

**AMENDMENT NO. 1****TO****CONTRACT NO. MA-042-20010584****FOR****Public Health Medical Services**

This Amendment ("Amendment No. 1") to Contract No. MA-042-20010584 for Public Health Medical Services is made and entered into on July 1, 2023 ("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 and UCI University Physicians & Surgeons ("Contractor"), with a place of business at 333 City Blvd West, Suite 500, 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 Street, Suite 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-042-20010584 for Public Health Medical Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$150,000, renewable for one additional two-year Period ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to modify Paragraph XVII. of the Contract, to replace Exhibit A of the Contract, and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

- 1) The Contract is renewed for a period of two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$105,000 for this renewal period, for a revised total contract amount not to exceed \$255,000; on the amended terms and conditions.
- 2) Referenced Contract Provisions, Term provision and Maximum Obligation provision of the Contract is deleted in its entirety and replaced with the following:

"Term: July 1, 2020 through June 30, 2025

Period One means the period July 1, 2020 through June 30, 2021

Period Two means the period July 1, 2021 through June 30, 2022

Period Three means the period July 1, 2022 through June 30, 2023

Period Four means the period July 1, 2023 through June 30, 2024

Period Five means the period July 1, 2024 through June 30, 2025

Total Amount Not to Exceed:

Period One Amount Not to Exceed:                   \$ 50,000

Period Two Amount Not to Exceed:	\$ 50,000
Period Three Amount Not to Exceed:	\$ 50,000
Period Four Amount Not to Exceed:	\$ 52,500
Period Five Amount Not to Exceed:	<u>\$ 52,500</u>
Total Amount Not to Exceed:	\$255,000”

- 3) Page 3, Contents, lines 8 through 17 of the Contract is deleted in its entirety and replaced with the following:

**“CONTENTS**

**EXHIBIT A**

- I. Cultural Competency
- II. Definitions
- III. Interruption of Services
- IV. Issue Resolution
- V. Medical Records
- VI. Payments
- VII. Reports
- VIII. Services”

- 4) All references in the Contract to “Agreement” shall be replaced with “Contract.”
- 5) Paragraph XVII. Maximum Obligation, Subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. The Total Amount Not to Exceed of COUNTY for services provided in accordance with this Contract, and the separate Amounts Not to Exceed for each Period under this Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.”

- 6) All references in the Contract to “Maximum Obligation” shall be replaced with “Amount Not to Exceed.”
- 7) Exhibit A of the Contract is deleted in its entirety and replaced with the following:

**“I. CULTURAL COMPETENCY**

CONTRACTOR shall provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to records of participation in COUNTY- sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

**II. DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

A. Fiscal Intermediary: The entity authorized by COUNTY to receive, process, and pay CONTRACTOR's claims for services provided.

B. Liaison (Hospitalist/Physician) Services: Enhanced coordination of physician care and improved communication with attending physicians.

C. Inpatient Services: All Medical Services including Critical Care, Non-Critical Care, and Isolation Services, which are provided by CONTRACTOR to patients receiving treatment that requires a hospital stay, excepting Physician Services, pursuant to the Contract.

D. Medical Services: Any authorized service or exam deemed medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to prevent serious deterioration of health.

E. Outpatient Services: All Medical Services including emergency room, specialty, and diagnostic services, which are provided by CONTRACTOR to patients receiving treatment that does not require a hospital stay, excepting Physician Services, pursuant to the Contract.

F. Physician Services: All Medical Services, which are provided by a licensed physician, including supervision of interns and residents.

G. Public Health Patients:

1. Persons referred to CONTRACTOR by ADMINISTRATOR, including those with a confirmed or suspected communicable disease, and adult mental health persons needing medical care.

2. Inpatient(s) with no other source of payment who, at the time CONTRACTOR proposes to discharge the person, ADMINISTRATOR determines public health considerations require that the patient remain in the hospital and denies approval of the discharge. COUNTY financial responsibility shall commence on the date ADMINISTRATOR denies approval of the discharge.

H. Prior Authorization Request (PA)/Treatment Authorization Request (TAR): A written or electronic request from ADMINISTRATOR to CONTRACTOR authorizing Medical Services for Public Health Patients.

I. Usual and Customary Charge: The amount which CONTRACTOR normally or usually charges the majority of its patients for a specified type of service, including the types of Medical Services provided hereunder.

