

16. ACCESS TO BOOKS OF DEPARTMENT

If this Agreement is determined to be subject to the provisions of Section 952 of P.L. 96-499, which governs access to books and records of contractors of services to Medicare providers where the cost or value of such services under the contract exceeds \$10,000 over a twelve (12) month period, then the Department agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General to have access to this Agreement and books, documents and records of the Department, as necessary to verify the costs of this Agreement in accordance with criteria and procedures contained in applicable federal regulations.

The Department agrees to permit KP representatives and representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General access to books and records related to this Agreement, provided that reasonable notice is given and that such inspection will occur during regular business hours.

17. RECORDS AND CONFIDENTIALITY

- a. Maintenance of Records. The Department shall maintain both business and clinical books, charts, documents, papers, reports and records related to Services provided to Members; the cost thereof; the financial condition of the Department; the appropriate utilization of Services; and the documentation of the credentials and privileges of the individuals, organizations, institutions, and facilities providing Services under this Agreement in accordance with (1) applicable requirements of law, government, and accrediting authorities; (2) general industry standards; and (3) the Policies. The Department shall preserve these records for the longest of: seven years from the termination or expiration of this Agreement or the period of time required by law and the contracts to which KP is bound. This Section shall survive the termination or expiration of this Agreement.
- b. Medical Records. The Department shall maintain all patient records related to Services provided to Members in such form and containing such information as required by applicable law, government and accrediting authorities. Medical records shall be maintained in a manner that is current, detailed, legible, organized, and permits effective and confidential patient care data and quality review by the Department and KP pursuant to their quality improvement programs. Medical records shall be maintained in a physical location, which is accessible to the Department, KP, and government and accrediting authorities. Upon request, within the time frame requested, and without charge, the Department shall

provide to KP and government and accreditation authorities copies of the medical records of Members. The Department shall maintain the confidentiality of all medical records of Members in accordance with the requirements of applicable law, government and accrediting authorities, particularly the requirements relating to the maintenance and disclosure of records received or acquired by federally assisted alcohol or drug programs. Medical records shall be maintained by the Department for the periods required by applicable laws, but in no event less than 7 years from termination or expiration of this Agreement. The Department shall not permit any access, use or disclosure of Member protected health information by or to any person not located in the United States or subject to the jurisdiction of a United States court. This Section shall survive termination or expiration of this Agreement.

- c. Access to Records. The Department shall maintain and provide, without charge, any and all data, information, or records required by KP, applicable law or governmental or accrediting authorities (1) for the administration of KP, (2) to determine the Department's compliance with the terms of this Agreement and the Department's own policies and procedures, or (3) the accuracy of amounts billed by and paid to the Department KP for Services. In addition, the Department shall allow KP and its designees access to the Department's quality assurance and quality improvement and utilization management information concerning Services provided to Members and shall provide for timely access by Members, KP, and their designees to Member medical records and other relevant information. The Department shall submit or provide to KP or the government or accrediting authority access to such data, information, or records as reasonably requested by KP and shall in good faith cooperate with audit personnel and make available all records reasonably requested for audit purposes upon reasonable advance notice. This Section shall survive the termination or expiration of this Agreement.

18. INSURANCE AND INDEMNIFICATION

- a. Insurance. The Department shall at all times maintain, at its sole cost and expense, adequate professional liability and comprehensive general liability and property damage, and automobile liability insurance, which shall name KP as an additional insured or loss payee. The Department shall also maintain workers' compensation insurance and unemployment insurance to the extent required by law. The Department shall also cause each professional providing patient care services to Members to be

covered by adequate professional liability insurance as required by the Policies. The insurance coverage requirements set forth in this Agreement may be wholly or partially satisfied by a program of self-insurance; provided, however, that such self-insurance program shall be adequately funded in accordance with sound actuarial principles to KP's satisfaction. If any of these policies provide for deductibles, deductible amounts shall be consistent with deductible amounts common and customary for comparable policies of insurance. The Department shall provide evidence of coverage to KP at any time upon reasonable request.

- b. Indemnification. The Department on the one hand, and KP on the other hand, agree to defend, indemnify, and hold harmless each other and each of their officers, trustees, directors, managers, shareholders, partners, members, employees, and affiliates from and against any and all claims, loss, damages, liability, judgments, settlements, obligations, costs, and expenses (including reasonable attorneys' fees) for or in connection with injury (including death) or damage to any person or property or other liability to the extent resulting from or a consequence of the negligent act or failure to act or willful misconduct of the indemnifying party and its respective officers, trustees, directors, managers, shareholders, partners, members, employees, affiliates, subcontractors, or agents.

