTITIONER’S remedy shall be arbitration as provided in ~~Exhibit A~~ of such appeal, PRACTITIONER may request arbitration as provided in Exhibit A.

VIII. RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

- 8.1 BLUECROSS, the Governing Board and their auditors shall have access (which includes inspection, examination and copying to the extent permitted by state and federal law, at reasonable times upon demand to the book, records, documents and papers of PRACTITIONER at PRACTITIONER’S office or such other mutually agreeable location in California relating to the services PRACTITIONER provides to Members and to payments PRACTITIONER receives from members or others on their behalf, PRACTITIONER shall maintain such records and provide such information to BLUE CROSS and the Governing Board as may be necessary for BLUE CROSS’s or the Governing Board’s compliance with the requirements of any applicable law or regulations. PRACTITIONER shall maintain such records in a system that permits prompt retrieval of information for at least five (5) years from the termination of this Agreement, and such obligations shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise.

Subject to all applicable laws relating to privacy, confidentiality, and privileged documents and communications, PRACTITIONER shall only make a Member’s information including but not limited to medical records available upon reasonable request to each physician or practitioner treating the Member, for Utilization Management purposes, and to BLUE CROSS or as consented by the MEMBER or an authorized representative of the Member.

This Section 8.1 will not be construed to prevent PRACTITIONER from releasing information which PRACTITIONER has taken from such medical records to organizations or individuals taking part in research, experimental, educational or similar programs, if no Member identifiable information is released and such release complies with all applicable laws.

- 8.2 Ownership and access to records of Members shall be controlled by applicable law.
- 8.3 All records must be maintained in a system that permits prompt retrieval of information. Medical records are to be legible, documented accurately in a timely manner and readily accessible.

- 8.4 In the event this Agreement is terminated, PRACTITIONER agrees to assist BLUE CROSS in the transfer of Member medical care.
- 8.5 In the event this Agreement is terminated, PRACTITIONER agrees to assist BLUE CROSS in the transfer of Member medical including making available to the Governing Board or its designee and BLUE CROSS copies of medical records, patient files, and any other pertinent information held by PRACTITIONER necessary for efficient case management of Members, as determined by the CMSP Governing Board. The parties acknowledge that the cost of reproduction required by this provision will not be billed to Members.
- 8.6 In consideration that Path2Health is funded, in part, with federal Medicaid funds, PRACTITIONER agrees that DHCS and the Centers for Medicare and Medicaid Services (CMS) may inspect and audit any financial records associated with Path2Health. PRACTITIONER shall provide DHCS and CMS access to any books, documents, papers and records of PRACTITIONER that are directly pertinent to Path2Health for the purpose of making an audit, examination, excerpt, or transcription. PRACTITIONER agrees that there shall be no restrictions on the right of DHCS or CMS to conduct inspections and audits of Path2Health that are necessary to assure quality, appropriateness or timeliness of services and reasonableness of costs.

IX. LIABILITY, INDEMNITY AND INSURANCE

- 9.1 Neither BLUE CROSS nor PRACTITIONER nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.
- 9.2 PRACTITIONER, at its sole expense, agrees to maintain adequate insurance for professional liability and comprehensive general liability. In Lieu of any insurance required by this section, PRACTITIONER shall maintain the ability to respond to any and all damages which would be covered by such insurance.
- 9.3 Upon request by BLUE CROSS, PRACTITIONER shall provide BLUE CROSS with copies of current insurance policies or evidence of the ability to respond to any and all damages as approved in Section 9.2.
- 9.4 If insurance is reduced, terminated, or changed, PRACTITIONER will notify BLUE CROSS prior to the change.

X. MARKETING, ADVERTISING AND PUBLICITY

- 10.1 BLUE CROSS shall use its best efforts to encourage Members to use the services of PRACTITIONER.
- 10.2 BLUE CROSS shall have the right to use the name of PRACTITIONER for purposes of informing Members and prospective members of the identity of Participating Practitioners.
- 10.3 PRACTITIONER shall have the right to display in the treatment setting an approved BLUE CROSS "Participating CMSP Provider" plaque and/or other symbol until termination of this Agreement.
- 10.4 Except as provided in Section 10.2 hereof, BLUE CROSS and PRACTITIONER each reserve the right to and the control of the use of its name and all symbols, trademarks or service marks presently existing or later established. In addition, except as provided in Section 10.2 hereof, neither BLUE CROSS nor PRACTITIONER shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party, and shall cease any such usage immediately upon written notice of the party or on termination of this Agreement, whichever is sooner.

XI. **DISPUTE RESOLUTION**

- 11.1 BLUE CROSS and PRACTITIONER agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- 11.2 In the event that any problem or dispute concerning the terms of this Agreement, other than a Utilization Review decision as provided for in Article VII, is not satisfactorily resolved, BLUE CROSS and PRACTITIONER agree to arbitrate such problem or dispute. Such arbitration shall be initiated by either party's making a written demand for arbitration on the other party. The arbitration will be conducted by the American Arbitration Association, under the Commercial Rules of the Judicial Mediation and Arbitration Services (JAMS) Association, unless otherwise mutually agreed in writing by BLUE CROSS and PRACTITIONER. PRACTITIONER and BLUE CROSS agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.

