

**Ventura County Medi-Cal Managed Care Commission (VCOMMCC)
dba Gold Coast Health Plan**

Compliance Oversight Committee

Regular Meeting

Monday, January 23, 2023, 1:00 P.M.

Due to the public health emergency, the Community Room at Gold Coast Health Plan is currently closed to the public.

The meeting is being held virtually pursuant to AB 361.

Members of the public can participate using the Conference Call Number below.

Conference Call Number: 1-805-324-7279

Conference ID Number: 518 757 439#

Due to the declared state of emergency wherein social distancing measures have been imposed or recommended, this meeting is being held pursuant to AB 361.

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

The public has the opportunity to address the Compliance Oversight Committee (COC) on the agenda.

Persons wishing to address the COC are limited to three (3) minutes. Comments regarding items not on the agenda must be within the subject jurisdiction of the Committee.

Members of the public may call in, using the numbers above, or can submit public comments to the Committee via email by sending an email to ask@goldchp.org. If members of the public want to speak on a particular agenda item, please identify the agenda item number. Public comments submitted by email should be under 300 words.

UPDATES

1. Review of Implementation Report Submitted to Office of the Inspector General (OIG)
2. Status Report on Progress on Meeting Requirements of Corporate Integrity Agreement (CIA)
3. Submission to OIG re Substantial Overpayment of Incentive Funds

GCHP STAFF COMMENTS

COMMENTS/QUESTIONS FROM COMMITTEE MEMBERS

ADJOURNMENT

The next regular meeting is scheduled to be held on Monday, April 24, 2023.

Administrative Reports relating to this agenda are available at 711 East Daily Drive, Suite #106, Camarillo, California, during normal business hours and on <http://goldcoasthealthplan.org>. Materials related to an agenda item submitted to the Committee after distribution of the agenda packet are available for public review during normal business hours at the office of the Secretary of the Committee.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact (805) 437-5512. Notification for accommodation must be made by the Monday prior to the meeting by 1:00 p.m. to enable GCHP to make reasonable arrangements for accessibility to this meeting.

Integrity

Accountability

Collaboration

Trust

Respect

Gold Coast Health Plan

Office of Inspector General

Corporate Integrity Agreement

Updates

Agenda

- CIA Implementation Report Review
- Status Report on CIA requirements
- Submission of Substantial Overpayment
- Appendix

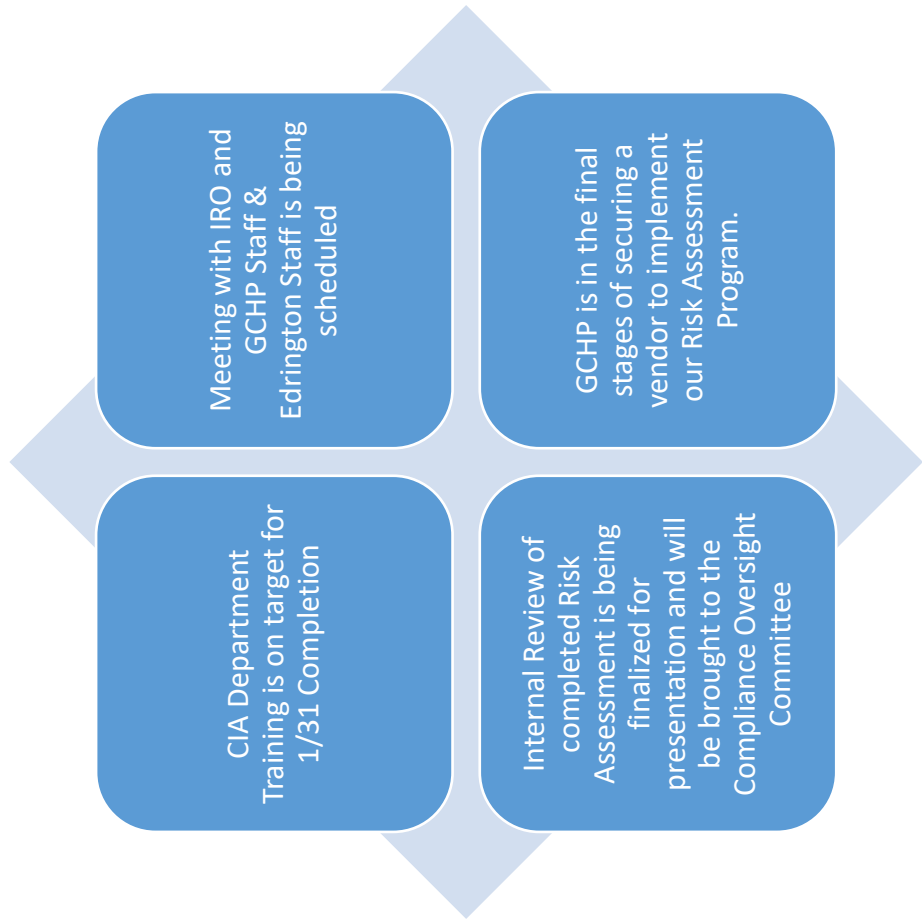
CIA Implementation Report Review

December 19, 2022, GCHP submitted the CIA Implementation Report

- The report includes the following:
 - Confirmation the Compliance Officer does not have any noncompliance job responsibility and dually reports the CEO and The Commission
 - The members of the GCHP Executive Team and the Compliance Oversight Committee
 - Includes the revised documents as required by the CIA
 - The GCHP CIA Training Plan
 - The information about the Independent Review Organization (IRO)
 - The description of our Risk Assessment Process
 - The description of our Disclosure Program
 - The description of the Ineligible Screening process

January 4, 2023, DHCS reviewed the CIA Implementation Report and had no questions or comments

Status Report on CIA requirements



Submission to OIG: Substantial Overpayment of Incentive Funds

- November 2022, Dignity Health received approval in to participate in the DHCS Behavioral Health Integration (BHI) Program
- February 2021 & June 2022 Dignity received the BHI payment.
- December 2022, Dignity notified GCHP after careful consideration they would not meet the goals of the program and return the BHI Incentive funds.
- December 2022, GCHP notified DCHS of the returned payment and DHCS confirmed they would offset the payment from GCHP PY 2 Q3 Payment.
- December 30, 2022, GCHP submitted a letter to the OIG regarding a potential substantial Overpayment

Appendix

- Copy of CIA Implementation Report
- Copy of Letter to OIG regarding Substantial Overpayment

Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Washington, DC 20201
Email Address: officeofcounsel@oig.hhs.gov

On August 11, 2022, Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (“Gold Coast”) entered into a Corporate Integrity Agreement (“CIA”) with the Office of Inspector General (“OIG”) of the United States Department of Health and Human Services (“HHS”) to promote compliance with the statutes, regulations, and written directives of Medicaid and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). Contemporaneously with the CIA, Gold Coast entered into a Settlement Agreement with the United States.

Under Section V.A of the CIA, Gold Coast is required to submit a written report (“Implementation Report”) within 120 days of the effective date of the CIA. This Implementation Report addresses the requirements set forth in Section V.A of the CIA.

1. Name, Business Address, Business Phone Number, Position Description of the Compliance Officer Required by Section III.A.1 of the CIA, and Description of Any Noncompliance Job Responsibilities

- (a) Robert Franco, Gold Coast Chief Compliance Officer
- (b) 711 E. Daily Drive, Suite 106
Camarillo, CA 93010-6082
Direct Line: (805) 437-5731

(c) In his role as the Chief Compliance Officer, Mr. Franco is responsible for administration of Gold Coast’s compliance program, regulatory obligations, and code of conduct. Mr. Franco is responsible for enforcing company-wide policies and procedures that are mandated by federal, state, and local regulations. He is responsible for providing leadership and management in the areas of interpreting regulations, contracts, legislation, and creating practical application for such legislation as they apply to Gold Coast’s operation. Mr. Franco is responsible for the strategic direction and management of Gold Coast’s delegation oversight and privacy programs. He also serves as a liaison between Gold Coast and regulatory agencies and is responsible for implementation of the CIA. Mr. Franco reports directly to the Chief Executive Officer and the Governing Board of Ventura County Medi-Cal Managed Care Commission (“Commission”), and directly partners with Gold Coast’s executive team and departmental directors on all strategic and tactical matters as they relate to such regulations. The position requires a high degree of autonomy, strategic thinking, good judgment, individual initiative, and close coordination with state and federal agencies, as well as organizations and other professionals doing business with Gold Coast.

- (d) The Chief Compliance Officer does not have any noncompliance job responsibilities.

Names and Positions of the Members of the Compliance Committee Required by Section III.A.2 of the CIA

The following individuals are the Gold Coast Compliance Committee members:

- (e) Robert Franco, Chief Compliance Officer – Committee Chair
- (f) Nicholas Liguori, Chief Executive Officer
- (g) Nancy Wharfield, MD, Chief Medical Officer
- (h) Kashina Bishop, Chief Financial Officer
- (i) Alan Torres, Chief Information Officer
- (j) Erik Cho, Chief Policy and Program Officer
- (k) Ted Bagley, Chief Diversity Officer
- (l) Michael Murguia, Executive Director, Human Resources
- (m) Marlen Torres, Executive Director, Strategy and External Affairs
- (n) Pauline Preciado, Executive Director, Population Health and Equity
- (o) Anna Sproule, Executive Director, Operations
- (p) Michael Mitchell, Executive Director, IT

2. Commission Members Responsible for Satisfying the Commission Compliance Requirements Described in Section III.A.3 of the CIA

Gold Coast is an independent public entity governed by the Commission. On October 24, 2022, Gold Coast formally appointed a Compliance Oversight Committee to oversee the compliance function and implementation of the CIA. The Commission Members responsible for satisfying Commission Compliance requirements are as follows:

- (a) Dee Pupa, Chair
Ventura County Health Care Agency
- (b) Laura Espinosa, Vice Chair
Consumer Representative
- (c) James Corwin
Community Memorial Health Systems

- (d) Jennifer Swenson
Adventist Health Simi Valley

Laura Espinosa, James Corwin, and Jennifer Swenson were trained on the CIA on Friday, October 21, 2022 at 1:00 PM for 90 minutes of the scheduled two-hour meeting. Dee Pupa joined the Compliance Oversight Committee on October 24, 2022 and was trained on Wednesday, November 30, 2022.

3. Names and Positions Certifying Employees Required by Section III.A.4 of the CIA and a Copy of the Written Process for Certifying Employees to Follow in order to Complete the Certification Required by Section III.A.4

The names and positions of the Certifying Employees are as follows:

- (a) Nicholas Liguori, Chief Executive Officer
- (b) Kashina Bishop, Chief Financial Officer
- (c) Robert Franco, Chief Compliance Officer
- (d) Nancy R. Wharfield, MD, Chief Medical Officer
- (e) Erik Cho, Chief Program and Policy Officer
- (f) Alan Torres, Chief Information Officer

As discussed in Section 5 herein, the internal Gold Coast Compliance Committee adopted a policy on management certification on November 7, 2022. Gold Coast is currently further developing specific procedures to implement this policy. A copy of the Management Certification policy required by Section III.A.4 is attached hereto as Exhibit A.

4. List of Policies and Procedures Required by Section III.B of the CIA

The following Policies and Procedures address the operations of Gold Coast's Compliance Program, Gold Coast's compliance with Federal health care program requirements, a written review and approval process for Arrangements, and the identification, quantification, and repayment of Overpayments as described in Section III.B of the CIA:

- (a) Compliance Program
 - (i) Compliance Committee Charter (revised to incorporate responsibilities and requirements set forth in Section III.A.2 of the CIA; revised Compliance Committee Charter adopted by Gold Coast's Compliance Committee on November 7, 2022)

- (ii) Compliance Officer Duties (revised to incorporate Compliance Officer requirements set forth in Section III.A.1 of the CIA)
 - (iii) Compliance Incident and Escalation Process (revised to incorporate responsibilities and requirements set forth in Section III.A.1 of the CIA; revised Compliance Incident and Escalation Process adopted by Gold Coast's Compliance Committee on November 7, 2022)
 - (iv) Training Plan (new policy drafted to address the training requirements set forth in Section III.C of the CIA; new Training Plan adopted by Gold Coast's Compliance Committee on November 7, 2022)
- (b) Compliance with Federal Health Care Program
- (i) Ineligible Persons (new policy drafted to address screening and removal requirements set forth in Section III.G of the CIA; new Ineligible Persons policy adopted by Gold Coast's Compliance Committee on November 7, 2022)
 - (ii) Anti-Kickback Statute (new policy drafted to comply with the requirements set forth in Section III.B of the CIA; new Anti-Kickback Statute policy adopted by Gold Coast's Compliance Committee on November 7, 2022)
 - (iii) Management Certification (new policy drafted to incorporate requirements set forth in Section III.A.4 of the CIA; new Management Certification policy adopted by Gold Coast's Compliance Committee on November 7, 2022)
- (c) Written Review and Approval Process for Arrangements
- (i) Provider Contracting Process (new policy drafted to comply with the requirements set forth in Section III.B of the CIA, including creating a written review and approval process for all Arrangements; new Provider Contracting Process policy adopted by Gold Coast's Compliance Committee on November 7, 2022)
 - (ii) Provider Contract Cover Sheet (new checklist document drafted to be used in conjunction with the Provider Contracting Process policy to ensure compliance with the requirements set forth in Section III.B of the CIA; new Provider Contract Cover Sheet adopted by Gold Coast's Compliance Committee on November 7, 2022)
 - (iii) Provider Contract Signature Authority (new policy drafted to establish consistent company-wide control over provider contracts entered into on Gold Coast's behalf and ensure compliance with the requirements of the CIA; new

Provider Contract Signature Authority policy adopted by Gold Coast's Compliance Committee on November 7, 2022)

(d) Identification, Quantification, and Repayment of Overpayments

- (i) Fraud, Waste and Abuse ("FWA") Identification Reporting and Investigation (revised to incorporate responsibilities and requirements set forth in Sections III.B and III.G of the CIA; revised FWA Identification Report and Investigation policy adopted by Gold Coast's Compliance Committee on November 7, 2022)
- (ii) Provider Overpayment and Investigation Determination Policy (revised to address requirements set forth in Sections III.B and III.I.1 of the CIA; revised Provider Overpayment and Investigation Determination Policy adopted by Gold Coast's Compliance Committee on November 7, 2022)
- (iii) Cost Avoidance and Post-Payment Recovery (revised to address requirements set forth in Sections III.B and III.I.1 of the CIA; revised Cost Avoidance and Post-Payment Recovery for Other Health Coverage policy adopted by Gold Coast's Compliance Committee on November 7, 2022)

5. Training Plan Required by Section III.C.1 of the CIA and a Description of the Board Training Required by Section III.C.2 of the CIA

Gold Coast's Training Plan is attached hereto as Exhibit B and includes detailed descriptions of the topics covered. The Training Plan and all training materials for each department were approved by the Gold Coast Compliance Committee on November 7, 2022. The trainings are for one hour and are customized to various functions/departments at Gold Coast and covered contractors. All trainings are scheduled by the end of January 2023. In addition to the required CIA Training, Gold Coast employees also complete annual Compliance and Fraud, Waste and Abuse Training.