### **III. INTERRUPTION OF SERVICES**

If CONTRACTOR is unable to provide or arrange for the provision of a substantial portion of the services hereunder for twenty (20) consecutive calendar days, COUNTY may terminate all or a portion of the Contract upon ten (10) calendar days prior written notice given at any time during or after such period to CONTRACTOR.

### **IV. ISSUE RESOLUTION**

For resolution of issues between CONTRACTOR and ADMINISTRATOR with respect to the implementation and operation of the Contract or ADMINISTRATOR's policies and procedures regarding services described herein, the following sequential steps shall apply:

A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR's staff including, but not limited to, telephone contact, facsimile machine (FAX), written correspondence, secure electronic communication and meetings, to resolve any issues or problems regarding the implementation and operation of the Contract or ADMINISTRATOR's policies and procedures regarding services described herein.

B. If the parties are unable to resolve the issue, CONTRACTOR shall give written notice to ADMINISTRATOR setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purposes and obligations of the Contract. ADMINISTRATOR shall have fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) calendar days.

C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above, to ADMINISTRATOR's Director of Public Health for final resolution.

D. The rights and remedies provided by this paragraph are in addition to those provided by law to either party.

## **V. MEDICAL RECORDS**

A. CONTRACTOR shall retain medical records in accordance with the Records Management and Maintenance Paragraph in the Contract.

B. Medical records shall be and remain the property of CONTRACTOR and shall not be removed or transferred from CONTRACTOR except in accordance with applicable COUNTY, state and federal statutes and regulations, and CONTRACTOR's regulations. To the extent permitted by law, in accordance with procedures required by law, and upon receipt of twenty-four (24) hours prior written notice from ADMINISTRATOR, CONTRACTOR shall permit ADMINISTRATOR to inspect and make copies of said records. CONTRACTOR shall provide copies of such records to ADMINISTRATOR and any person authorized by ADMINISTRATOR upon request. Consultation reports for Public Health Patients referred to CONTRACTOR for specialty and diagnostic services shall be provided to ADMINISTRATOR within fourteen (14) calendar days of the visit, or sooner if CONTRACTOR receives an urgent request from ADMINISTRATOR.

## **VI. PAYMENTS**

A. COUNTY shall compensate CONTRACTOR for providing Liaison (Hospitalist/Physician) Services, in the amount of \$13,125 per quarter, not to exceed a total of \$52,500 for Period Four and Period Five, as specified in the Referenced Contract Provisions of this Contract. COUNTY shall reimburse CONTRACTOR for services, and CONTRACTOR shall make payment to physician for Liaison Services. COUNTY may withhold payment for Liaison Services if services are not provided in accordance with Subparagraph VII.B. of this Exhibit A of the Contract.

B. COUNTY, through its contracted Fiscal Intermediary, shall compensate CONTRACTOR for providing Inpatient Services (Critical Care, Non-Critical Care, and Isolation Services) and Outpatient Services described herein, at thirty-five percent (37%) of billed Usual and Customary Charges.

C. COUNTY, through its contracted Fiscal Intermediary, shall compensate CONTRACTOR for providing Physician Services described herein, at one hundred seventy and one-sixth percent (170.6%) of the current Medicare Area 26 Resource-Based Relative Value Scale fee schedule for all physician services except Anesthesia. The Anesthesia reimbursement rate shall be \$63 per ASA Base unit. CONTRACTOR shall convert all billings for Physician Services to Medicare rates or ASA rate as applicable, prior to submitting billings to COUNTY's Fiscal Intermediary. CONTRACTOR shall make payment to physicians for Physician Services.

### **D. BILLING**

1. Liaison (Hospitalist/Physician) Services – CONTRACTOR shall submit to COUNTY quarterly in arrears, an invoice in a form approved by ADMINISTRATOR. The quarterly invoice shall include number of hours of Liaison Services provided each week.

2. Inpatient, Outpatient and Physician Services – CONTRACTOR shall submit to the Fiscal Intermediary, claims for patient billings for Inpatient, Outpatient, and Physician Services as described in Subparagraph VIII.B. of this Exhibit A of the Contract. CONTRACTOR shall include the following information: patient name, date of birth, Social Security number, PA/TAR number, date of service, number and type of service, diagnosis code, Usual and Customary Charges, and private insurance and Medicare and Medi-Cal payment denials, when appropriate. CONTRACTOR shall not be required to retain PA/TARs for more than one hundred eighty (180) calendar days from billing date.

