



**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-20011214  
FOR  
MEDI-CAL MENTAL HEALTH MANAGED CARE  
PSYCHIATRIC INPATIENT HOSPITAL SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-20011214 for Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services is made and entered into on July 1, 2020 (“Effective Date”) between The Regents Of The University Of California, As Described In Article IX, Section 9 Of The California Constitution, On Behalf Of University Of California, Irvine Medical Center (“Contractor”), with a place of business at 333 City Boulevard West, Suite 200, Orange, CA.92868, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-20011214 for Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services, effective July 1, 2017 through June 30, 2020, for the negotiated rates of \$865 per day for Adolescent/Child and \$825 per day for Adult Psychiatric Inpatient Hospital Services (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend the Standard language paragraphs of the Contract due to required regulatory language and changes needed for the term of the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021; on the amended terms and conditions and for the negotiated rates of \$995 per day for Adolescent/Child and \$925 per day for Adult Psychiatric Inpatient Hospital Services, for this renewal period.
2. Paragraph IV.B and IV.B.1. to the Contract are deleted in their entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List the Social Security Administration’s Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all

employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year.

CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own). CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own)."

3. Paragraph IV.D.1. to the Contract is deleted in its entirety and replaced with the following:

"1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents."

4. Paragraph V.C. is added to the Contract as follows:

"C. As CONTRACTOR of a public institution, COUNTY understands and agrees that CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to releasing such information."

5. Paragraph VI. is added to the Contract as follows:

**"VI. CONFLICT OF INTEREST**

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties."

6. Paragraph VIII. is added to the Contract as follows:

**“VIII. DISPUTE RESOLUTION**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, (not to exceed 30 days after written notice of such dispute is given by one party hereto to the other party), such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the settlement of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already agreed to a negotiated settlement.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, COUNTY and CONTRACTOR agree to proceed diligently with the performance of their respective duties and responsibilities pursuant to this Agreement, including but not limited to the delivery of goods, provision of services and/or disbursement of payments. CONTRACTOR’s or COUNTY’s failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any decision of COUNTY to agree to a negotiated settlement shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to agree to a negotiated settlement within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.”

7. Paragraph VII to the Contract is deleted in its entirety and replaced with the following:

“CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all

covered employees for the period prescribed by the law.”

8. Paragraph XI., subsections B and C to the Contract are deleted in their entirety and replaced with the following:

“B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
23. 42 CFR, Section 438, Managed Care Regulations

C. CONTRACTOR attests that all CONTRACTOR physicians providing services under this Agreement are and will continue to be as long as this Agreement remains in effect, the holders of currently valid licenses to practice medicine in the State of California and are

members in good standing of the medical staff of CONTRACTOR's facility.”

9. Paragraph XVIII. to the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.



I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

10. Paragraph XIX. to the Contract is deleted in its entirety and replaced with the following:

“CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication. CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.”

11. Paragraph XXV. (entitled Termination) to the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. In such an instance, COUNTY shall notify CONTRACTOR in writing, of its need to implement a CAP. Such notice must be sent in accordance with the Notices section of this Agreement and must detail the nature of the deficiency. COUNTY and/or ADMINISTRATOR shall allow CONTRACTOR not less than thirty (30) calendar days from CONTRACTOR’s receipt of COUNTY’s notice, to substantially cure the deficiency detailed in the CAP. If CONTRACTOR fails to substantially cure the deficiency within such thirty (30) calendar day period, CONTRACTOR or County may exercise the right to terminate the Agreement, pursuant to the Termination for Breach provision of this Agreement.

B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

#### C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced term of the Agreement.

E. In the event this Agreement is terminated CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. Until the date of termination, continue to provide the same level of service required by this Agreement.
4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

F. Either Party may terminate this Agreement, without cause, upon thirty (30)-calendar day written notice given the other party.

12. In Exhibit A of the Contract, Section I. (entitled Common Terms and Definitions), subsections A., D., G. and W. are deleted in their entirety and replaced with the following:

“A. Administrative Day means those days authorized by ADMINISTRATOR’s designated Utilization Case Management Unit when the client no longer meets criteria for acute psychiatric hospital services and remains in the facility due to unavailability of access to non-acute residential treatment facilities.”

“D. ASO means Administrative Services Organization and refers to administrative and mental health services components that include maintenance of a contract provider network including credentialing and contracting, adjudication of provider claims for outpatient and inpatient specialty mental health services, and the operation of a 24-hour telephone access and authorization line.”

“G. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis and need immediate evaluation. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes.”

“W. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.”