The Commission Training addresses each of the following topics:

- 1) A detailed overview of the CIA, including the purpose of the CIA, its requirements, who is covered under the CIA, the Commission Committee's responsibilities under the CIA, and the consequences of violating the CIA.
- 2) Key risk areas regarding compliance with federal law under the CIA, including the False Claims Act, the Civil Money Penalties Law, Medicaid Overpayment requirements, the Anti-Kickback Statute, and Exclusion Authorities. Each risk area includes a discussion of the legal requirements and the steps Gold Coast has taken to mitigate the risks.

- 3) The engagement of the Independent Review Organization (“IRO”) and its responsibilities for review of the Medical Loss Ratio (“MLR”).
- 4) The oversight responsibilities of the Commission Committee under the CIA. Lastly, the training provides recommended approaches to conducting effective oversight of a health care entity. These approaches are based on OIG guidance.

6. Information Regarding the IRO

The below information addresses the following items: (a) identity, address, and phone number; (b) a copy of the engagement letter; (c) information to demonstrate that the IRO has the qualifications outlined in Appendix A to this CIA; and (d) a certification from the IRO regarding its professional independence and objectivity with respect to Gold Coast that includes a summary of all current and prior engagements between Gold Coast and the IRO.

- (a) Affiliated Monitors, Inc.
P.O. Box 961791
Boston, MA 02196
Ph: (617) 275-0620
Toll Free: (866) 201-0903

- (b) Gold Coast and Affiliated Monitors, Inc.’s (“AMI”) entered into a contract effective November 1, 2022. A copy of the executed contract is attached hereto as Exhibit C.

- (c) AMI possesses the qualifications set forth in Appendix A to the CIA. AMI is a professional independent monitoring firm with over 18 years of experience and 800 separate monitoring engagements. AMI has served as an IRO for more than 15 years, has served in a similar capacity for other OIG matters, and has significant experience conducting required reviews and submitting required reports on a timely basis. AMI has served as the monitor, or engaged in pro-active assessments/audits of health plans for approximately 10 years. Independent monitoring is AMI’s core business, and AMI has served as the monitor in over 900 different engagements since 2004.

AMI has assigned experienced individuals to this engagement, including Jesse Caplan, AMI’s Managing Director of Corporate Oversight, and Jim Anliot, AMI’s Director of Healthcare Compliance Services, and Brian Britt, a Principal at Bayside Advisor and MLR subject matter expert. AMI’s experienced health care attorneys, including Jesse Caplan and Jim Anliot, have substantial experience with Centers for Medicare and Medicaid Services, the OIG, and state health regulatory agencies, including Medicaid agencies. Mr. Caplan has served in high-level positions within a Managed Medicare and Medicaid Health Maintenance Organization as well as a state agency overseeing Medicaid programs. Mr. Anliot has successfully managed many OIG CIA IRO engagements. Mr. Britt has served as the Chief Financial Officer for Medicare programs for two health insurance companies, and has worked on, assessed, and/or consulted on MLR compliance for

other organizations. AMI and Mr. Britt are both knowledgeable and experienced with the federal MLR reporting requirements, the Medicaid 85% minimum MLR, and the MLR Numerator Elements and how costs are classified. Additionally, AMI has sufficient resources in-house, including a data analytics team, auditing personnel, experts in statistical sampling methodologies required by the OIG, and experienced auditors/reviewers. The curricula vitae/profiles of Mr. Caplan, Mr. Anliot, and Mr. Britt are attached hereto as Exhibit D.

(d) The certification of independence for AMI and the certification of independence for subject matter expert Brian Britt are attached hereto as Exhibit E.

7. Description of the Risk Assessment and Internal Review Process Required by Section III.E of the CIA

Upon implementation of the CIA, Gold Coast contracted with a vendor to perform a focused risk assessment of its compliance program. Gold Coast is currently reviewing the results and formalizing the work plan, the corrective action plans, and the subsequent internal audit plan. The work plan, corrective action plans, and internal audit plan will be presented to the Compliance Committee for review and approval. Gold Coast's approach to risk management is discussed below.

(a) Gold Coast Risk Management Program. The Chief Compliance Officer and the Compliance Committee are responsible for implementation and oversight of the risk assessment and internal review process. The risk assessment and internal review process shall be conducted at least annually and shall require, at a minimum, the following items:

- (i) Identify and prioritize organizational risk.
- (ii) Develop work plans and/or audit plans, as appropriate, related to identified risk areas.
- (iii) Implement the work plans and audit plans from identified risks.
- (iv) Develop corrective action plans in response to the results of any internal audits or reviews performed as a part of the work plans and audit plans.
- (v) Track the implementation of the work plans and any corrective action plans and assess the effectiveness of such plans.

Subsequent to the conduct of the risk assessment and internal review, the Compliance Officer will provide a summary of each of the areas set forth above for each Reporting Period.

(b) Gold Coast Enterprise Risk Management. Gold Coast uses risk management methodologies to enable the identification, prioritization, and management of operational risk across the organization. The end goal is to have a holistic approach for Gold Coast to follow to provide

transparency across the organization for risk and making business decisions based upon the defined risks and mitigation strategies. This approach is known internally as the Enterprise Risk Management Framework (“ERM Framework”). The ERM Framework provides a structured, yet flexible approach to managing risk for the organization using a standard risk language, risk assessment tools, and centralized risk register to keep the information accessible to decision makers across the organization. The ERM Framework includes the following risk framework activities to use as a basis to achieve a successful Enterprise Risk Management Program:

- (i) Define Internal Environment;
- (ii) Development and Objective Setting;
- (iii) Identification and Assessment;
- (iv) Response and Mitigation;
- (v) Information and Communication; and
- (vi) Monitoring and Improvements.

Risks areas are identified through several ways which include the Department of Health Care Services (“DHCS”) Medical Audit, Member Grievance and Appeals, Provider Complaints, Joint Operating Meetings, or employee referrals. The ERM Framework will include a focus on risks associated with Gold Coast’s participation in the Federal health care programs, including but not limited to the risks associated with the submission of claims for items and services furnished to Medicaid program beneficiaries and the Anti-Kickback Statute risks associated with Arrangements.

8. Description of Disclosure Program Required by Section III.F of the CIA

Gold Coast compliance policies require employees, board members, and providers to report compliance concerns, questionable conduct or practices, and suspected or actual violations immediately upon discovery. Policies and procedures to be followed include the Compliance Incident and Escalation policy, FWA Identification Reporting and Investigation policy, and Anti-Kickback Statute policy. Reminders accompanied by instructions on how to report compliance and FWA issues are also provided to board members, employees, members and providers in newsletters, on the Gold Coast website, in trainings, and at meetings.

Gold Coast has established multiple reporting mechanisms to receive, record and respond to compliance questions, potential non-compliance issues and/or FWA incidents or activities. The reporting can be anonymous and confidential (to the extent permitted by applicable law and circumstances). The following are encouraged reporting mechanisms: report directly to management or executive staff, call the compliance hotline, report on the

compliance portal, report directly to the compliance officer, and/or report directly to the office of compliance. The use of the compliance hotline and portal may be anonymous. Upon receipt of a report, the Compliance Officer (or designee) shall follow appropriate policies and procedures to promptly review, investigate, and resolve such matters.

The Compliance Officer (or designee) shall record all disclosures, whether or not related to a potential violation of criminal, civil or administrative law related to the Federal Health Care program, on a disclosure log. The disclosure log shall include the following information: a summary of each disclosure received, whether the report is anonymous or not, the date the disclosure was received, the individual or department responsible for reviewing the disclosure, the status of the review, any corrective action taken in response to the review, and the date the disclosure was resolved.

Failure to report known violations, failure to detect violations due to negligence or reckless conduct and making false reports may constitute grounds for disciplinary action, up to and including, recommendation for removal from appointment, termination of employment or termination of provider contract, where applicable. Gold Coast maintains and supports a non-retaliation policy governing good-faith reports of suspected or actual non-compliance and/or FWA.

9. Description of the Ineligible Persons Screening Required by Section III.G of the CIA

Gold Coast screens all prospective officers, board members, employees, and contractors who furnish patient care items or services or perform billing, coding, and state Medicaid rate development or reporting functions on behalf of Gold Coast (collectively, "Covered Persons") against the OIG-LEIE, GSA-SAM, the DHCS Medi-Cal Suspended & Ineligible Provider Lists, the Medi-Cal Restricted Provider Database, the Medi-Cal Procedure/Drug Code Limitation List, and the CMS Preclusion List (collectively, "Exclusion Lists") prior to engaging their services and as part of the hiring or contracting process. As part of the hiring/onboarding and/or contracting process and throughout their affiliation, Gold Coast requires individuals to disclose whether they are Ineligible Persons.

Gold Coast, using software, then monthly screens all Covered Persons against the Exclusion Lists. Additionally, Gold Coast conducts internal monitoring of its Provider roster, as well as applicable staff and management, to ensure that the status of such individuals has not changed whereby they are no longer eligible to provide services to Gold Coast's members. This monitoring consists of reviewing grievances, call logs, and other relevant materials as to the quality of services provided to Gold Coast's members.

The Compliance Officer (or designee) will review reports from Gold Coast staff or management who conduct the status review and maintain the results of the review. Gold

Coast staff or management shall immediately notify the Compliance Officer (or designee) of a Covered Person's failure to maintain the status that such designation requires.

Once Gold Coast has actual notice that a Covered Person has become an Ineligible Person, Gold Coast will immediately remove the person from any position, including employment, for which the Covered Person's compensation or the items or services furnished, ordered or prescribed by the Covered Person are paid for in whole or in part, directly or indirectly, by any Federal health care program(s) from which the Covered Person has been excluded. Such person will be removed at least until they are reinstated into participating in such Federal health care program(s). The Compliance Officer coordinates with Human Resources to ensure that any Covered Person found to be ineligible through the screening process or through self-disclosure is immediately removed from any position of employment and/or any contract is immediately suspended or terminated, at least until the Covered Person is once again eligible to participate in the Federal health care program from which they were previously excluded.

Gold Coast will, within 30 days after determination of any Ineligible Person, notify OIG in writing of such Ineligible Person. The Compliance Officer is responsible for such notification.

10. Description of Gold Coast's Corporate Structure, Including Identification of Any Parent and Sister Companies, Subsidiaries, and their Respective Lines of Business

Gold Coast is an independent public entity governed by the Commission. The Commission comprises locally elected officials, providers, hospitals, clinics, the county healthcare agency, and consumer advocates. Gold Coast does not have any parent or sister companies or subsidiaries.

11. List of All of Gold Coast's Locations and the Corresponding Name Under which Each Location is Doing Business

The following locations and mailing addresses constitute all of Gold Coast's locations. All locations are doing business under "Gold Coast Health Plan."

- (a) Gold Coast Health Plan
711 E. Daily Drive, Suite 106
Camarillo, CA 93010-6082

- (b) Gold Coast Health Plan
Attn: Claims
P.O. Box 9152
Oxnard, CA 93031-9152

- (c) Gold Coast Health Plan
Attn: Correspondence
P.O. Box 9153
Oxnard, CA 93031-9153
- (d) Gold Coast Health Plan
Attn: Grievances
P.O. Box 9176
Oxnard, CA 93031-9176

12. Certifications by the Compliance Officer and Chief Executive Officer

The applicable certifications by Robert Franco, Chief Compliance Officer, and Nicholas Liguori, Chief Executive Officer, are attached hereto as Exhibit F. Both certify the following:

- (a) To the best of his or her knowledge, except as otherwise described in the report, Gold Coast has implemented and is in compliance with all of the requirements of the CIA;
- (b) He or she has reviewed the report and has made reasonable inquiry regarding its content and believes that the information in the report is accurate and truthful; and
- (c) He or she understands that the certification is being provided to and relied upon by the United States.

EXHIBIT A

Management Certification Policy

POLICY AND PROCEDURE	
TITLE: Management Certification	
DEPARTMENT: Compliance	POLICY #:
EFFECTIVE DATE: 11/7/22	REVIEW/REVISION DATE:
COMMITTEE APPROVAL DATE: 11/7/22	RETIRE DATE: N/A
PRODUCT TYPE: Medi-Cal	REPLACES: N/A
	CEO SIGNATURE:

I. Purpose

- A. This policy describes the process to ensure that divisions and departments of Gold Coast Health Plan (“GCHP”) are in compliance with applicable Federal health care program requirements and the requirements of the Corporate Integrity Agreement (“CIA”) between the Office of the Inspector General (“OIG”) of the United States Department of Health and Human Services (“HHS”) and GCHP.

II. Policy

- A. Under the CIA, Certifying Employees are required to monitor compliance within the divisions or departments for which they are responsible.
- B. Certifying Employees must annually certify that the GCHP division or department for which they are responsible is in compliance with Federal health care program requirements and the requirements of the CIA.

III. Definitions

“**Certifying Employees**” mean any of the following individuals: Chief Executive Officer (“CEO”), Chief Financial Officer, Chief Compliance Officer, Chief Medical Officer, Chief Policy Officer, and Chief Information Officer.



IV. Procedure

- A. Certifying Employees must complete all certifications **annually**. Certifications are due to GCHP's Compliance Department on or before **August 1** of each year for the duration of the CIA.
- B. Ninety (90) days prior to August 1, GCHP's Compliance Officer will provide to each Certifying Employee a list of compliance policies and procedures in the Certifying Employee's division or department to which they must certify compliance.
- C. The Certifying Employee will identify staff in their division or department who must supply information to support the certification. Alternatively, the Certifying Employee may determine sub-certifications are required.
- D. Thirty (30) days prior to August 1, the Certifying Employee (with the exception of the Chief Executive Officer) must provide a report certifying compliance as well as the certification itself. The report and certification must be provided to GCHP's Compliance Department.
 - o Each Certifying Employee shall certify as follows: "I have been trained on and understand the compliance requirements and responsibilities as they relate to [insert name of division or department], an area under my supervision. My job responsibilities include ensuring [insert name of division or department]'s compliance with all applicable Federal health care program requirements, requirements of the Corporate Integrity Agreement, and Gold Coast's policies and procedures. To the best of my knowledge, the [insert name of division or department] is in compliance with all applicable Federal health care program requirements and the requirements of the Corporate Integrity Agreement. I understand that this certification is being provided to and relied upon by the United States."
- E. If any Certifying Employee is unable to provide the certification, the Certifying Employee must provide to GCHP's Compliance Department a written explanation of the reasons why they are unable to provide the certification.
- F. Upon receipt of all Certifying Employees' reports and certifications, GCHP's Compliance Department will forward **all reports and certifications** to the CEO for review and certification.
- G. The CEO must review all reports and certifications. Upon review, the CEO may seek additional information if they determine such is necessary.
- H. After review, the CEO must submit their certification to the Compliance Officer by **August 1**.

V. Attachments

N/A

VI. References



- A. Corporate Integrity Agreement between the Office of the Inspector General of the United States Department of Health and Human Services and Gold Coast Health Plan.