3. CONTRACTOR shall submit Inpatient, Outpatient, and Physician Services claims within forty-five (45) calendar days of the dates of service provided, unless the delay is related to the third-

party payer reimbursement and/or appeal process as outlined in Subparagraph D.4. below. COUNTY shall have no liability for payment of claims submitted more than one hundred eighty (180) calendar days after the dates of service provided unless the delay is related to the third-party payer reimbursement and/or appeal process.

#### 4. Third-Party Reimbursement

a. CONTRACTOR shall first bill other third-party payers for Inpatient, Outpatient and Physician Services, including but not limited to, private insurance, Medicare, Medi-Cal, TB Medi-Cal, and CalOptima. When billing COUNTY for patients for whom revenue has not been received, CONTRACTOR shall submit to COUNTY a copy of the written denial of payment.

b. CONTRACTOR shall appeal all denials of services related to third-party payers in a timely fashion prior to submitting invoices to COUNTY for payment.

c. COUNTY shall not reimburse services where CONTRACTOR has not billed or appealed the claim to a third-party payer according to industry standards.

d. Any reimbursement of services by COUNTY for Public Health Patients shall be limited to reimbursement of services for which no payment is or will be made through a third-party payer. COUNTY shall not reimburse any deductibles or co-payments required by a Public Health Patient's insurance coverage.

e. CONTRACTOR shall submit Inpatient, Outpatient and Physician Services claims with dates of service no older than those provided in the past ninety (90) calendar days, unless the delay is related to the third-party payer appeal process. COUNTY has no liability for payment of claims or invoices submitted more than one hundred eighty (180) calendar days after the dates of service provided, unless the delay is related to the third-party payer appeal process. If claims are submitted more than ninety (90) calendar days after the dates of services provided, CONTRACTOR shall include supporting documentation of a third party payer appeal process for said claims. COUNTY has no liability for payment of claims or invoices delayed due to a third-party payer appeal process if claims or invoices submitted are more than one hundred eighty (180) calendar days after the dates of service provided.

E. The Fiscal Intermediary will deny all claims that do not meet the conditions and requirements of this Contract for claim submission, processing, and reimbursement.

F. COUNTY shall pay CONTRACTOR within forty-five (45) business days after receipt of claims, invoices, and documentation specified above.

G. For services which CONTRACTOR is unable to provide and must secure from an independent entity, COUNTY shall reimburse CONTRACTOR at rates as specified in Subparagraphs B. and C. above. The billing shall be submitted on an itemized invoice separate from claims or invoices specified in Subparagraph D. above and shall be accompanied by supporting documentation which shall be retained in CONTRACTOR's and ADMINISTRATOR's files.

H. CONTRACTOR shall obtain the following service authorizations:

1. Authorization for emergency Medical Services or emergency Inpatient Services shall consist of a TAR approved by ADMINISTRATOR.

2. Prior authorization for non-emergency Inpatient and Outpatient Services shall consist of a TAR approved by ADMINISTRATOR.

I. Billing, service authorization, and data reporting requirements set forth in the Contract may be amended, by mutual written Contract, between CONTRACTOR and ADMINISTRATOR.

## **VII. REPORTS**

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by either party.



B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

### VIII. SERVICES

A. CONTRACTOR shall provide authorized Medical Services, including Inpatient, Outpatient, and Liaison (Hospitalist/Physician) Services to Public Health Patients. Services to said patients shall be available and provided in the same manner as provided to CONTRACTOR's other patients. Services to be provided by CONTRACTOR shall include, but not be limited to, the following:

1. Liaison (Hospitalist/Physician) Services including working with COUNTY physicians to facilitate the care of Public Health Patients with communicable diseases such as TB, CONTRACTOR's case managers to facilitate discharges and transfers and CONTRACTOR's outpatient clinic managers to facilitate coordination of care.

2. Inpatient Services – Critical Care, Non-Critical Care, and Isolation Services (Airborne, Contact and/or Droplet Standard Precautions) including intensive care, acute respiratory care services, all Physician Services, nursing, ancillary, diagnostic, pharmacy, and other Medical Services.