XII. **TERM AND TERMINATION**

- 12.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one (1) and shall continue in effect until terminated pursuant to this Agreement.
- 12.2 Either party may terminate this Agreement, by giving at least ninety (90) days prior written notice. Nothing contained herein shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement. In the event of a material breach PRACTITIONER, BLUE CROSS, in addition to any other available remedy, may require that PRACTITIONER promptly prepare and submit for BLUE CROSS'S approval a corrective action plan that addresses the material breach. PRACTITIONER shall immediately implement such approved corrective action plan and provide BLUE CROSS with periodic status reports, as requested.
- 12.3 After the effective date of termination, this Agreement shall remain in effect for the resolution of all matters unresolved at the date. Without limiting the forgoing, if this Agreement is terminated, PRACTITIONER shall continue to provide and be compensated under the terms of this Agreement for Medical Services provided to Members who are under the care of PRACTITIONER at the time of that termination, until the services being rendered to that Member are completed or reasonable and medically appropriate provision is made for the assumption of such services by another Participating PATH2HEALTH/CMSP Practitioner. In the event of termination, PRACTITIONER agrees to follow the Member notification procedures as set forth in the applicable PATH2HEALTH/CMSP Practitioners Operation Manual
- 12.4 In the event of termination of this Agreement by either party, PRACTITIONER agrees not to represent itself as a Participating PATH2HEALTH/CMSP Practitioner.

XIII. **GENERAL PROVISIONS**

- 13.1 Assignment. No assignment of the rights, duties or obligations of this Agreement shall be made by PRACTITIONER without the express written approval of a duly authorized representative of BLUE CROSS. Any attempted assignment in violation of this provision shall be void as to BLUE CROSS.
- 13.2 Binding on Successors in Interest. Subject to Section 13.1, the provisions of this Agreement and obligations

arising hereunder shall extend to and be binding upon the parties hereto and their respective successors and assigns and shall insure to the benefit of the parties hereto and their respective successors and assigns.

- 13.3 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- 13.4 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be delivered by electronic mail, by facsimile, by hand, or sent postage prepaid by mail. Unless specified otherwise in writing by a party, BLUE CROSS shall send PRACTITIONER notice to an address that BLUE CROSS has on file for PRACTITIONER, and notice initiated by PRACTITIONER shall be sent to BLUE CROSS's address as set forth below. Notice shall be effective upon the marked date associated with the corresponding delivery method noted above. Notwithstanding the foregoing, BLUE CROSS may post updates to the BLUE CROSS Path2Health/CMSP Provider Operations Manual.

To Anthem Blue Cross at:
Blue Cross of California
State Sponsored Programs
1 WellPoint Way
Thousand Oaks, CA 91360
Mail stop: CAT201-N003

and to PRACTITIONER at: County of El Dorado - Health and Human Services Agency
3057 Briw Road, Suite A
Placerville, CA 95667

- 13.5 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or of the California legislature or by any regulation duly promulgated by officers of the United States or of the State of California acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall, subject to Section 13.6 hereof, remain in full force and effect.
- 13.6 Effect of Severable Provision. In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided in Section 13.5 and its removal has the effect of materially altering the obligations of either party in such manner as, in the judgment of the party affected: (a) will cause serious financial hardship to such party; or (b) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) days, prior written notice to the other party. The applicable provisions of Article XII hereof shall apply to such termination.
- 13.7 Entire Agreement. This Agreement, together with the Exhibits contains the entire Agreement between BLUE CROSS and PRACTITIONER relating to the rights granted and the obligations assumed by this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
- 13.8 Amendment. Blue Cross may amend this Agreement or any part or section of it by providing written notice to PRACTITIONER at least -ninety (90) calendar days prior to the effective date of such amendment which shall become effective upon the effective date unless PRACTITIONER objects in writing to such amendment within sixty (60) calendar days of receipt of such notice. Amendments required due to legislative, regulatory or other legal authority do not require prior approval of PRACTITIONER and shall be deemed effective immediately upon PRACTITIONER receipt of notice.

- 13.9 Attorney's Fees. In the event that either BLUE CROSS or PRACTITIONER institutes any action, suit or arbitration proceeding to enforce the provisions of this Agreement, each party shall pay one half of the arbitration costs and otherwise pay its own attorneys' fees and other costs.
- 13.10 Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and all other laws, regulations and contractual obligations of BLUE CROSS.

13.12 Administrator:

The County Officer or employee responsible for administering this Agreement is Robert Evans, Mental Health Programs Manager, or successor.

FOR ANTHEM BLUE CROSS

Signature

Print name

Title

Date

Attest:
Terri Daly Acting Clerk
of the Board of Supervisors

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Deputy

FOR PRACTITIONER

Signature

John R. Knight, Chair, Board of Supervisors
Print Name/Title

Tax ID Number

Date

Date

EXHIBIT A

ARBITRATION FOR CASE MANAGEMENT/UTILIZATION MANAGEMENT

The initial decision regarding whether Medical Services are Medically Necessary and appropriate shall be made pursuant to Article VII of the Agreement. PRACTITIONER may appeal such a decision pursuant to the terms of Section 7.3 of the Agreement. Arbitration under that section shall follow the procedure below:

- A. PRACTITIONER agrees to submit any dispute concerning a Utilization Management decision, unresolved by reconsideration, appeal or review pursuant to the terms of Article VII, to binding arbitration. The arbitration shall be commenced by PRACTITIONER making written demand on BLUE CROSS. The scope of the arbitration shall be limited to a determination of whether, or to what extent, benefits specified in the applicable agreement were Medically Necessary or appropriate or otherwise payable for the claim or claims in dispute.
- B. The arbitration will be conducted under the commercial Rules of the American Arbitration Association unless otherwise mutually agreed in writing by BLUE CROSS and PRACTITIONER. PRACTITIONER and BLUE CROSS agree that the arbitration findings shall be binding upon any subsequent litigation.