VII. Revision History

STATUS	DATE REVISED	REVIEW DATE	REVISION SUMMARY
Created	11/7/22		
Approved		11/7/22	by GCHP Compliance Committee
Retired			

Gold Coast Health Plan Approval: Signatures on File in C360

EXHIBIT B

Training Plan

POLICY AND PROCEDURE	
TITLE: Training Plan	
DEPARTMENT: Compliance	POLICY #:
EFFECTIVE DATE: 11/07/2022	REVIEW/REVISION DATE:
COMMITTEE APPROVAL DATE: 11/07/2022	RETIRE DATE: N/A
PRODUCT TYPE: Medi-Cal	REPLACES: N/A
	CEO SIGNATURE:

I. Purpose

- A. This policy describes the Training Plan for Covered Person training Gold Coast Health Plan (“GCHP”) to ensure that all Covered Persons are trained in compliance with applicable Federal health care program requirements and the requirements of the Corporate Integrity Agreement (“CIA”) between the Office of the Inspector General (“OIG”) of the United States Department of Health and Human Services (“HHS”) and GCHP.

II. Policy

- A. Under the CIA, Covered Persons are required to complete training annually on the requirements for federal health care program compliance and the CIA.
- B. GCHP is required to develop a Training Plan to satisfy the CIA requirements as set forth below.

III. Definitions

“**Covered Persons**” means (a) all owners who are natural persons, officers, board members, and employees of Gold Coast; and (b) all contractors who furnish patient care items or services or perform billing, coding, and state Medicaid rate development or reporting functions on behalf of Gold Coast, but excluding healthcare providers or suppliers contracted by Gold Coast for the delivery of Medicaid services as part of Gold Coast’s network subject to the standards at 42 C.F.R. § 438.68.

IV. Training Plan

- A. Categories of Covered Persons required to attend training and Training Topics:
- Members of the Ventura County Medi-Cal Managed Care Commission dba GCHP (referred to herein as “Commission”) Compliance Oversight Committee (“COC”) responsible review and oversight of the compliance program.
 - Training Topics: CIA requirements, COC responsibilities under the CIA, key federal health care program risks for GCHP, oversight areas, review of OIG’s guidance on health care board responsibilities, elements of an effective compliance program, and approaches to conducting effective oversight of a health care organization.
 - GCHP Employees who are responsible for Compliance and Human Resources
 - Training Topics: Detailed review of CIA requirements, Compliance Program responsibilities under the CIA, including the role of the Internal Compliance Committee; key federal health care program laws related to False Claims, Anti-Kickback Statute, and Exclusion Authorities, key compliance risks for GCHP with a focus on Overpayments, Anti-Kickback Statute, and Ineligible Persons; review of revised or newly adopted policies.
 - GCHP Employees who are responsible for Provider and Network Operations and Health Services
 - Training Topics: Detailed review of CIA requirements, key federal health care program laws related to False Claims, Anti-Kickback Statute, and Exclusion Authorities, key compliance risks for GCHP with a focus on Anti-Kickback Statute issues in the context of GCHP programs; review of revised or newly adopted policies related to the Anti-Kickback Statute and related federal healthcare program requirements.
 - GCHP Employees who are responsible for Operations and Finance, and contractors that are responsible for GCHP reporting and/or rate development
 - Training Topics: Detailed review of CIA requirements, key federal health care program laws related to False Claims, Anti-Kickback Statute, and Exclusion Authorities, key compliance risks for GCHP with a focus on Overpayment issues in the context of GCHP programs and fraud prevention; the Medical Loss Ratio review by an Independent Auditor, and review of revised or newly adopted

policies related to the Anti-Kickback Statute and related federal healthcare program requirements.

- C. Length and Format of the Training Session: Training sessions for Year 1 will be for 90 minutes for the COC and 45 minute for each of the GCHP employees/vendors groups identified above. Year 1 training will take place in November – December. It will be in person training for the COC and GCHP employees. For future years, training may be delivered in a recorded format for GCHP employees. For contractors, training will be delivered in a recorded format. Contractors will be required to document that the training was completed for all persons on the GCHP account.
- D. Training Records: GCHP shall record attendance at all in-person trainings. Attendees will be required to be on camera for all training that takes place remotely. Training records will be retained for a minimum of six years after August 11, 2022.

V. Attachments

N/A

VI. References

- A. Corporate Integrity Agreement between the Office of the Inspector General of the United States Department of Health and Human Services and Gold Coast Health Plan.

VII. Revision History

STATUS	DATE REVISED	REVIEW DATE	REVISION SUMMARY
New	11/07/2022		
Approved		11/07/2022	GCHP Compliance Committee
Retired			

Gold Coast Health Plan Approval: Signatures on File in C360

EXHIBIT C

Executed Contract between Gold Coast and Affiliated
Monitors, Inc. (“Master Services Agreement”)

Executed Statement of Work No. 1 to Master Services
Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between Ventura County Medi-Cal Managed Care Commission doing business as Gold Coast Health Plan, a California public entity established under the laws of the State of California ("GCHP"), and **Affiliated Monitors, Inc.**, a Massachusetts Company, ("Contractor"), is effective as of November 1, 2022 ("Effective Date").

SECTION 1: SERVICES

1.1 Description of Services. Contractor shall perform the services and provide all of the items to be delivered to GCHP ("Deliverables") described in statements of work (each, a "Statement of Work" or "SOW") in a form substantially similar to that in Exhibit A attached hereto as well as any Change Order (defined below) (collectively, the "Services"). The Services described in any SOW may be referred to herein as a "Project." If executed by both parties, Exhibit A shall constitute the first SOW. Each SOW and Change Order executed by both parties is incorporated into this Agreement. The SOW shall become effective upon the issuance of a GCHP purchase order, which is a written authorization to provide specified Services to GCHP at a specified price (the "Purchase Order") by an authorized member of GCHP's Procurement Services organization (the "Authorized Procurement Representative").

1.2 Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) the Corporate Integrity Agreement between the Office of Inspector General, Health and Human Services and GCHP effective August 11, 2022; (2) the Business Associate Agreement; (3) this Agreement; (4) the Scope of Work, unless a single separate and distinct section within the SOW or Change Order (a) is labeled as the "MSA Override" section, and (b) expressly identifies both the provision within this Agreement that is being overridden by the SOW or Change Order, in which case the provision within the SOW or Change Order shall prevail over this Agreement; (4) the Request for Proposals to which Contractor responded ("RFP"); and (5) Contractor's response to such RFP Proposal. Each document identified in this Section is a part of this Agreement and is incorporated herein by this reference. Any requirement or obligation of Contractor set forth in the RFP shall be deemed a part of the general terms and conditions of this Agreement unless the Parties expressly agree to exclude any such requirement from this Agreement. Each document identified in this Section is a part of this Agreement and is incorporated herein by this reference.

1.3 Transition Services. Upon GCHP's request during the Term (defined below) and at any time during the first six (6) months following the expiration or termination of

this Agreement ("Transition Period"), Contractor shall make available to GCHP all services necessary for an orderly migration to GCHP or a replacement contractor designated by GCHP including providing at no cost or expense to GCHP all GCHP files in HTML format (or such other mutually agreed format) and all data and other property of GCHP that are in the possession of Contractor, its employees, agents and subcontractors. Contractor shall provide transition assistance utilizing Contractor personnel then being regularly used to perform the Services. For transition assistance (excluding the return of GCHP files, data and other property) for which there is a predetermined Charge (defined below) in a SOW, such pre-determined Charge shall apply. For transition assistance for which there is no predetermined Charge in an SOW, Contractor shall charge its then-current hourly rates, less a twenty-five percent (25%) discount. In the event GCHP terminates this Agreement or any SOW due to Contractor's breach of this Agreement or an applicable SOW, Contractor shall not be entitled to any compensation or remuneration for transition services provided by Contractor during the Transition Period.

1.4 Non-Exclusivity. GCHP retains the right at all times to negotiate terms and enter contracts with any other person or entity for services that are the same or similar to the Services without notice to Contractor and without incurring any liability by virtue thereof.

1.5 Place of Performance. Except as expressly described in an SOW, Contractor shall not perform the Services or any portion thereof, nor send or make available any Confidential Information (defined below) of GCHP or individually identifiable health information outside the United States. If during the term of this Agreement, or at any time after the Effective Date of this Agreement, it is determined that Contractor is in breach of this Section, GCHP shall have, in its sole discretion, the right to immediately terminate this Agreement.

SECTION 2: PAYMENT

2.1 Charges. In full consideration for Contractor's performance of the Services described in an SOW or Change Order, GCHP shall pay the charges and expenses expressly described in the Compensation section in such SOW in accordance with its terms and

this Agreement (“Charges”). Contractor is not entitled to any compensation or remuneration other than the Charges. All payments by GCHP to Contractor pursuant to this Agreement are due and payable within forty-five (45) calendar days of receipt by GCHP of an undisputed invoice after Acceptance (defined below) of a Service, or Deliverable or Milestone (as defined in the SOW).

2.2 Invoice Detail. Each invoice shall show: (i) the SOW number to which the invoice relates; (ii) the Purchase Order Number of the GCHP Purchase Order relating to the SOW; (iii) the GCHP billing information identified on the applicable SOW; and (iv) the specific items billed, including hours billed for each Contractor Personnel performing under each SOW. GCHP, in its sole discretion, may refuse to pay any invoice that does not contain the required information and, instead, may return the invoice to Contractor within thirty (30) days of receipt. In such event, GCHP shall not be obligated to pay any sums billed by such returned invoice until thirty (30) days after GCHP receives a properly corrected invoice therefor.

2.3 Mailing of Invoices. Each invoice shall be mailed, in duplicate, to GCHP at the following address:

GOLD COAST HEALTH PLAN
711 E DAILY DRIVE
SUITE 106
CAMARILLO, CA 93010
Attention: Accounts Payable

E-mail Invoices. Invoices may also be submitted to GCHP using the following e-mail address: Accountspayable@goldchp.org.

2.4 Additional Charges. Contractor may not charge GCHP any additional amounts for Services or Deliverables for which an invoice has been rendered, except where a particular invoice (i) indicates that certain Charges are incapable of being determined as of the date of such invoice and (ii) Contractor provides an estimate of such Charges so that GCHP can make appropriate accruals, in which event Contractor may include such Charges on a later invoice. However, under no circumstances shall GCHP be liable for any Charges presented to GCHP more than ninety (90) days after the date the underlying Services/Deliverables or expenses were provided or incurred, as the case may be. GCHP may deduct from an invoice any credits or other amounts Contractor owes GCHP hereunder. In the event of a dispute regarding an invoice, the parties shall negotiate in good faith to resolve such dispute as soon as practicable. If the dispute is not resolved informally, it shall be subject to the dispute resolution procedures set forth in Section 14.

2.5 Overpayment and Recovery.

(a) In the event that Contractor identifies an overpayment, duplicate payment or other excess payment (“Overpayment”) Contractor shall report within sixty (60) calendar days of the date of identification of the Overpayment to GCHP’s Compliance Officer at Gold Coast Health Plan, 711 E. Daily Drive, Suite #106 Camarillo, CA 93010-6082, Fax: (805) 437-5132, compliance@goldchp.org. The report shall include the amount of Overpayment identified and the reason for the Overpayment. Contractor also shall make repayment to GCHP within sixty (60) calendar days of the date of identification of the Overpayment.

(b) In the event that GCHP determines that Contractor has received an Overpayment, GCHP shall notify Contractor of the amount of Overpayment identified and the reason for the Overpayment. Such written notice shall identify the funds claimed to be overpaid or paid in duplicate, the reason GCHP maintains such paid funds were not provided for under this Agreement or overpaid. Contractor shall make repayment of any undisputed Overpayment to GCHP within sixty (60) calendar days of written notification by GCHP.

(c) If Contractor fails to make repayment of the Overpayment in accordance with subsection a. and b. above, then in addition to any other contractual or legal remedy, GCHP may recover the amounts owed by way of offset or recoupment from current or future amounts due Contractor by giving Contractor not less than thirty (30) calendar days’ notice.

(d) As a material condition to GCHP’s obligations under this Agreement, Contractor agrees that the offset and recoupment rights set forth herein shall be deemed to be and to constitute rights of offset and recoupment authorized to the maximum extent legally permissible in law or in equity. Such rights shall not be subject to any prior requirement or approval from any court or governmental authority that may now or hereafter have jurisdiction over GCHP and/or Contractor.

(e) This Section shall survive Termination of this Agreement.

2.6 Availability of Funds. Payment to Contractor is subject to GCHP’s corresponding receipt of funding from the Department of Health Care Services (“DHCS”), the Centers for Medicare and Medicaid Services (“CMS”), or any other governmental agency providing revenue to GCHP, as applicable (“Governmental Agencies”). If payments from Federal or State governmental agencies are terminated or reduced, GCHP may terminate the Agreement or adjust the rate of payment as set forth above. If GCHP’s payment from Federal or other Governmental Agencies are delayed, GCHP may extend the time to make payment to Contractor upon prompt written notification of such delay. Contractor shall not suspend or terminate this

Agreement due to a delayed receipt of payment if such delay results from a corresponding delay in GCHP's receipt of payment from Federal or State Governmental Agencies, provided that such delays do not exceed ninety (90) days and GCHP has notified Contractor as set forth above. Within fifteen (15) days following GCHP's receipt of payment from Federal or State Governmental Agencies, GCHP shall make payment to Contractor for the applicable time period. Notwithstanding the foregoing, Contractor shall receive payment for services rendered and obligations incurred prior to termination or amendment of the Agreement. Contractor agrees to hold harmless both the State and GCHP members in the event that GCHP cannot or will not pay for services performed by Contractor pursuant to this Agreement. This Agreement is subject to any restrictions, limitations, or conditions enacted by the Congress or State Legislature or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2.7 Expense Reimbursement. GCHP shall not be responsible for reimbursement of Contractor's reasonable expenses incurred in the performance of Services pursuant to this Agreement except to the extent the issued SOW so provides. If, and to the extent that the SOW requires GCHP to reimburse any such expenses of Contractor, such reimbursement shall be subject to the GCHP's Reimbursable Expense Guidelines, attached hereto as Exhibit B, and incorporated herein by reference.

2.8 Taxes. Contractor agrees to pay and hold GCHP harmless against any penalty, interest, additional tax or other charges that may be levied or assessed as a result of the delay or failure of Contractor to pay any tax, file any return or provide information required by law, rule or regulation.

2.9 Sales and Use Taxes. GCHP shall be solely responsible for the payment of any and all sales and use taxes assessed by any governmental authority with respect to the Services performed under this Agreement.

2.10 Records and Audit. Contractor agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and Services furnished under this Agreement available for the purpose of a government audit, inspection, evaluation, examination or copying at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California.

(a) Record Maintenance and Retention. Contractor shall maintain complete and accurate records to validate and document Contractor's (i) compliance with this Agreement, (ii) performance of the Services, and (iii) Charges for Services and/or the Deliverables, all in

accordance with general standards applicable to such book or record keeping consistently applied. Such records, including all Encounter Data, shall be maintained consistent with Contractor's records retention policy. Contractor shall furnish any record, or copy of it, to DHCS or any other entity listed in this Section at Contractor's sole expense.