19. NO THIRD PARTY BENEFICIARIES.

With the exception of Section 6 (Member Hold Harmless), which shall be construed to be for the benefit of Members, nothing in this Agreement shall be construed to give any person or entity other than the Department or KP any benefits, rights or remedies. No action to enforce the terms of this Agreement may be brought by any person or entity other than the Department or KP.

20. NOTICE.

All notices provided under this Agreement shall be in writing, signed by an authorized signatory, and shall be deemed given upon receipt if sent to the addresses listed below as follows: (1) personally delivered; (2) sent by United States Postal Service, postage prepaid, certified, and return receipt requested; or (3) sent by a commercial service with proof of delivery. Any party may change its address for notice purposes by written notice to the other party.

If to the Department:

Brian L. Cummings
Fire Chief
200 N Main Street, Room 1800
Los Angeles, CA 90012

If to KP:

Calvin C. Dong
Director
SCAL Ambulance Operations
12254 Bellflower Boulevard
Downey, CA 90242

21. ENTIRE AGREEMENT.

This Agreement constitutes the complete understanding and agreement between the parties as to its subject matter.

***** SIGNATURE PAGE FOLLOWS *****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES, a
a California Municipal Corporation

KAISER FOUNDATION HEALTH PLAN,
a California Nonprofit Public Benefit
Corporation

By _____
BRIAN L. CUMMINGS
Fire Chief

By _____
Patti Harvey, RN, MPH, CPHQ
SVP, QRM, Patient Care Services
Clinical Operations Support
Kaiser Foundation Health Plan/Hospital
Southern California Region

Date _____

Date _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By _____
ANTHONY-PAUL DIAZ
Deputy City Attorney

Date _____

ATTEST:

JUNE LAGMAY, City Clerk

By _____
Deputy City Clerk

Date _____

Exhibit A Federal Program Compliance

Medicare

KP and/or its affiliates are required to include the provisions in this Exhibit in any subcontracts. In addition to all other obligations and rights set forth in this Agreement, the Department shall comply with the following provisions with respect to Members who are enrolled in a Medicare Advantage or Medicare Cost Program. While this Exhibit and the Agreement are intended to complement one another, should there be an irreconcilable conflict between them, this Exhibit shall control as to issues arising from Services rendered to Members enrolled in a Medicare Advantage or Medicare Cost Program.

1. **Medical Records.** [42 CFR §422.118] The Department shall (a) abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (b) ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas; (c) maintain medical records and information in an accurate and timely manner and for ten years after termination or expiration of this Agreement or the date of completion of any audit, whichever is later; and (d) ensure timely access by Members to the records and information that pertain to them.
2. **Prompt Payment.** [42 CFR §422.520(b)] The Department shall be paid for Services rendered to Members within the lesser of 30 days of receipt of a properly submitted, supported and undisputed claim or the time period set forth in this Agreement.
3. **Member Hold Harmless.** [42 CFR §422.504(g)(1)(i)&(i)(3)(i), §422.105(a)] The Department agrees that in no event including, but not limited to, nonpayment by or insolvency of KP or breach of this Agreement, shall the Department bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against a Member or a person acting on behalf of a Member for fees that are the legal obligation of KP. This Section 3 shall be construed in favor of the Member as an intended third party beneficiary. It shall survive the termination of the Agreement, the insolvency of KP or its affiliates, and shall supersede any oral or written agreement between the Department and a Member.
4. **Continuation of Benefit.** [42 CFR §422.504(g)(2)] In the event of the termination or expiration of this Agreement, KP or its affiliates' insolvency, or other cessation of business, the Department shall continue to provide Services for all Members through the period for which premium was paid. This Section 4 shall be construed in favor of the Member as an intended third party beneficiary. It shall survive the termination of the Agreement, the insolvency of KP or its affiliates, and shall supersede any oral or written agreement between the Department and a Member.