3. Outpatient Services

a. Comprehensive Emergency Medical Services including all Physician Services provided by the physician on duty and consulting physician; all routine, general, diagnostic services including CT and MRI scans; and other Medical Services required during the visit including, but not limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing support or care.

b. Specialty Services including all Physician Services and all diagnostic, routine, general, and other Medical Services required by an outpatient during the visit, including, but not limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing support or care during the course of the visit. Specialty services to be provided by CONTRACTOR shall include, but not be limited to, internal medicine, respiratory/pulmonary medicine, infectious disease, otolaryngology, ophthalmology, orthopedics, urology, gynecology, rheumatology, hematology, dermatology, and radiation therapy. Services shall be provided within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if CONTRACTOR receives an urgent TAR from ADMINISTRATOR.

c. Diagnostic Services including all Physician Services and technical components for complex laboratory or x-ray services including, but not limited to, radiology (radiographs, CT, and MRI scans), bronchoscopes, biopsies, ultrasounds, and other specialized tests. Services shall be provided within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if CONTRACTOR receives an urgent TAR from ADMINISTRATOR.

B. CONTRACTOR shall provide a Liaison (Hospitalist/Physician) who shall coordinate care of all referred communicable disease patients with ADMINISTRATOR. If Liaison is unable to perform said Hospitalist/Physician services due to vacations, illnesses, and other planned and unplanned absences, CONTRACTOR shall give ADMINISTRATOR advance notice and provide a back-up for said Liaison. Liaison and back-up liaison shall be physicians Board certified in pulmonary or infectious disease medicine, with five (5) years or more experience in the diagnosis and treatment of individuals with communicable diseases. The Liaison and back-up liaison shall be persons mutually agreed upon by both parties. The Liaison shall perform the following duties, and such others as are deemed appropriate by ADMINISTRATOR:

1. Hospitalized Patients with Suspected or Confirmed TB or Other Communicable Diseases

- a. Coordinate and expedite the admissions process for Public Health Patients referred or transferred for hospitalization at UCIMC.
- b. Provide guidance to UCIMC Ward Teams and UCIMC's Infectious Disease Team regarding medical progress management and medical preparation of patient for discharge.
- c. Coordinate discharge planning with CONTRACTOR's and ADMINISTRATOR's case managers.
- d. Conduct direct examinations of patients with difficult diagnostic or management problems on an as-needed basis.
- e. Counsel family members on an as-needed basis.
- f. Develop and update Care Path Guidelines for inpatient diagnosis and management of suspected or confirmed TB or other communicable diseases.

2. Outpatient Referrals

- a. Coordinate and expedite arrangements for timely outpatient clinic consultations with various specialty clinics for Public Health Patients referred for complicated diagnostic or disease management problems.
- b. Review and update administrative systems for interdepartmental consultations on outpatient referrals.

3. Laboratory

Act as liaison with UCIMC Mycobacteriology Laboratory regarding diagnostic problems, selecting specimens for referral to ADMINISTRATOR's Public Health Laboratory for additional laboratory testing, etc.

4. UCIMC/ADMINISTRATOR Conferences

- a. Participate in ADMINISTRATOR's regular Pulmonary Physician/Patient Care Conferences at ADMINISTRATOR's site. At a minimum, said participation shall occur no less than thirty-six (36) times per year at a minimum rate of three (3) times per month.
- b. Coordinate and chair Tuberculosis Grand Rounds, a monthly interdisciplinary patient care conference, including but not limited to, selecting cases, contacting residents and consultants, periodically arranging for guest speakers, and acting as liaison with ADMINISTRATOR's participants.

5. Additional Responsibilities

- a. Assist ADMINISTRATOR's senior medical and administrative personnel with patient management quality assessment and process improvement issues, as needed.
- b. Assist with development of processes to provide a basis for possible revisions of guidelines for investigations or management of TB.

C. ADMINISTRATOR and CONTRACTOR shall ensure Public Health Patients are discharged or transferred to another facility, as medically and public health appropriate, in a timely manner. ADMINISTRATOR and CONTRACTOR recognize that transfers to other facilities are subject to acceptance by the receiving facility.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract."

This Amendment No.1 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms, and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 1, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either 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.

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 AND UCI UNIVERSITY PHYSICIANS & SURGEONS

BY:  DocuSigned by:  
254A2B762733426... \_\_\_\_\_ DATED: 4/20/2023

TITLE: Chief Financial Officer

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY:  DocuSigned by:  
9713A4061D4343D... \_\_\_\_\_ DATED: 4/21/2023

DEPUTY