(b) Audit by California Auditor General. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), Contractor shall be subject to the examination and audit by the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement (California Government Code Section 8546.7). Any such audit will be conducted upon reasonable notice and during regular business hours, and shall be at GCHP's expense, unless such audit reveals an overcharge of more than five percent (5%), in which event Contractor shall reimburse GCHP the cost of such audit. Contractor shall provide reasonable assistance to GCHP or its designated agent to conduct audits. All overcharges revealed by any audit hereunder shall be immediately reimbursed to GCHP.

(c) Audit by State and Federal Agencies. Contractor shall permit DHCS, CMS, the Federal Department of Health and Human Services ("DHHS") Inspector General, the Federal Comptroller General, the Federal and California Departments of Justice ("DOJ"), the California Department of Managed Health Care ("DMHC"), and their designees to inspect, examine, or copy all applicable books and records, and the premises in which it is being performed. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives of State or Federal agencies in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work. If DHCS, CMS, or the DHHS Inspector General determine there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate or audit the Contractor at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to: (i) suspend or terminate Contractor from participation in the Medi-Cal program; (ii) seek recovery of payments made to Contractor; (iii) impose other sanctions provided under the State or GCHP; and (iv) direct GCHP to terminate this Agreement due to fraud.

SECTION 3: CHANGES; DELAYS; AND SERVICE CREDITS

3.1 Change Orders. If either party desires a change in the Services or Deliverables, the desired change and any resulting change to the Charges shall be specified in a written document presented to the other party ("Change Order"). Contractor shall be entitled to an additional charge described in a Change Order only if Contractor provides to GCHP a written proposal for

such change or increase in scope. If such proposal is accepted, Contractor shall be compensated at the rates set forth in the SOW and/or at such other fixed price mutually agreed upon in writing. Contractor shall not perform any services not described in an SOW or a Change Order and shall not be entitled to any compensation or remuneration unless such SOW or Change Order has been signed by an appropriate GCHP employee with sufficient authority to bind GCHP to the SOW or Change Order. Contractor acknowledges and agrees that a SOW or Change Order may require additional GCHP approvals. Notwithstanding anything in this Agreement to the contrary, GCHP shall have the right, upon written notice to Contractor, to suspend in whole or in part the delivery of any Services or Deliverables, and the parties shall negotiate in good faith any adjustments in prices or ship dates necessitated by such suspension.

3.2 Delays. If Contractor has failed or is likely to fail to provide the Services on time, Contractor shall, at Contractor's expense, provide as many additional Contractor personnel as necessary to meet the performance timelines. Contractor shall inform GCHP as early as possible of any anticipated delays in the Services and of the actions being taken to ensure completion of the Services within a time period acceptable to GCHP. GCHP's acceptance of additional personnel as provided herein shall not be construed or implied to constitute a waiver of any of GCHP's rights under the terms of this Agreement.

3.3 Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by an event (including, fire, flood, terrorism, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders) beyond the reasonable control of such party, provided (i) the non-performing party is without fault in causing such default or delay, (ii) such default or delay could not have been prevented by reasonable precautions (including the implementation of, and adherence to, a prudent disaster recovery and business continuity plan), and (iii) such default or delay could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

3.4 Service Credits. To the extent described in an SOW, GCHP may be entitled to credits against the Charges as a result of Contractor's failure to meet service levels that are subject to such credits. Alternatively, GCHP may make a claim for damages against Contractor arising out of Contractor's failure to meet such service levels; provided, however, that if GCHP had previously received any service level credits as a result of such failure, then the amount of damages to which GCHP is entitled under its subsequent claim shall be reduced by the amount of any service level credits previously accepted by GCHP with respect to

such failure. This right shall not limit any other rights of the parties in this Agreement.

3.5 Changes to DHCS Agreement. GCHP shall inform Contractor of prospective requirements added by DHCS to this Agreement before the requirement would be effective, and obtain Contractor's agreement to comply with the new requirements within thirty (30) days of the effective date, unless otherwise instructed by DHCS and to the extent possible.

SECTION 4: PROJECT MANAGEMENT

4.1 Contractor Project Personnel. Contractor shall staff each Project with sufficient qualified personnel to complete its obligations hereunder. Contractor shall promptly replace any such individual upon GCHP's reasonable request, and shall not otherwise remove, replace or reassign any individuals identified in the applicable SOW as Key Contractor Personnel without GCHP's prior written consent, provided that Contractor reserves the right to terminate the employment of any person without the consent of GCHP. Contractor shall cooperate with third parties working on GCHP's behalf.

4.2 Project Reports. Unless specified otherwise in the applicable SOW, Contractor shall present to GCHP a written status report of the Project and its progress, on a task-by-task basis, including, without limitation, Contractor hours expended if charged on an hourly basis and any impediments to the timely completion of the Project, all sufficiently in advance to permit GCHP to compensate for, or work around, such impediment. These reports shall include any unanticipated issues and recommendations for dealing with such issues.

SECTION 5: ACCEPTANCE

GCHP shall have thirty (30) calendar days from the date the Deliverables and Services are delivered to and received by GCHP to review and test them to ensure they conform to their specifications, documentation and SOW. GCHP shall notify Contractor of the existence of any defect and Contractor shall, at no cost or expense to GCHP, work promptly and diligently to correct such defect within twenty (20) calendar days of GCHP's notice to Contractor of such defect. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by GCHP, and the cost thereof shall be charged to Contractor. If GCHP determines the Deliverables and Services (as corrected, if applicable) contain no defects, GCHP shall provide Contractor a written notice of acceptance ("Acceptance"). No other event shall constitute Acceptance. Acceptance by Contractor of the final payment made under this Agreement shall operate as a release of GCHP from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services.

Absence of any negotiation of GCHP's check or the failure to make a written claim for extra compensation within ten (10) calendar days of the receipt of that check shall constitute acceptance of payment. However, approval or payment by GCHP shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors, agents for the accuracy or completeness of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by GCHP for any defect or error in the future.

**SECTION 6:
WARRANTIES; COMPLIANCE WITH LAW**

6.1 Service and Performance Warranty. Contractor represents and warrants that it (a) has the experience and skill to perform the Services in this Agreement; and (b) shall perform the Services in a timely, competent, workmanlike manner and in conformance with the requirements of this Agreement, and (c) that all Deliverables shall conform to their documentation, functional specifications and requirements for one (1) year from the date of Acceptance (the "Warranty Period"). In the event the Services or Deliverables do not conform to this warranty, Contractor shall, at no cost or expense to GCHP, promptly correct, re-perform and, as applicable, re-deliver the Services and Deliverables. The Warranty Period shall be extended for every day the Services or Deliverables do not conform to this warranty.

6.2 Pass-Through Warranty. If applicable, Contractor shall pass through to GCHP any product and third party warranties and indemnities associated with the Services. If Contractor is not permitted to pass-through such warranties, Contractor shall assert and enforce such warranties and indemnities on behalf of GCHP.

6.3 Mutual Warranties. Each party represents and warrants to the other that: (i) it is validly existing under the laws of the state of its formation and has the full right, authority, capacity and ability to enter into this Agreement and to carry out its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and (iii) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is bound.

6.4 No Other Warranties. Except for the express warranties set forth herein, each party disclaims all other warranties, express and implied, including warranties of merchantability and fitness for a particular purpose.

6.5 Compliance with Law and Policies. Contractor shall provide the Services in compliance with the requirements of all applicable Federal, State and local

laws, ordinances, regulations and codes, including those laws applicable to the DHCS Medi-Cal Managed Care Program and governing the DHCS contract with GCHP for Medi-Cal managed care, and, if applicable, the Health Insurance Portability and Accountability Act (collectively, "Law"). Contractor agrees to comply with any provision required to be in this Agreement by such DHCS contract with GCHP ("Medi-Cal Agreement"), which is incorporated in this Agreement by reference, and any GCHP policies and procedures that have been provided to Contractor at least thirty (30) days in advance of implementation. Contractor agrees to report any violation of Law or GCHP policies or procedures committed by Contractor or, its employees, agents, workforce members, or subcontractors in the performance of the Services to GCHP's Ethics Hotline at (888) 866-1366 or GCHP's Ethics Officer at GCHP's address for Notices.

**SECTION 7:
INTELLECTUAL PROPERTY AND
CONFIDENTIALITY**

7.1 Confidential Information. For the purposes of this Agreement, "Confidential Information" means any software, data, business, financial, operational, customer, contractor or other information disclosed by one party to the other and not generally known by or disclosed to the public. Confidential Information shall include any and all Personal Information, defined as any information that is or includes personally identifiable information, including, but not limited to, name, address and any unique personal identification number. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a party at the time of receipt from the other party, provided such knowledge or possession was not the result of a violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a party; (c) rightfully obtained by a party from any third party having a right to disclose such information without breach of any confidentiality obligation by such third party; or (d) developed by a party independent of any disclosure hereunder.

7.2 Health Information. All services performed by Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code Section 56 et seq., California Welfare and Institutions Code Sections 5328, 10850 and 14100.2, Health and Safety Code Sections 11977 and 11812, 22 California Code of Regulations Section 51009, 45 Code of Federal Regulations Parts 160, 162, and 164, and 42 Code of Federal Regulations Section 2.1 et seq. Contractor shall submit to GCHP reports certifying its compliance with all Federal and State statutes and regulations regarding confidentiality. To the extent the

services to be performed by the Contractor involve Protected Health Information as defined in the Health Insurance Portability and Accountability Act implementing regulations at 45 Code of Federal Regulations Section 160.103, Contractor shall execute and abide by the terms of the Business Associate Agreement between the Parties, which is incorporated by reference herein.

7.3 Confidentiality Obligations. Each party shall maintain all of the other party's Confidential Information in strict confidence and shall protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. If a party suffers any unauthorized disclosure, loss of, or inability to account for the Confidential Information of the other party, then the party to whom such Confidential Information was disclosed shall promptly notify and cooperate with the disclosing party and take such actions as may be necessary or reasonably requested by the disclosing party to minimize the damage that may result therefrom. Except as provided in this Agreement, a party shall not disclose (or allow the disclosure of) any Confidential Information of the other party without the prior written consent of such party. If a party is legally required to disclose the Confidential Information of the other party, the party required to disclose shall, as soon as reasonably practicable, provide the other party with written notice of the applicable order or subpoena creating the obligation to disclose so that such other party may seek a protective order or other appropriate remedy. In any event, the party subject to such disclosure obligation shall only disclose that Confidential Information which the party is advised by counsel as legally required to be disclosed. In addition, such party shall exercise reasonable efforts to obtain assurance that confidential treatment shall be accorded to such Confidential Information. Access to and use of any Confidential Information shall be restricted to those employees and persons within a party's organization who have a need to use the information to perform such party's obligations under this Agreement and are subject to a contractual or other obligation to keep such information confidential. A party's consultants and subcontractors are included within the meaning of "persons within a party's organization," provided such consultants and subcontractors have executed confidentiality agreements with provisions no less stringent than those contained in this Section. Additionally, GCHP may, in response to a request, disclose Contractor's Confidential Information to a regulator or other governmental entity with oversight authority over GCHP, provided GCHP (i) first informs Contractor of the request, and (ii) requests the recipient to keep such information confidential. Contractor and its subcontractors shall not use such Confidential Information for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor and its subcontractors shall promptly transmit

to the GCHP program contract manager all requests for disclosure of such Confidential Information.

7.4 Return of Confidential Information. All of a party's Confidential Information disclosed to the other party, and all copies thereof, are and shall remain the property of the disclosing party. All such Confidential Information and any and all copies and reproductions thereof shall, upon request of the disclosing party or the expiration or termination of this Agreement, be promptly returned to the disclosing party or destroyed (and removed from the party's computer systems and electronic media) at the disclosing party's direction, except that to the extent any Confidential Information is contained in a party's backup media, databases and email systems, then such party shall continue to maintain the confidentiality of such information and shall destroy it as soon as practicable and, in any event, no later than required by such party's record retention policy. In the event of any destruction hereunder, the party who destroyed such Confidential Information shall provide to the other party written certification of compliance therewith within fifteen (15) days after destruction.

SECTION 8: TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date and continue until the completion of all outstanding SOWs (collectively, "Term").

8.2. Termination Option in the Event of Unapproved Funding. If GCHP fails to secure approval for the Services from the Commission, GCHP shall have a one-time right to terminate this Agreement or any SOW by providing Contractor with written notice of termination. Such notice of termination must be received by Contractor on or before June 30, 2023. Such termination will be effective July 31, 2023, and GCHP will not be responsible for payment of any fee incurred after July 31, 2023.

8.3 Independent Review Organization Service Funding Approval. GCHP will present the Agreement to the Ventura County Medi-Cal Managed Care Commission, (the "Commission") to move forward with the ongoing Services. The ongoing Services shall continue until the contract expiration date of the Agreement, unless earlier terminated by either Party due to failure of GCHP to secure funding as set forth in Section 8.2.

8.4 Termination. Unless specified otherwise in the MSA Override section of an SOW, GCHP may terminate this Agreement and any SOW(s) for convenience without cost or penalty at any time upon thirty (30) days advance written notice to Contractor. In the event either party breaches any provision of this Agreement, the non-breaching party may terminate this Agreement without penalty or fee upon thirty (30) days advance written notice to the other party, provided such breach

is not cured within such thirty (30) day period. In the event GCHP terminates this Contract or a SOW for an uncured breach and it is later adjudicated that no breach occurred, the termination shall be deemed to have been made for convenience. Notwithstanding anything herein to the contrary, Contractor agrees that a good faith dispute regarding Charges that remain unpaid for fewer than sixty (60) days shall not be deemed to be a breach of this Agreement, and Contractor shall not suspend, delay or terminate this Agreement, any SOW, Deliverables or Services during such sixty (60) day period.

8.5 Immediate Termination or Suspension. GCHP may immediately suspend or terminate this Agreement in whole or in part, in GCHP's sole discretion, if Contractor has failed to cure a breach as required by the corrective action plan within thirty (30) days.

8.6 Effect of Termination. Upon the termination or expiration of this Agreement or any SOW, Contractor shall: (a) deliver to GCHP all Deliverables in whatever form or media they may then exist; (b) document the status of the Services that have been terminated and deliver such documentation to GCHP; and (c) deliver to GCHP all fees paid by GCHP for Services and Deliverables that remain unperformed or undelivered as of the date of termination as well as all GCHP property and materials that are in the possession of Contractor, its employees, subcontractors and agents. The termination or expiration of this Agreement or any SOW for any reason shall not affect GCHP's or Contractor's rights or obligations for any Services or Deliverables completed and delivered to GCHP prior to the date of termination, and GCHP shall pay all charges outstanding at the time of termination within forty five (45) days following submission of a final statement by Contractor.