13. In Exhibit A of the Contract, Section III. (entitled Patient’s Rights) is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms



in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter

D. No provision of this Agreement shall be construed as replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500."

14. In Exhibit A of the Contract, Section IV. (entitled Payments), subsections A.5.a. and A.5.b. are deleted in their entirety and replaced with the following:

"a. When Medi-Cal eligible mental health services are provided by a psychiatrist, such services shall be billed to COUNTY's ASO. Prior authorization and notification are not required prior to providing these services.

b. When Medi-Cal eligible medical services are provided by a physician, such services shall be billed to the designated medical health plan, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services."

15. In Exhibit A of the Contract, Section VI. (entitled Services), subsection B. is deleted in its entirety and replaced with the following:

"B. CLIENTS SERVED – CONTRACTOR shall admit and serve all Clients referred by ADMINISTRATOR who meet the ADMINISTRATOR's criteria for acute psychiatric hospitalization and who also meet the criteria approved by DHCS and the guidelines under Title 9, Chapter 11, Section 1820.205. This may include Clients with co-morbid medical conditions and substance use disorder. CONTRACTOR shall not refuse admissions of Clients if they meet all the admission criteria identified above. CONTRACTOR may admit and serve Clients not referred by the ADMINISTRATOR or the County CSU; however, CONTRACTOR must first notify the ADMINISTRATOR of any Client served under the Agreement who has not been referred by ADMINISTRATOR or the County CSU upon admission."

16. In Exhibit A of the Contract, Section VI. (entitled Services), subsection C.2.a.9.c. is deleted in its entirety and replaced with the following:

“c) CONTRACTOR shall document in the Client’s medical record, for those Clients being referred to a non-acute residential treatment facility at discharge, having made at least one contact per day (except weekends and holidays), starting with the day the Client is placed on administrative day status. Once five contacts have been made and documented, any remaining days within the seven consecutive day period can be authorized. The ADMINISTRATOR can waive the five contacts per week requirement if there are fewer than five appropriate non-acute residential treatment facilities available as treatment options.”

17. In Exhibit A of the Contract, Section VI. (entitled Services), subsection C.2.a.9.d. is deleted in its entirety.

18. In Exhibit A of the Contract, Section VI. (entitled Services), subsections C.2.a.9.f and C.2.a.13. are deleted in their entirety and replaced with the following:

“f) CONTRACTOR shall arrange a specific date and time for an aftercare appointment with a COUNTY outpatient clinic, for any Client referred to outpatient treatment at discharge. CONTRACTOR shall send through secure electronic mail to the COUNTY outpatient clinic, at the time of discharge, the Hospital Discharge Referral Form or the hospital’s aftercare plan, the initial psychiatric evaluation, the history and physical examination report, recent lab studies, the medication list, and any medical consults.”

“13)Linkages with COUNTY-operated clinics or COUNTY contracted behavioral health clinics or programs. Linkages must be made five (5) days a week, Monday through Friday. Linkages must be documented in the Client’s medical record.”

19. In Exhibit A of the Contract, Section VI. (entitled Services), subsection C.2.c. is deleted in its entirety and replaced with the following:

“c. TESTIMONY SERVICES – CONTRACTOR will provide expert witness testimony by appropriate mental health professionals in all legal proceedings required for the institutionalization, admission, or treatment of COUNTY Clients. These services shall include, but not be limited to, writs of habeas corpus, capacity hearings, conservatorship, probable cause hearings, court-ordered evaluation, and appeal and post-certification proceedings. ADMINISTRATOR shall provide representation to CONTRACTOR, at ADMINISTRATOR’s cost and expense, in all legal proceedings required for conservatorship. CONTRACTOR shall cooperate with ADMINISTRATOR in all such proceedings. ADMINISTRATOR will provide hearing officers for probable cause hearings for Clients approved by ADMINISTRATOR only, all other hearings will be provided at CONTRACTOR’s cost and expense.”

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: The Regents Of The University Of California, As Described In Article IX, Section 9 Of The California Constitution, On Behalf Of University Of California, Irvine Medical Center**

Nasim Afsar, MD MBA \_\_\_\_\_

Print Name

Chief operating officer, Amb Care \_\_\_\_\_

Title

DocuSigned by:

*Nasim Afsar, MD MBA* \_\_\_\_\_

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2/28/2020 \_\_\_\_\_

Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean \_\_\_\_\_

Print Name

Deputy County Counsel \_\_\_\_\_

Title

DocuSigned by:

*Brittany McLean* \_\_\_\_\_

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2/28/2020 \_\_\_\_\_

Date