5. **Audit and Inspection.** [42 CFR §422.504(e)(4)&(i)(2)] The Department of Health and Human Services, the U.S. Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent facilities, contracts, books, documents, papers, and records of the Department involving transactions related to KP or its affiliates' Medicare contracts during the period of this Agreement and for ten years after termination or expiration of this Agreement or the date of completion of any audit, whichever is later. The Department shall retain such contracts, books, documents, papers, and records for such period.
6. **Accountability and Delegation.** [42 CFR §422.504(i)(3)&(4)] KP shall only delegate activities or functions to the Department pursuant to a written delegation agreement in compliance with 42 CFR §422.502(i)(4)&(5), which require, among other things, a covenant of the Department that it will comply with all applicable Medicare laws, regulations, and CMS instructions. To the extent KP delegates any functions for which it is responsible, KP shall retain the right to monitor performance of the delegated functions and to revoke such delegation KP or CMS determines that performance is unsatisfactory. If KP delegates the selection of providers, such Health Plan retains the right to approve, suspend or terminate any such selection.
7. **Exclusion.** [42 CFR §422.752(a)(8) and §422.204(b)(4)] The Department represents that (a) it is not excluded from participation in Medicare under Sections 1128 or 1128A of the Social Security Act, (b) it does not knowingly employ or contract with an individual or entity so excluded, and (c) no practitioner providing services to a Member has opted out of Medicare. This representation shall be continuing throughout the term of this Agreement and the Department shall promptly notify KP if such representation can no longer be made.
8. **Certification of Data.** [42 CFR §422.504(l)(3)] The chief executive officer of the Department, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by KP, that the encounter data and other data supplied by the Department are accurate, complete and truthful (based on their best knowledge, information, and belief).
9. **Termination.** [42 CFR §422.202(d)(4), §422.506(b), and §422.510] If the Agreement may be terminated without cause, the minimum period of notice shall be at least 60 days, but shall be greater if provided in the Agreement. If a Medicare Advantage contract between an affiliate of KP and CMS is terminated or not renewed, this Agreement will be terminated as to those Medicare Advantage Members, unless CMS determines otherwise (and KP agrees). If the Department provides primary care services to Members, the Department shall provide at least 30 days notice before terminating the Agreement.
10. **Access to Books and Records.** [42 USC §1395x(v)(1)(I)] If this Agreement is determined to be subject to the provisions of 42 USC §1395x(v)(1)(I), which governs access to books and records of contractors providing services to Members, the Department agrees to permit representatives

of the Secretary of the U.S. Department of Health and Human Services and the U.S. Comptroller General to have access to this Agreement and to the books, documents, and records of the Department, as necessary to verify the costs of this Agreement in accordance with criteria and procedures contained in applicable federal regulations.

11. **Advanced Directives.** [42 CFR §422.128(b)(1)(ii)(E)&(F)] The Member's medical record shall reflect, in a prominent part, whether or not the Member has executed an advance directive. The Department may not condition the provision of care or otherwise discriminate against a Member based on whether or not the Member has executed an advanced directive.

12. **Compliance.** [42 CFR §422.504(i)&(j)] The Department shall comply and shall require any subcontractors providing services to Medicare Members, to comply with all applicable Medicare laws and regulations (including without limitation those designed to prevent or ameliorate fraud, waste and abuse), with CMS instructions, with the Policies, and with applicable contractual obligations under Medicare contracts, as amended from time to time. The Department shall cooperate, assist and provide information, as requested by KP, for KP's compliance with Medicare requirements.

13. **Credentialing.** [42 CFR §422.504(i)(4)(iv) and 422.204] The Department agrees to cooperate with KP and/or its affiliates' credentialing process for providers rendering services to Medicare Members (including recredentialing at least every 3 years) or allow KP to access, approve and audit the Department's credentialing process.

14. **Access to Services.** [42 CFR §422.112(a)(1),(7),(8), §422.110(a) and §422.206(a)(2)] Services shall be available and accessible in a timely manner, during hours of operation convenient to the population served, and in a manner that does not discriminate against Members. The Department shall not discriminate against Members on the basis of health status (including medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, conditions arising out of acts of domestic violence and disability), race, ethnicity, national origin, religion, sex, age, mental or physical disability, sexual orientation, or source of payment. Information about treatment options shall be provided to Members in a culturally competent manner, including the option of no treatment, and with appropriate assistance for Members with limited communication skills and disabilities.

15. **Quality Assurance.** [42 CFR §422.152] The Department shall participate in and cooperate with KP's quality assurance and improvement programs, including cooperating with any independent or external review organization retained by KP as part of its quality assurance and improvement programs.

16. **Subcontractors.** [42 CFR §422.504(i)(3)] If the Department provides services to Members through a subcontractor, the Department shall require such subcontractor to provide services to Members consistent with KP's contractual obligations.

Federal Employee Health Benefits Program

KP and/or its affiliates (collectively, "Health Plans") have entered into contracts with the U.S. Office of Personnel Management ("OPM") to provide or arrange health care services for persons enrolled in the Federal Employees Health Benefits Program ("FEHBP"). OPM requires Health Plans to include the provisions in this Exhibit in any subcontracts. In addition to all other obligations and rights set forth in this Agreement, the Department shall comply with the following provisions with respect to Members who are enrolled in FEHBP. While this Exhibit and the Agreement are intended to complement one another, should there be an irreconcilable conflict between them, this Exhibit shall control as to issues arising from services rendered to FEHBP Members.