8.7 Remedies. Notwithstanding anything in this Agreement to the contrary, where a breach of certain provisions of this Agreement may cause either party irreparable injury or may be inadequately compensable in monetary damages, either party may obtain equitable relief in addition to any other remedies which may be available. The rights and remedies of the parties in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.8 No Waiver. In no event shall any payment by GCHP constitute a waiver by GCHP of any breach by Contractor or any default which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to GCHP with respect to the breach or default.

SECTION 9: INDEMNITY

9.1 Indemnification.

(a) Contractor agrees to defend, indemnify and hold harmless GCHP, its affiliates and subsidiaries, and their officers, directors, commissioners, employees, agents and representatives (collectively, "GCHP Indemnitees") from and against all actions, suits, costs, damages, expenses, fines, penalties, settlements and judgments, and liabilities (including, without limitation, reasonable attorneys' fees and costs) ("Claims") arising out of or in connection with any breach of any representation or warranty of Contractor contained in this Agreement, or any breach of any covenant or other obligation or duty of Contractor under this Agreement or under applicable law, excluding Claims to the extent resulting from the sole negligence or wrongful acts of GCHP. GCHP agrees to notify Contractor promptly in writing of any such claim, following actual knowledge of such Claim, provided however that the failure to give such notice shall not relieve Contractor of its obligations hereunder except to the extent that Contractor is materially prejudiced by such failure.

(b) In the event that any third party Claim is brought, GCHP shall have the option at any time to either (i) tender its defense to Contractor, in which case Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent GCHP's interests at Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Contractor shall be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. GCHP shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of action, liabilities, or damages against it, notwithstanding that GCHP may have tendered its defense to Contractor. Any such resolution shall not relieve Contractor of its obligation to indemnify GCHP. Contractor agrees that any settlement, compromise or resolution Contractor enters into arising as a result of the Claims will not include any admission of wrongdoing by GCHP. The indemnification requirements set forth herein shall survive the termination of this Agreement.

(c) If the use of any Deliverables or Services is enjoined or threatened to be enjoined due to an alleged infringement or misappropriation, Contractor shall, at its discretion and expense: (i) procure the right for GCHP to continue using such Deliverables or Services; (ii) modify or replace the affected items with functionally equivalent or better items; or (iii) refund the amount paid by GCHP in connection with the affected Deliverables or Services. This Infringement indemnity section states Contractor's entire obligation, and GCHP's sole

remedy, for a third party's claim of infringement or misappropriation.

(d) GCHP agrees to defend, indemnify and hold harmless Contractor, its affiliates and subsidiaries, and their officers, directors, employees, agents and representatives (collectively, "Contractor Indemnitees") from and against all actions, suits, costs, damages, expenses, fines, penalties, settlements and judgments, and liabilities (including, without limitation, reasonable attorneys' fees and costs) ("Claims") arising out of or in connection with any breach of any representation or warranty of GCHP contained in this Agreement, or any breach of any covenant or other obligation or duty of GCHP under this Agreement or under applicable law, excluding Claims to the extent resulting from the sole negligence or wrongful acts of Contractor. Contractor agrees to notify GCHP promptly in writing of any such claim, following actual knowledge of such Claim, provided however that the failure to give such notice shall not relieve GCHP of its obligations hereunder except to the extent that GCHP is materially prejudiced by such failure.

9.2 No Guarantee of Protection from Disciplinary or Legal Action. Contractor makes no guarantee that its services will protect GCHP from disciplinary or legal action by any federal or state authority nor protect GCHP from any civil or criminal liability. GCHP agrees to hold Contractor (including its officers, directors, employees, agents and representatives) harmless for any misfeasance by GCHP in the performance of its services.

SECTION 10: **INSURANCE**

Contractor shall maintain insurance coverage and satisfy the requirements in the Insurance Addendum attached hereto at its sole cost and expense. If Contractor ceases operations or for any other reason terminates such insurance coverage, Contractor shall obtain other coverage for an extended claims reporting period of no less than two (2) years after the expiration or termination of this Agreement.

SECTION 11: **SUBCONTRACTORS**

11.1 Approval of Subcontracts. Contractor shall notify GCHP before entering into agreements with a subcontractor for the performance of the Services or portion thereof. Contractor shall be responsible for all acts or omissions of its subcontractors. Contractor shall ensure that any and all subcontractors are insured in accordance with the Insurance Addendum. GCHP shall not reimburse Contractor any amount for expenses in excess of Contractor's actual cost of reimbursing a subcontractor, or the maximum amount permitted by the GCHP's Reimbursable Expense Guidelines, whichever is less. Contractor agrees to notify GCHP in

the event the agreement with its subcontractor is terminated.

11.2 Copies of Subcontracts, Requirements.

(a) Contractor's agreements with subcontractors shall be in writing and shall bind subcontractors to the terms and conditions of this Agreement as applicable to the services provided by the subcontractor.

(b) Contractor shall require that the subcontractor: (a) make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, examination, or copying by DHCS, CMS, or the DHHS, Inspector General, the Comptroller General, DOJ, and DMHC, or their designees, and (b) retain all records and documents for a term consistent with Contractor's records retention policy.

11.3 Reports. Contractor shall submit all reports required by GCHP and shall cooperate with GCHP by collecting and sharing all data that GCHP is required to report to government agencies, accreditation entities, and other third parties.

11.4 Oversight and Monitoring. Nothing contained in this Agreement shall limit GCHP's right to perform its oversight and monitoring responsibilities of Contractor or its subcontractors, as required by applicable State and Federal law, as amended, programmatic requirements, or its contract with DHCS. Contractor shall comply with all monitoring provisions of this Agreement, including any RFP or SOW, and any monitoring requests by DHCS or GCHP.

(a) Authorized State and Federal agencies shall have the right to monitor all aspects of the Contractor's operations for compliance with the provisions of this Agreement and applicable Federal and State laws and regulations. Such monitoring activities shall include, but are not limited to, inspection and auditing of Contractor and subcontractor facilities, management systems and procedures, and books and records as deemed appropriate, at any time, pursuant to 42 CFR 438.3(h). The monitoring activities shall be either announced or unannounced.

(b) To assure compliance with this Agreement and for any other reasonable purpose, the State and its authorized representatives and designees shall have the right to access Contractor's premises, with or without notice to Contractor. This will include the Management Information System operations site or such other place where duties under the Agreement are being performed.

(c) Staff designated by authorized State agencies shall have access to all security areas and the Contractor shall provide, and shall require any and all of its

subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access shall be undertaken in such a manner as to not unduly delay the work of the Contractor and/or the subcontractor(s).

11.5 Disclosures. In accordance with 42 C.F.R. 438.608(c), Contractor and any subcontractors shall:

(a) Provide written disclosure of any prohibited affiliation under 42 C.F.R. 438.610;

(b) Provide written disclosures of information on ownership and control as required under 42 C.F.R. 455.104; and

(c) Report to DHCS within sixty (60) calendar days when it has identified the Capitation Payments or other payments in excess of the amounts specified in this Agreement.

11.6 Conflicts of Interest. Contractor shall ensure that its personnel do not have conflicts of interest with respect to GCHP and the Services. "Conflict of Interest" includes activities or relationships with other persons or entities that may result in a person or entity being unable or potentially unable to render impartial assistance or advice to GCHP, or the person's objectivity in performing the contract work is or may be impaired, or a person has an unfair competitive advantage.

SECTION 12: FRAUD AND ABUSE

12.1 Compliance with State and Federal Fraud and Abuse Laws. Contractor represents, certifies, and warrants that it is currently, and for the duration of this Agreement shall remain in compliance with all applicable State and Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to, applicable provisions of the Federal and State civil and criminal law, the program integrity requirements of 42 C.F.R. Section 438.608, the Federal False Claims Act (31 U.S.C. § 3729 et seq.), Employee Education About False Claims Recovery (42 U.S.C. § 1396a(a)(68)), the California State False Claims Act (Cal. Gov't Code § 12650 et seq.), and the anti-kickback statute (Social Security Act § 1128B(b)). Upon request by DHCS, Contractor shall demonstrate compliance with this provision, which may include providing DHCS with copies of Contractor's applicable written policies and procedures and any relevant employee handbook excerpts.

12.2 Fraud and Abuse. Contractor shall implement and maintain procedures that are designed to detect and

prevent Fraud, Waste, and Abuse including, but not limited to, the following:

(a) Fraud Reporting. Contractor shall report to GCHP's compliance officer all cases of suspected fraud, waste, and/or abuse, as defined in Title 42 of the Code of Federal Regulations, Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred, by subcontractors, members, providers, or employees within forty-eight (48) hours from the time Contractor first becomes aware of, or is on notice of, such activity. Contractor shall immediately report to GCHP any notices of investigations of Contractor relating to fraud, waste, or abuse. Upon the request of GCHP and/or the State, Contractor shall consult with the appropriate State agency prior to and during the course of any such investigations. Contractor shall comply with GCHP's anti-fraud plan, including its policies and procedures relating to the investigation, detection, and prevention of and corrective actions relating to fraud, waste and abuse.

(b) Suspended, Excluded, or Ineligible Employees or Contractors.

i. Contractor shall comply with 42 C.F.R. 438.608(a)(8) and 438.610. Additionally, Contractor is prohibited from employing, contracting or maintaining a contract with persons or entities for the provision of services related to this Agreement that are excluded, suspended or terminated from participation in the Medicare or Medi-Cal/Medicaid programs. Contractor shall notify GCHP immediately upon discovery of employment or contract with a person or entity that is excluded, suspended, or terminated. A list of suspended and ineligible providers is updated monthly and available on line and in print at the DHCS Medi-Cal Web site (<http://medi-cal.ca.gov>), by the DHHS, Office of Inspector General, List of Excluded Individuals and Entities (<http://oig.hhs.gov>), and the Federal System of Award Management (<http://www.sam.gov>). Contractor is deemed to have knowledge of any persons or entities on these lists.

ii. Contractor must notify GCHP within ten (10) working days of removing a suspended, excluded, or terminated provider from its employment or subcontract and confirm that the individual or entity is no longer receiving payments in connection with the Medicaid program.

SECTION 13: DISPUTE RESOLUTION

13.1 Government Claims Act. Contractor agrees to meet and confer in good faith to resolve any disputes that may arise under or in connection with this Agreement, with the exception of disputes related to the content of any reports submitted to the OIG or the analysis directed by the OIG. In all events and subject to the provisions of this Section which follow, Contractor shall comply with the provisions of the Government

Claims Act (Government Code Section 900, et. seq.) with respect to any dispute or controversy arising out of or in any way relating to this Agreement or the subject matter of this Agreement (whether sounding in contract or tort, and whether or not involving equitable or extraordinary relief) (a "Dispute").

13.2 Judicial Reference. A dispute between Contractor and GCHP arising out of this Agreement shall be heard and decided by a referee appointed pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereto, if applicable), who shall hear and determine any and all of the issues in any such action or proceeding, whether of fact or law, and to report a statement of decision, subject to judicial review and enforcement as provided by California law, and in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The referee shall be a retired judge of the California superior or appellate courts. The referee shall be determined by agreement between the parties, provided that in the absence of such agreement, the referee shall be appointed by the Ventura County Superior Court in accordance with California Code of Civil Procedure Section 640 (or any successor provision thereto, if applicable). The parties acknowledge, by their initials herein, that they forego any right to trial by jury in any judicial reference proceeding, and that each party shall be responsible for paying an equal share of all costs for the referee until such time as a judgment is entered. Any counterpart or copy of this Agreement, filed with such Court upon such motion, shall conclusively establish the agreement of the parties to such appointment. The parties agree that the only proper venue for the submission of claims to judicial reference shall be the courts of general jurisdiction of the State of California located in Ventura County. The parties reserve the right to contest the referee's decision and to appeal any award or order of any court. The designated non-prevailing party in any dispute shall be required to fully compensate the prevailing party for its payments to the referee for his or her services hereunder at the referee's then respective prevailing rates of compensation.

Acknowledgement of Waiver of Jury and Payment of Referee Fees (Initials)

^{DS}
M
GCHP

^{DS}
VO
Contractor

13.3 Limitations. Contractor must comply with the claim procedures set forth in the Government Claims Act (Government Code Section 900, et. seq.) prior to filing any legal proceeding, including judicial reference, against GCHP. If no such Government Code claim is submitted, no action against GCHP may be filed. Notwithstanding anything to the contrary contained in this Agreement, any suit, judicial reference or other

legal proceeding must be initiated within one (1) year after the date the facts giving rise to a dispute occurred or such dispute shall be deemed waived and forever barred; provided that, if a shorter time period is prescribed under the Government Claims Act, then the shorter time period (if any) prescribed under the Government Claims Act shall apply.

13.4 Cut-Off for Disputes Against GCHP. Within ninety (90) days of the expiration or termination of this Agreement or any SOW under this Agreement, Contractor shall provide to GCHP formal written notice of any unresolved disputes Contractor has against GCHP relating to this Contract or to the applicable SOW. The formal written notice shall describe any unresolved dispute and identify the amount Contractor demands in satisfaction of the dispute, and it shall include any supporting documentation. Contractor's failure to submit timely notice shall constitute a waiver of all unresolved disputes against GCHP. To the extent a dispute arises after the time for providing notice, and Contractor could not have timely discovered the dispute, Contractor shall provide formal written notice within ten (10) days of discovery. Nothing herein shall modify Contractor's duty to comply with the Government Claims Act and Section 14.3 above.

**SECTION 14:
MISCELLANEOUS**

14.1 Use of Name; Publicity. Except for its internal business use, as required by law or to comply with the request of a governmental entity, neither party shall use the other party's name, trademarks, service marks, logos or other identifiers (collectively, "Trademarks"), or make any reference to the other party or its Trademarks in any manner including, without limitation, client lists and press releases, without the prior written approval of such other party.

14.2 Notices. Unless otherwise provided herein, any notice, consent, request, or other communication to be given under this Agreement shall be deemed to have been given by either party to the other party upon the date of receipt, if hand delivered, or two (2) business days after deposit in the U.S. mail if mailed to the other party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission if followed by the original copy mailed to the applicable party at its address below or other address provided in accordance herewith, or upon the date of transmission of electronic notice to an authorized email address with written confirmation of receipt. Either party may change its address for notices effective three (3) business days after providing written notice to the other party.

Gold Coast Health Plan

711 E. Daily Drive, Suite #106
Camarillo, CA 93010-6082

Attn: Procurement Officer

Email: procurement@goldchp.org

Contractor:
Affiliated Monitors, Inc.
P.O. Box 961791
Boston, MA 02196
Attn: Vincent DiCianni
Fax: 617-3450102
Email: vdciani@affiliatedmonitors.com

14.3 Authority. Each corporate entity executing this Agreement represents and warrants that all necessary corporate action has been taken, including the due adoption of a resolution by its board of directors, sufficient to enable such corporation to enter into this Agreement, to be bound thereby and to perform fully as required hereunder. Each person executing this Agreement on behalf of Contractor represents and warrants that he/she has been duly authorized to enter into this Agreement on behalf of said party.

14.4 Entire Agreement. This Agreement, its addenda, all SOWs, Change Orders and all exhibits and addenda thereto are incorporated herein and constitute the entire agreement of the parties. The Medi-Cal Agreement is incorporated herein by reference and shall be the guiding and controlling document when interpreting the terms of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, representations, promises, and agreements concerning the subject matter herein whether written or oral.

14.5 Assignment. This Agreement and the duties and obligations of Contractor hereunder are of a unique and personal nature and may not be delegated or assigned (in whole or in part) by Contractor without GCHP's and DHCS' prior written consent. Any assignment or delegation made by Contractor without such written consent is void. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

14.6 Amendments and Modifications. Except as expressly provided otherwise in an SOW or Change Order, no addition to or change in the terms of this Agreement shall be effective or binding on either of the parties unless reduced to writing and signed by the duly authorized representative of each party. Notwithstanding anything to the contrary anywhere in this Agreement, no terms or conditions related to the Services or Deliverables available via click-through or similar mechanism, in shrink-wrap or other Deliverable

packaging, or described on Contractor's or a third party's website shall be binding upon GCHP.

14.7 Waiver and Severability. An individual waiver of a breach of any provision of this Agreement requires the consent of the party whose rights are being waived and such waiver shall not constitute a subsequent waiver of any other breach. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement, provided the basic purposes of this Agreement are achieved through the provisions remaining herein.

14.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of law principles. Unless otherwise specified in this Section, all actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Ventura, State of California. Each party hereby submits to the personal jurisdiction and venue of such courts.

14.9 Independent Contractor. Contractor is acting as an independent contractor in performing the Services hereunder. Nothing contained herein or done in pursuance of this Agreement shall constitute a joint venture, partnership or agency for the other for any purpose or in any sense and neither party shall have the right to make any warranty or representation to such effect or to otherwise bind the other party.

14.10 No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including, but not limited to, any GCHP member.

14.11 Survival. In addition to this Section, the following sections shall survive the expiration or termination of this Agreement: Section 1.3 (Transition Services), Section 2 (Payment), Section 3.4 (Service Credits), Section 6.1 (Services and Performance Warranty) and Sections 7 through 14.

14.12 Immigration Compliance. Contractor warrants, represents and agrees that Covered Services shall not be performed under this Agreement by any person who is an unauthorized alien under the Immigration Reform and Control Act of 1986 (as the same has been or may be amended) or its implementing regulations. Contractor shall ensure that each and every person performing Covered Services shall be a citizen or permanent resident of the United States, or have a valid United States visa authorizing employment in the United States, and shall be permitted to work for

Federal contractors, including, but not limited to, Medicare and Medicaid contractors.

14.13 Export Regulations. Contractor acknowledges its obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such laws and regulations with regard to any technical data received under this Agreement.

14.14 Nondiscrimination. Contractor shall not discriminate against GCHP members or Eligible Beneficiaries because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations.

14.15 Foreign Corrupt Practices Act. Contractor represents and warrants that it has not and shall not (i) violate the Foreign Corrupt Practices Act, the United Kingdom Bribery Act or any other applicable anti-corruption laws or regulations, or (ii) offer, give pay, promise to give or pay, or authorize the giving or payment of anything of value to a Territory official (as defined in the Foreign Corrupt Practices Act (P.L. 95-213), as amended, to any Territory political party or official thereof or any candidate for Territory political office, or to any person (collectively, "Foreign Person"), while knowing or being aware of a high probability that all or a portion of such thing of value shall be used, directly or indirectly, for the purposes of (a) influencing any official act, omission or decision of such Foreign Person; or (b) inducing such Foreign Person to use his or its influence to affect any official or governmental act, omission or decision in order to assist GCHP or Contractor in obtaining or retaining business. Contractor further agrees that if subsequent developments cause the certifications and information reported herein to be no longer accurate or complete, Contractor shall immediately furnish GCHP with a report detailing such change in circumstances.

14.16 Disabled Veteran Business Enterprises. Contractor shall comply with applicable requirements of California law relating to Disabled Veteran Business Enterprises commencing at Section 10115 of the Public Agreement Code.

14.17 Equal Opportunity. Contractor and its subcontractors shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. In the event of the

Contractor's noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Federal and State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 or as otherwise provided by law.

14.18 Air or Water Pollution Requirements. If the amount of this contract exceeds \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 USC 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15), If Contractor is an institution of higher education, nonprofit organizations or commercial businesses, it agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

14.19 Debarment and Suspension Certification. Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 C.F.R. 3017, 45 C.F.R. 76, 40 C.F.R. 32, or 34 C.F.R. 85. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subprovision b. herein;

(d) Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

(e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 C.F.R. 9, subpart 9.4), debarred, suspended, declared ineligible,

or voluntarily excluded from participation in such transaction, unless authorized by the State;

(f) Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions; and

(g) If Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, GCHP may terminate this Agreement for cause or default.

14.20 Additional Federal Requirements. Contractor shall comply with all applicable Federal requirements in Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities, as amended); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and Section 1557 of the Patient Protection and Affordable Care Act, as applicable.

14.21 Public Records Act. Information received in accordance with this Agreement shall be public records on file with GCHP and DHCS, except as specifically exempted by statute. GCHP and DHCS shall ensure the confidentiality of information and contractual provisions filed with GCHP and DHCS which are specifically exempted by statute from disclosure, in accordance with the statutes providing the exemption. Contractor shall disclose the names of the officers and

owners of Contractor, stockholders owning more than ten percent (10%) of the stock issued by Contractor, if any, and major creditors holding more than five percent (5%) of the debt of Contractor. For that purpose, Contractor shall use the Disclosure Form made available by GCHP.

14.22 Headings; Captions. Section headings are used for convenience only and shall in no way affect the construction or interpretation of this Agreement.

14.23 Counterparts; Time is of the Essence. This Agreement, each SOW and Change Order may be executed in counterparts and by facsimile or emailed PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and emailed PDF), shall be considered as legally effective as an original signature. The parties acknowledge and agree that time is of the essence in this Agreement.

14.24 Interpretation. This Agreement is the product of mutual negotiation, and if any ambiguities should arise in the interpretation of this Agreement, both parties shall be deemed authors of this Agreement. Any provision of this Agreement that is in conflict with Current or future applicable Federal or State laws or regulations is hereby automatically amended to conform to the provisions of those laws and regulations.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

Ventura County Medi-Cal Managed Care Commission d.b.a. Gold Coast Health Plan

DocuSigned by:
Nick Ligouri
A3A5DF142ACB4FE...
Signature: _____
Date Signed: November 4, 2022 | 07:31:04 PDT
Name: Nick Ligouri
Title: Chief Executive Officer

Affiliated Monitors, Inc.

DocuSigned by:
Vin DiCianni
1C3C92E9DC35464...
Signature: _____
Date Signed: November 4, 2022 | 14:48:40 PDT
Name: Vincent L. DiCianni
Title: President

INSURANCE ADDENDUM

- 1.0 Prior to the commencement of work, Contractor shall deposit with GCHP's designated representative evidence of insurance protection in the form of certificates (ACORD). All insurance policies maintained to provide the coverages required herein shall be issued by insurance companies authorized to do business in the state in which work is performed, and by companies rated, at a minimum, "A X" by A.M. Best. Coverages afforded under such policies are primary with respect to GCHP, and any other insurance maintained by GCHP are excess and non-contributing with the insurance required hereunder. The amounts shall not be less than those specified below:

<u>Insurance Coverage</u>	<u>Limits of Liability</u>
a. Workers Compensation	Statutory
b. General Liability -coverage	\$1,000,000 per occurrence/ \$2,000,000 annual aggregate
c. Professional Liability	\$1,000,000 per claim/ \$3,000,000 annual aggregate This coverage shall be maintained for a minimum of two (2) years following termination or completion of Contractor's work pursuant to the Agreement.
d. Automobile Liability – owned, hired, and non-owned.	\$500,000 per person/ \$1,000,000 per occurrence
e. Privacy Liability and Network Security or Cyber Liability Insurance	\$1,000,000 per occurrence/\$3,000,000 annual aggregate. This coverage shall include coverage of data breaches, security incidents, hacks, and ransomware attacks against Contractor and be maintained for a minimum of five (5) years following termination of Contractor's work pursuant to the Agreement.

- 2.0 Contractor agrees to waive any rights of subrogation that Contractor may have against GCHP under applicable insurance policies related to the work performed by Contractor. GCHP, Inc. and its affiliates and subsidiaries shall be named as an additional insured on all policies (excluding Workers Compensation) and evidenced on the certificate of insurance. All certificates of insurance shall provide that the insurer give thirty (30) days' written notice to GCHP prior to the effective date of expiration, any material change or cancellation. Said notice shall be submitted to a GCHP Strategic Sourcing representative.
- 3.0 Notwithstanding any insurance coverages of Contractor, nothing in this Insurance Addendum shall be deemed to limit or nullify Contractor's indemnification obligations under the Agreement. Contractor agrees that it shall work solely at Contractor's risk.

3.0 Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Agreement. If any subcontractor's coverage does not comply with the provisions herein, Contractor shall indemnify and hold GCHP harmless of and from any and all damage, loss, cost or expense, including attorneys' fees, incurred by GCHP as a result thereof.

EXHIBIT A

STATEMENT OF WORK NO. ___ TO MASTER SERVICES AGREEMENT

THIS STATEMENT OF WORK ("SOW") is made _____, 2019_ by and between _____ ("Contractor") and GCHP, Inc. ("GCHP"). The parties entered into certain Master Services Agreement dated _____ (the "Agreement"). The Agreement is incorporated into this SOW and this SOW is subject to the Agreement's terms and conditions.

I. SUMMARY OF SCOPE OF WORK

Contractor shall provide:

II. VENDOR'S RESPONSIBILITIES

[INSERT SPECIFIC RESPONSIBILITIES OF VENDOR.]

III. GCHP'S RESPONSIBILITIES

[INSERT SPECIFIC RESPONSIBILITIES—i.e., GCHP shall supply working office space and access to the applicable software applications as necessary to perform Services.]

IV. VENDOR'S DELIVERABLES

[NEED CLEAR DESCRIPTION OF VENDOR'S DELIVERABLES AND, IF APPROPRIATE, THEIR DUE DATES. MUST BE CLEAR ENOUGH TO LATER DETERMINE IF VENDOR LIVED UP TO CONTRACTUAL OBLIGATION.]

V. MILESTONES [SPECIFY MILESTONES FOR DELIVERABLES TO ENSURE VENDOR PERFORMS TIMELY]

VI. PROJECT SCHEDULE

PROJECT SCHEDULE	
Milestone or Major Project Deliverable	Completion Date
[insert Period of performance, milestones, etc.] (If Applicable)	
[insert Period of performance, milestones, etc.] (If Applicable)	

a. Assumptions. [INSERT CERTAIN ASSUMPTIONS UPON WHICH THE SOW IS BASED]

VII. SOW TERM

The Initial Term of this Statement of Work shall be from _____ until _____. Upon the expiration of the Initial Term, GCHP shall have the right to renew this Statement of Work at the fees listed, for consecutive Renewal Terms of _____, not to exceed a maximum of _____ (____) Renewal Terms, by giving Contractor written notice of renewal at least thirty, (30) days prior to the expiration of the then-current term.

OR:

Start Date: _____ End Date: _____

VIII. COMPENSATION (Check the appropriate box)

Fixed Fee. The fixed fee to GCHP for the Services in this SOW is: \$ _____. GCHP shall pay Contractor in accordance with the following fixed fee payment schedule.

Project Task	Payment Amount

or

Time and Materials Fees. GCHP shall pay Contractor for the Services in this SOW on an hourly basis at the hourly rates listed below:

Position or Skill-set	Estimated Number of Hours	Hourly Fee

Travel & Expenses: (check if applicable) \$ _____

Total Compensation. The total compensation for the project under this SOW No. ___ shall not exceed \$_____.

IX. ACCEPTANCE

Insert acceptance criteria which will trigger payment.

X. KEY CONTRACTOR PERSONNEL (NAMES & TITLES), IF ANY (CHANGES AND ADDITIONS MAY BE MADE BY EMAIL CONSENT OF BOTH PARTIES):

Name	Title

The parties' duly authorized representatives have executed this SOW as of the date written above.

Ventura County Medi-Cal Managed Care Commission d.b.a. Gold Coast Health Plan

Affiliated Monitors, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

EXHIBIT B
REIMBURSABLE EXPENSE GUIDELINES

These REIMBURSABLE EXPENSE GUIDELINES ("Guidelines") shall apply to certain expenses that Contractor may incur, pursuant to the Agreement. With respect to such expenses, GCHP and Contractor hereby agree as follows:

1. GENERAL

- a. When practical to do so, Contractor shall book all travel for the sole purpose of fulfilling on-site service obligations described in the GCHP SOW. Contractor shall communicate to GCHP's Project Manager all associated travel costs prior to finalizing any/all travel arrangements. Contractor shall provide the travel service name and telephone number and agent assigned to Contractor by GCHP. Any airline ticket, car rental and hotel charges should be paid directly by Contractor, with available discounts applied.
- b. For purposes of reimbursement hereunder, Contractor must submit original receipts to receive reimbursement of air travel expenses.

2. AIR TRAVEL

All personnel of Contractor ("Travelers") will fly economy/coach class. Original airline receipts are required for reimbursement in all cases.

3. HOTELS

- a. Requests by Travelers for specific hotels will be honored only at the discretion of GCHP's Project Manager and only if the rates of such hotels are the same as or lower than current industry averages.
- b. Lodging expenses shall include the cost of a Traveler's room plus applicable taxes, but shall not include room service, recreation, or any other direct charges to the room (See Section 5 of the Guidelines for further discussion of these charges).

4. AUTOMOBILE EXPENSE

- a. Rental car charges shall be billed directly to each Traveler.
 - i. Reimbursement will cover no more than the cost of a mid-size rental car. **Limousine service is expressly prohibited.**
 - ii. Additional insurance coverage, as provided in the rental car agreement, will not be reimbursed.
- b. Mileage for travel in Contractor's vehicle or in Traveler's personal vehicle shall be reimbursed at the same per-mile rate in effect from time to time for reimbursement of mileage incurred by GCHP's own employees. Toll-road charges will be reimbursed only if incurred for office-to-office travel between Contractor's offices and GCHP's. Mileage and tolls should be supported by appropriate, contemporaneous logs of such charges maintained by Traveler.

5. MISCELLANEOUS TRAVEL EXPENSES

- a. Original receipts must be submitted for expenses including the following: meals; taxi and hotel shuttle fares; parking; and other costs for which receipts can be typically obtained. Expenses such as tips (for which receipts are usually not provided) should be reasonable for the services provided and supported by a personal log or other contemporaneous record kept by the Traveler.
 - i. Traveler's expense report submitted as documentation for reimbursement shall be signed by appropriate management personnel of Contractor and shall include copies of applicable receipts as supporting documentation.
 - ii. Documentation of each business meal shall include the names of all Individuals for whom the meal was ordered, the date of the meal, the business purpose, the relationships between or among the individuals,

and a summary of the business discussion.