1. **Service Obligations.** [FEHBP Contract §§1.9, 1.11, 1.20, and 1.27] The Department and its health care providers shall cooperate with Health Plan's quality standards, implementation of patient safety improvement programs, and disaster recovery plan and assist Health Plan with collection of data for quality assurance records.
2. **Hold Harmless.** [FEHBP Contract §2.9] In the event of (a) insolvency of Health Plan or of the Department, or (b) Health Plan's or the Department's inability to pay expenses for any reason, the Department shall not look to Members for payment, and shall prohibit health care providers from looking to Members for payment.
3. **Billing and Payment.** [FEHBP Contract §§2.3(g), 2.6(b), and 2.11] The Department shall cooperate with Health Plan in the performance of its obligations under the FEHBP Contract to administer and coordinate benefits, pay claims and recoup erroneous payments (for which no time limit applies to such recoupments). The Department shall submit claims on the appropriate CMS 1500 form or UB-04 form and shall make all reasonable efforts to submit claims electronically.
4. **Termination of FEHBP Contract.** [FEHBP Contract §4.59] If an FEHBP Contract is terminated by OPM, the Agreement and all subcontracts shall be terminated with respect to FEHBP Members, and the parties shall assign to the government, as directed by OPM, all right, title, and interest of Health Plan under the Agreement and subcontracts terminated.
5. **Continuation of Care.** [FEHBP Contract §1.24] In the event Health Plan terminates its FEHBP contract with OPM or terminates this Agreement other than for cause, or in the event Health Plan terminates its participating plan agreement with the Department other than for cause, the Department and Health Plan agree that specialized care (if any is provided under this Agreement) shall continue to be rendered and paid under the terms of this Agreement for those Members who are undergoing treatment for a chronic or disabling condition or who are in the second or third trimester of pregnancy for up to 90 days, or through their postpartum period, whichever is later. The Department shall also promptly

transfer all medical records to the designated new provider during or upon completion of the transition period, as authorized by the Member and shall give all necessary information to Health Plan for quality assurance purposes.

6. **Confidentiality.** [FEHBP Contract §1.6(b)] The Department shall hold confidential all medical records of Members, and information relating thereto, except (a) as may be reasonably necessary for administration of the FEHBP Contract, (b) as authorized by the Member or his or her guardian, (c) as disclosure is necessary to permit government officials having authority to investigate and prosecute alleged civil or criminal actions, (d) as necessary to audit the FEHBP Contract, (e) as necessary to carry out the coordination of benefit provisions of the FEHBP Contract, and (f) for bona fide medical research or educational purposes (only if aggregated).

7. **Maintenance and Audit of Records.** [FEHBP Contract §§5.7 and 48 CFR §§2.101, 52.215-2] OPM and other government officials have the right to inspect and evaluate the work performed or being performed under the FEHBP Contract, records involving work or transactions related to the FEHBP Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If government officials or their authorized representatives request access, inspection or evaluation of such the Department records or premises, the Department shall cooperate by providing access to records and facilities until six years after final payment or settlement under the FEHBP Contract.

8. **Notice of Significant Events.** [FEHBP Contract §1.10 and 48 CFR §1652.222-70] The Department agrees to notify Health Plans of any Significant Event within seven business days after the Department becomes aware of it. A "Significant Event" is any occurrence or anticipated occurrence that might reasonably be expected to have a material effect upon the Department's ability to meet its obligations under the Agreement.

9. **Compliance.** [FEHBP Contract §§1.20, 5.5, 5.47, and 5.56 and 48 CFR 52.203.7] the Department and Health Plans shall comply with the Health Care Consumer Bill of Rights (at <http://www.opm.gov/insure/archive/health/cbrr.htm>), as amended from time to time. the Department and its health care providers shall comply with the Anti-Kickback Act and its implementing regulations and shall not pay any person for influencing or attempting to influence a government entity or employee. Health Plans shall not be liable for payment to the Department for services rendered by a provider debarred, excluded or suspended from participation in any federal program. In addition, as requested, the Department shall cooperate with, assist, and provide information to a Health Plan as needed for Health Plan's compliance with all FEHBP Contract requirements.

10. **Health Information Technology.** [FEHBP Contract §1.27] As the Department implements, acquires, or upgrades health information technology systems, it shall use reasonable efforts to utilize, where available, certified health information technology systems and products that meet interoperability standards

recognized by the Secretary of Health and Human Services ("Interoperability Standards"), have already been pilot tested in a variety of live settings, and demonstrate meaningful use of health information technology in accordance with the HITECH ACT. the Department shall also encourage its subcontracted providers to comply with applicable Interoperability Standards.

11. **Licensure and Other Credentials.** [FEHBP Contract §1.9(f)] The Department shall require that all physicians providing services to Members comply with Health Plan's credentialing requirements.