- b. A per diem allowance is offered for meals, tips, and incidentals, when agreed to in advance in writing by GCHP Management, shall be in lieu of any other reimbursement for such expenses and shall not exceed the maximum per traveler rates established by the U.S. General Services Administration: <http://www.gsa.gov/portal/category/100120>

6. OTHER EXPENSES

If incurred by Contractor exclusively for purposes of the Agreement, other costs (such as for document reproduction, computer time, air freight, postage telephone, and facsimile) will be reimbursed by GCHP only upon submission in advance of documentation satisfactory to GCHP. Such documentation may include office logs that identify specific costs with specific services performed by Contractor under the Agreement.

7. Subcontractors

If Contractor contracts with a third party ("Subcontractor") for purposes of performing Contractor's obligations under the Agreement, these Guidelines shall apply to travel expenses incurred by a Subcontractor and which Contractor is obligated to reimburse to the Subcontractor. GCHP shall not be responsible to pay Contractor any amount in excess of Contractor's actual cost of reimbursing a Subcontractor, or the maximum amount permitted by these Guidelines, whichever is less. In no event shall GCHP pay Contractor any percentage, fee, administrative charge or other mark-up.

STATEMENT OF WORK NO. 1 TO MASTER SERVICES AGREEMENT

THIS STATEMENT OF WORK, ("SOW") NO. 1 is made as of this 1st day of November 2022 ("Statement of Work Effective Date") by and between Affiliated Monitors, Inc. ("Contractor") and Ventura County Medi-Cal Managed Care Commission doing business as Gold Coast Health Plan, a California public entity established under the laws of the State of California, (hereinafter "GCHP"). The parties entered into certain Master Services Agreement dated (the "Agreement"). The terms and conditions of the Agreement are incorporated into this SOW Order No. 1 by this reference thereto and this SOW No. 1 is subject to such terms and conditions. If there is a conflict between a specific term in this SOW No. 1 and the terms of the Agreement, the specific term of the Agreement shall control.

1. SUMMARY OF SCOPE OF WORK

Contractor shall provide: Independent Review Organization services as set forth in the federal Office of Inspector General's ("OIG") Corporate Integrity Agreement ("CIA") with GCHP for Medical Loss Ratio ("MLR") Element Review effective August 11, 2022 (the "MLR Element Review CIA").

2. CONTRACTOR'S RESPONSIBILITIES

Contractor will conduct the MLR Element Review, including preparing a MLR Element Review Report, as required under Appendix B of the MLR Element Review CIA.

3. GCHP'S RESPONSIBILITIES

GCHP shall cooperate with Contractor, and provide all necessary documents, data, information and personnel to Contractor on a timely basis for the Contractor to perform the MLR Element Review consistent with the schedule as set forth in the MLR Element Review CIA.

4. CONTRACTOR'S DELIVERABLES

Unless otherwise agreed to by the OIG and subject to GCHP's timely cooperation, as described above, Contractor shall: (i) within 60 days of the OIG's notification to GCHP of the MLR Numerator Element to be reviewed, shall develop and submit to OIG a workplan as required by the MLR Element Review CIA, and subsequently implement the workplan as approved by the OIG; and (ii) prepare the MLR Element Review Report and submit the Report to GCHP within sufficient time to permit GCHP to include the Report in its Annual Report to the OIG.

5. PROJECT SCHEDULE

PROJECT SCHEDULE	
Milestone or Major Project Deliverable	Completion Date
<p>For each Reporting Period of the term of the CIA:</p> <ol style="list-style-type: none"> 1. Contractor will schedule a kick-off meeting with GCHP (either virtually or in person). 2. Contractor shall develop and submit to OIG a workplan that outlines the Contractor’s detailed methodology (including sampling proposals) for determining whether GCHP’s calculation and reporting of the Selected Element was accurate, supported by underlying documentation, consistent with generally accepted accounting principles, and otherwise complied with the terms of its contract with CA-DHCS and applicable Medicaid laws, regulations, and guidance. 3. Contractor will implement its workplan, subject to OIG comments/objections. 4. Contractor will request from GCHP all documentation required for review of the Selected Element and GCHP shall furnish such documentation. 5. Contractor will conduct its review of the Selected Element; prepare its MLR Review Report and submit the MLR Review Report to GCHP. 	<ol style="list-style-type: none"> 1. Within 30-60 days of approval of IRO by OIG 2. Within 60 days of OIG’s notification to GCHP of its selected MLR Numerator Element. 3. Within 30 days of receiving OIG comments/objections. 4. 30-60 days of receiving OIG comments/objections. 5. 30-60 days from receiving required documentation from GCHP.

a. Assumptions. Contractor's assumptions include that: (i) GCHP's Annual MLR Report for the most current year will be available with sufficient time for the IRO to conduct the MLR Element Review activities on the timeline as set forth in the CIA; (ii) the OIG will approve the review of a statistically valid sample of claims or costs (depending on the Element selected); (iii) all data, documents and other information needed for the review will be readily available and uploaded to a sharefile site for easy and secure access for the IRO to review remotely; (iv) key GCHP personnel needed for interviews or to assist in getting the required information will be made available on a timely basis.

6. SOW TERM

a. Term. The Initial Term of this Statement of Work shall be from November 1, 2022, until November 1, 2023. Upon the expiration of the Initial Term, the Statement of Work shall automatically renew at the fees listed, for consecutive Renewal Term of one year, not to exceed a maximum of four (4) Renewal Terms, unless GCHP terminates this Statement of Work in accordance with Section 8.3 of the Agreement.

7. COMPENSATION (Check the appropriate box)

Time and Materials Fees. GCHP shall pay Contractor for the Services in this SOW on an hourly basis at the hourly rates listed below:

Position or Skill-set	Estimated Number of Hours	Hourly Fee
Managing Director - Project Lead	60/year	\$ [REDACTED]
MLR/Finance Subject Matter Expert	60/year	\$ [REDACTED]
Director - IRO Specialist/Project Mgr	60/year	\$ [REDACTED]
Data Analytics/Auditing Staff	160/year	\$ [REDACTED]

Director - Statistical Sampling Expert	5/year	\$
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Travel & Expenses: Shall be billed consistent with the Master Services Agreement, Exhibit B (“REIMBURSABLE EXPENSE GUIDELINES”) and pre-approved by GCHP before being incurred.

Total Compensation. The total compensation for the project under this SOW No. 1 shall not exceed \$ [REDACTED] for the Initial Term, if renewed for all five (5) years, the amount shall not exceed \$ [REDACTED] inclusive of any authorized Travel & Expenses.

8. KEY CONTRACTOR PERSONNEL

Name	Title
Jesse Caplan	Managing Director
Jim Anliot	Director
Brian Britt	MLR/Finance Subject Matter Expert

The parties' duly authorized representatives have executed this SOW as of the date written above.

Ventura County Medi-Cal Managed Care Commission d.b.a. Gold Coast Health Plan


Signature:  A3A5DF142ACB4FE...

Name: Nick Ligouri
Vincent L. DiCianni

Title: Chief Executive Officer

Date: November 4, 2022 | 07:31:04 PDT

Affiliated Monitors, Inc.

Signature:  1C3C92E9DC35484...

Name: _____

Title: President

Date: November 4, 2022 | 14:48:40 PDT

65172.00038\40801446.4

EXHIBIT D

Jesse M. Caplan CV/Resume

James R. Anliot CV/Resume

Brian Britt CV/Resume



JESSE M. CAPLAN
Boston, MA
Curriculum Vitae

PROFESSIONAL EXPERIENCE

AFFILIATED MONITORS, INC.

2018 – Present

Managing Director – Corporate Oversight

Serve as the Independent Monitor of conditions imposed on organizations by government agencies or courts as part of settlement agreements or orders. Also conduct proactive assessments of corporate compliance programs and ethical culture, and design and implement effective compliance programs for healthcare organizations.

Representative Matters:

- 2021-Present – Serve as the Deputy Monitor in *UFCW & Employers Benefit Trust v. Sutter Health*, imposing conditions in connection with a healthcare antitrust settlement involving the California Attorney General’s Office.
- 2022-Present – Serve as the Deputy Independent Compliance Officer monitoring conditions imposed by the Federal Communications Commission in approving the acquisition of TracFone by Verizon.
- 2021-2022 - Served as Co-Lead Monitor of conditions imposed by Court Order in *FTC v. RagingBull.com, LLC*, involving stock trading educational services.
- 2018-2019 - Served as the Independent Expert Compliance Contractor in settlements involving the Rhode Island Department of Health and Rhode Island Hospital and Kent Hospital, monitoring conditions imposed relating to quality of care and improved processes and controls.
- 2019-2020 - Served as lead Compliance Monitor in connection with a settlement between the Massachusetts Department of Public Health and High Point Treatment Centers, a system of substance use treatment facilities. The conditions imposed included improvements to High Point’s staffing plans, oversight and recruitment, quality of care and reporting mechanisms.
- 2020-Present - Serve as the Independent Compliance Reviewer in connection with agreements between the Massachusetts Attorney General’s Office and six Home Health Agencies. Agreements require the Monitor to assist the Agencies in designing and implementing compliance programs and training staff, and then auditing the Agencies’ implementation of controls and their compliance with state and federal regulations, including billing and coding requirements.
- 2019-Present - Led assessments of the compliance programs and ethical culture of a several healthcare organizations involved in state and federal healthcare programs, including: (i) a not-for-profit health insurance company with over 1 million members; (ii) a cardiac diagnostic provider; and (iii) a skilled nursing facility clinical services provider.

MASSACHUSETTS EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES **2015 - 2018**
General Counsel

Member of the leadership team counseling the Secretary of EOHHS and the Governor's Chief Legal Counsel. EOHHS has a budget of over \$20 billion and 20,000 employees. Legal oversight over all Massachusetts health and human services agencies, including federal and state health regulatory compliance, privacy, litigation, employment and labor relations. Agencies included the Medicaid program, Department of Public Health, Department of Mental Health, Board of Registration in Medicine, and others. Also served as the Chair of the Personal Care Attendant Workforce Council.

FALLON HEALTH – Chief Legal Counsel **2008 – 2015**
EPSTEIN BECKER & GREEN – Partner, Health Care & Life Sciences Practice

Chief Legal Counsel to Fallon Health in Worcester, MA while also a Partner with Epstein, Becker & Green's Health Care & Life Sciences practice group. Fallon is a non-profit Health Maintenance Organization providing coverage in Massachusetts to individuals through commercial, Medicare, Medicaid, and dual-eligible Medicare/Medicaid programs. As a member of senior leadership, was involved in strategic planning, corporate management, board governance, helping prepare for government compliance audits, overseeing litigation, and design, negotiation and implementation of significant strategic partnerships.

MASSACHUSETTS ATTORNEY GENERAL'S OFFICE **1999 – 2008**
Chief, Consumer Protection and Antitrust Division; Deputy Division Chief

Responsible for enforcement of state and federal antitrust, consumer protection, tobacco and false claims laws, and advised executive staff, including the Attorney General, on policy and legislative matters. Experience working with other state Attorney General Offices, the Department of Justice and Federal Trade Commission on antitrust and consumer protection enforcement matters.

REPUBLIC OF PALAU **1998 - 1999**
Attorney General; Assistant Attorney General

The Republic of Palau is an independent nation in Micronesia. As Attorney General, managed the Office while also handling significant civil and criminal investigations and litigation, and advising Ministers and the President of Palau on legal, legislative, and policy matters.

UNITED STATES DEPARTMENT OF JUSTICE, ANTITRUST DIVISION **1991 - 1998**
Trial Attorney, Health Care Task Force

Responsible for investigating and enforcing the federal antitrust laws, concentrating primarily in the health care industry. Also assigned temporarily to the United States Attorney's Office, Albuquerque, NM, prosecuting federal crimes.

FRIED FRANK HARRIS SHRIVER & JACOBSON **1987 – 1991**
Associate, Corporate and Litigation Practices

EDUCATION

Washington College of Law, The American University, Washington, D.C.

Juris Doctor - 1987, *summa cum laude*. Law Review

Colgate University, Hamilton, N.Y.

Bachelor of Arts in International Relations/Political Science - 1981

TEACHING EXPERIENCE

Suffolk University Law School

Adjunct Professor of Antitrust Law (2001 – 2002)

REPRESENTATIVE WRITING AND SPEAKING ENGAGEMENTS

- Author: “What Additional Duties and Risks Face a Director on the Board of a Non-Profit Corporation,” Answering the Call, 4th Ed. (2011)
- Speaker: “Remedies Under the Biden Administration,” with Patricia Brink, Dominic Vote and Amanda Reeves, ABA Antitrust in Healthcare Conference June 2, 2022.
- Speaker: “Mitigating the Risks from Opioid Prescribing: A Legal and Medical Perspective,” with Dr. Amy Fogelman, Health Care Compliance Association, Clinical Practice Compliance Conference, October 26, 2020.
- Speaker: “Advanced Due Diligence Considerations in Emerging Health Sector Markets,” with Anne M. Murphy, American Health Law Association, Health Care Transactions Conference, May 1, 2019.

BOARD SERVICE & HONORS

- Board Member, Community Legal Aid (serving Central and Western Massachusetts)
- Former Trustee, Quinsigamond Community College Foundation
- Former Board Member of Jewish Family Services of Central Massachusetts
- Former Board Member, Treasurer and Vice President of Temple Emanuel Sinai, Worcester, MA
- The Bishop J. Flanagan Ecumenical Award, Diocese of Worcester, 2011

BAR ADMISSIONS

Massachusetts, New York and District of Columbia

JAMES R. ANLIOT
Cambridge, MA 02043

CURRENT POSITION:

Affiliated Monitors, Inc.
Boston, Massachusetts

Director of Health Care Compliance Services

Since January, 2004

Responsible for developing internal compliance programs for the company's healthcare clients and overseeing the performance of the company's independent monitoring and practice assessment services for them. Specific responsibilities include:

- Development and evaluation of internal regulatory compliance and quality improvement programs for individual and small group health care practices to reduce the risk of adverse action by regulatory agencies or third-party payors.
- Design and performance of compliance audits for healthcare practitioners to evaluate practice operations and identify existing and potential deficiencies in patient care services, billing operations, patient referral and marketing practices and other areas subject to government regulation.
- Coordinating independent review organization (IRO) and practice monitoring services for providers who are the subject of federal healthcare program integrity agreements or other enforcement actions by state or federal regulatory agencies or third-party payors.
- Providing ongoing consultation, problem resolution and training services in connection with provider implementation of internal regulatory compliance and quality improvement programs.

PRIOR PROFESSIONAL EXPERIENCE:

Massachusetts Division of Professional Licensure
Boston, Massachusetts

Administrative Counsel

March, 1989 to December, 2003

- Resolved consumer complaints concerning quality of care or alleged unprofessional conduct by health care practitioners through negotiated settlement agreements.
- Provided legal advice and policy guidance to health care licensing boards, agency staff and the general public concerning enforcement of regulatory requirements
- Advised practitioners on strategies and methods for achieving increased compliance with regulatory requirements and improving quality of care.

Massachusetts Division of Professional Licensure
Boston, Massachusetts

Prosecuting Counsel

December, 1987 to March, 1989

- Successfully litigated disciplinary cases involving serious violations of regulatory requirements or standards of professional conduct in administrative proceedings.
- Resolved cases of alleged professional misconduct or inadequate service through negotiated settlements and application of quality improvement strategies.
- Provided training and legal guidance to investigators and agency staff regarding legal and evidentiary issues involved in enforcement cases.

Massachusetts Department of Public Health
Division of Health Care Quality
Boston, Massachusetts

Compliance Specialist

March, 1983 to December, 1987

- Designed and implemented program to evaluate prospective health care facility operators based on measures of patient care performance, financial viability, and compliance with regulatory requirements.
- Supervised and trained agency staff responsible for screening program.
- Developed and drafted legislation designed to improve and strengthen the process of screening applicants for licenses to operate health care facilities.
- Principal author of agency regulations for reporting and investigation of patient abuse and neglect.
- Educated staff and providers regarding prevention, reporting and investigation of patient abuse and neglect.
- Authored policy guidelines on discontinuation of treatment for the terminally-ill.

EDUCATION:

J.D. **State University of New York**
Buffalo, New York

B.A. **Oberlin College**
Oberlin, Ohio

PROFESSIONAL LICENSURE:

Member in Good Standing, Bar of Supreme Judicial Court of Massachusetts.

Contact

717-579-3700 (Mobile)
Brian@baysideadvisor.com

www.linkedin.com/in/brianjbritt/

Top Skills

Medicare & Medicaid
Health Insurance
Mergers & Acquisitions (M&A)
Minimum Medical Loss Ratio
Management & Regulatory
Compliance

Brian Britt

Principal at Bayside Advisor

April 2020 - Present
Mechanicsburg, Pennsylvania

Experience

Aetna, a CVS Health Company
6 years 11 months

Vice President Enterprise Economics & Executive Coach
January 2019 - April 2020 (1 year 3 months)

Vice President Finance Integration
July 2016 - December 2018 (2 years 6 months)

Vice President & CFO Medicare Part D Programs
June 2015 - June 2016 (1 year 1 month)

Vice President & CFO Medicare Programs
May 2013 - June 2015 (2 years 2 months)

Coventry Health Care
Vice President & CFO Medicare Programs
2005 - May 2013 (8 years)

Management Resources Consulting
President
January 2005 - November 2005 (11 months)

Keystone Health Plan
Vice President & Chief Financial Officer
June 1992 - December 2004 (12 years 7 months)

Education

Shippensburg University of Pennsylvania

Certified Public Accountant (CPA)

EXHIBIT E

Certification of Independence for Affiliated Monitors,
Inc.

Certification of Independence for Brian Britt

EXHIBIT A
CERTIFICATION OF INDEPENDENCE

I, Vincent L. DiCianni, in my capacity as President of Affiliated Monitors, Inc. do hereby certify that:

1. Affiliated Monitors, Inc. is a lawfully chartered business corporation duly incorporated under the laws of the Commonwealth of Massachusetts.
2. Neither Affiliated Monitors, Inc., nor any owner, officer, director, employee or agent of Affiliated Monitors, Inc., holds any ownership or financial interest of any kind in Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (hereinafter “Gold Coast Health Plan”, whose principal business address is 711 East Daily Drive, Suite 106, Camarillo, California, 93010-6082.
3. Neither Affiliated Monitors, Inc., nor any owner, officer, director, employee or agent of Affiliated Monitors, Inc., has any prior or present personal or business relationship with Gold Coast Health Plan, or with any other owner, officer, director, employee or agent of Gold Coast Health Plan, other than that described in the Master Services Agreement between Affiliated Monitors and Gold Coast Health Plan, dated November 1, 2022.
4. Neither Gold Coast Health Plan, nor any owner, officer, director, employee, or agent of Gold Coast Health Plan, holds any ownership or financial interest of any kind in Affiliated Monitors, Inc.
5. Neither Gold Coast Health Plan, nor any owner, officer, director, employee, or agent of Gold Coast Health Plan, has any prior or present personal or business relationship with Affiliated Monitors, Inc. or with any owner, officer, director, employee or agent of Affiliated Monitors, Inc., other than that described in the Master Services Agreement between Affiliated Monitors and Gold Coast Health Plan, dated November 1, 2022.
6. Affiliated Monitors, Inc. has adopted a code of ethical conduct for itself, and for its owners, officers, directors, employees, or agents, which prohibits any conflict of interest which might prevent or compromise the ability of its owners, officers, directors, employees, or agents to perform their duties or responsibilities in a fair, objective, impartial and professional manner. All owners, officers, directors, employees and agents of Affiliated Monitors, Inc. are required to comply with this code of ethical conduct as a condition for continuation of their employment or business relationship with Affiliated Monitors, Inc.
7. In view of the foregoing, Affiliated Monitors, Inc. and its owners, officers, directors, employees and agents are able to perform the duties and responsibilities of the designated “Independent Review Organization”, as described in Appendix A to the Corporate Integrity Agreement between Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan and the Office of the Inspector General of the United States Department of Health and Human Services, dated August 11, 2022, in an impartial, independent, objective and professional manner.

Date: November 14, 2022



Vincent L. DiCianni
President, Affiliated Monitors, Inc.
85 Devonshire Street, Sixth Floor
Boston, MA 02108

EXHIBIT B

CERTIFICATION OF INDEPENDENCE

I, Brian Britt, in my capacity as the principal of Bayside Advisor, do hereby certify that:

1. Bayside Advisor, LLC is a lawfully chartered limited liability company established under the laws of the Commonwealth of Pennsylvania, with a principal business address of 330 West Meadow Drive, Mechanicsburg, Pennsylvania 17055.
2. Neither I, nor any owner, officer, director, employee, or agent of Bayside Advisor, LLC, holds any ownership or financial interest of any kind in Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (hereinafter "Gold Coast Health Plan", whose principal business address is 711 East Daily Drive, Suite 106, Camarillo, California, 93010-6082.
3. Neither I, nor any owner, officer, director, employee, or agent of Bayside Advisor, LLC, has any prior or present personal or business relationship with Gold Coast Health Plan, or with any other owner, officer, director, employee, or agent of Gold Coast Health Plan, other than that described in the Master Services Agreement between Affiliated Monitors and Gold Coast Health Plan, dated November 1, 2022.
4. Neither Gold Coast Health Plan, nor any owner, officer, director, employee, or agent of Gold Coast Health Plan, holds any ownership or financial interest of any kind in Bayside Advisor, LLC.
5. Neither Gold Coast Health Plan, nor any owner, officer, director, employee, or agent of Gold Coast Health Plan, has any prior or present personal or business relationship with me, or with any owner, officer, director, employee, or agent of Bayside Advisor, LLC, other than that described in the Master Services Agreement between Affiliated Monitors and Gold Coast Health Plan, dated November 1, 2022.
6. Affiliated Monitors, Inc. has adopted a code of ethical conduct for itself, and for its owners, officers, directors, employees, or agents, which prohibits any conflict of interest which might prevent or compromise the ability of its owners, officers, directors, employees, or agents to perform their duties or responsibilities in a fair, objective, impartial and professional manner. Pursuant to the terms of my contract with Affiliated Monitors, Inc, dated November __, 2022, I have agreed to comply with this code of ethical conduct as a condition of my engagement as a subject matter consultant for Affiliated Monitors, Inc.
7. In view of the foregoing, I am able to perform the duties and responsibilities of a subject matter expert and consultant for Affiliated Monitors, Inc. in connection with their service as the designated "Independent Review Organization" described in Appendix A to the Corporate Integrity Agreement between Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan and the Office of the Inspector General of the United States Department of Health and Human Services, dated August 11, 2022, in an impartial, independent, objective, and professional manner.

Date: 11/15/22

Brian Britt (electronic signature)

Brian Britt, Principal
Bayside Advisor, LLC
330 West Meadow Drive
Mechanicsburg, Pennsylvania, 17055

EXHIBIT F
Chief Compliance Officer and Chief Executive Officer
Certifications

I, Robert Franco, Chief Compliance Officer of Gold Coast, hereby certify under penalty of perjury that to the best of my knowledge, except as otherwise described in the Implementation Report, Gold Coast has implemented and is in compliance with all of the requirements of the CIA. I have reviewed the Implementation Report and have made reasonably inquiry regarding its content, and I believe the information in the report is accurate and truthful. I understand that the certification herein is being provided to and relied upon by the United States.

Dated: December 9, 2022 | 08:36:24 PST

DocuSigned by:
Robert Franco
9FB037B49FB04BB...
Signature

I, Nicholas Liguori, Chief Executive Officer of Gold Coast, hereby certify under penalty of perjury that to the best of my knowledge, except as otherwise described in the Implementation Report, Gold Coast has implemented and is in compliance with all of the requirements of the CIA. I have reviewed the Implementation Report and have made reasonably inquiry regarding its content, and I believe the information in the report is accurate and truthful. I understand that the certification herein is being provided to and relied upon by the United States.

Dated: December 9, 2022 | 10:45:06 PST

DocuSigned by:
Nick Liguori
A3A5DF142ACB4FE...
Signature

December 30, 2022

Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Washington, DC 20201
Email Address: officeofcounsel@oig.hhs.gov

GOLD COAST HEALTH PLAN NOTIFICATION OF SUBSTANTIAL OVERPAYMENT

Under Section III.I of the Corporate Integrity Agreement (“CIA”) between the Office of Inspector General (“OIG”) of the Department of Health and Human Services (“HHS”) and Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (“Gold Coast”), Gold Coast is required to notify OIG, in writing, within thirty (30) days after determining that a Reportable Event exists.¹ Per Section II.C.8, a “Reportable Event” includes a substantial Overpayment,² where an “Overpayment” is defined as “any funds that Gold Coast receives or retains under any Federal health care program to which Gold Coast, after applicable reconciliation, is not entitled under such Federal health care program.”³

I. DESCRIPTION OF POTENTIAL SUBSTANTIAL OVERPAYMENT

The Overpayment reported here is a payment received by St. John’s Regional Medical Center and St. John’s Pleasant Valley Hospital (d/b/a Dignity Health) (“Dignity Health”) under the Behavioral Health Integration (“BHI”) Program (the “BHI Incentive Program”), which was established pursuant to Section 14188.1 of the Welfare & Institutions Code. Payment under the BHI Incentive Program does not constitute payment for services; rather, it is an incentive-based program. The California Department of Health Care Services (“DHCS”) developed the BHI Incentive Program to incentivize Medi-Cal Managed Care Plans (“MCPs”) to promote BHI in their provider networks. The BHI Incentive Program was effective from January 1, 2021 to December 31, 2022 and is split into two Program Years (“PY”). PY 1 is effective for January 1, 2021 to December 31, 2021 and PY 2 is effective from January 1, 2022 to December 31, 2022.

DHCS determined which MCPs and partner organizations would be approved to implement the BHI Incentive Program, based on applications from providers submitted through MCPs. The MCPs serve as intermediaries in this BHI Incentive Program and are responsible for oversight and payment to the providers for meeting the BHI Incentive Program milestones as set forth in the providers’ approved application and reporting to DHCS on performance measures as specified in the terms of the DHCS

¹ August 11, 2022 Corporate Integrity Agreement (“CIA”), Section III.I.

² CIA, Section III.C.8.

³ CIA, Section II.C.7.

Determination Letter and All Plan Letter⁴, approved BHI Incentive Program application, terms of federal approval for the BHI Incentive Program, and any applicable DHCS-issued guidance.

Upon DHCS approval of provider programs, the MCP received a one-time Program Readiness payment for collaborating with the BHI Incentive Program applicants as outlined in the provider's project application.⁵ These payments were to be passed through to the providers. MCPs received PY 1 and PY 2 payments from DHCS for provider achievement of the milestones.⁶ To earn the PY 1 and PY 2 payments, the MCP are required to report to DHCS on completion of the milestones identified in the BHI Incentive Program application.⁷

DHCS approved five BHI Incentive Program projects for Gold Coast providers, which included Dignity Health's project, on November 19, 2020 for inclusion in the BHI Incentive Program. Dignity Health's project was designed to improve follow-up after emergency department visits, including implementation of a crisis stabilization unit. On December 21, 2020, Gold Coast and Dignity Health executed an MOU for the BHI Incentive Program (the "MOU") for the period of January 1, 2021 through December 31, 2022. The program requires that BHI Incentive Program payments are to be used for the purpose of engaging in activities and achieving milestones detailed in its initial program application.

During the period of January 1, 2021 through August 1, 2022, Dignity Health sought to implement its project consistent with its BHI Incentive Program application. Gold Coast received from Dignity Health project readiness and project implementation milestones and other supporting documentation noting project progress. Gold Coast approved the milestones and the supporting documentation. On or about February 10, 2021, Gold Coast released to Dignity Health a Program Readiness payment totaling \$445,342. On February 2, 2022, Dignity Health invoiced for and on June 24, 2022, received an additional payment for achievement of the milestones for PY 1, totaling \$1,002,020.

II. FEDERAL HEALTH CARE PROGRAMS AFFECTED

Medicaid (referred to as the Medi-Cal program in California), is affected by this Reportable Event.

III. IDENTIFICATION AND QUANTIFICATION OF OVERPAYMENT

Pursuant to the program requirements, Dignity Health is required to notify Gold Coast and return any received payments should Dignity Health be unable to effectuate project activities and achieve milestones. On or about December 1, 2022, Gold Coast received a letter from Dignity Health's President and CEO, Barry Wolfman, stating that after conducting routine and robust internal reviews

⁴ All Plan Letter 22-021, DHCS, Proposition 56 Behavioral Health Integration Incentive Program (October 26, 2022) ("APL 22-021"),

<https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2022/APL22-021.pdf>.

⁵ APL 22-021 at pp. 2-3.

⁶ *Id.* at p. 3.

⁷ *Id.* at p. 3.

and audits of activities in connection with the BHI Incentive Program, Dignity Health determined that it did not fully satisfy its requirements under the MOU for PY1. Dignity Health indicated that it would return to Gold Coast \$1,002,020 in BHI Incentive Program payments for PY 1.

IV. CORRECTION AND PREVENTION OF RECURRENCE

On December 21, 2022, Gold Coast sent an e-mail correspondence to DHCS explaining Dignity Health's returned payment and requesting guidance on mechanisms to return funds. On the same day, DHCS instructed, per its BHI Finance Team, that DHCS will recoup the \$1,002,020 by offsetting Gold Coast's PY 2 Q3 payment. According to DHCS, the amount will be deducted from Gold Coast's current invoice amount.

Due to the nature of the BHI Incentive Program funding and payment structure, Gold Coast cannot entirely prevent an overpayment of this kind in the future. Rather, Gold Coast, consistent with the terms of the MOU, will continue to provide oversight, including monitoring of achievement of milestones and conducting reporting activities. Further, Gold Coast requires its providers participating in the BHI Incentive Program to self-report whether the provider is unable to satisfy the requirements under its MOU with Gold Coast. Such oversight allows Gold Coast to identify and quantify whether providers are entitled to such payments. As indicated by DHCS, all unearned payments are recouped through DHCS's invoice and payment mechanism.

Respectfully,



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