

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

April 18, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA LOS ANGELES
CALIFORNIA (UCLA) AND DEPARTMENT OF HEALTH SERVICES (DHS) TO
REIMBURSE DHS FOR SERVICES PROVIDED TO PROSTATE CANCER PATIENTS
(All Districts) (3 Votes)**

IT IS RECOMMEND THAT YOUR BOARD:

Approve and authorize the Director of the Director of Health Services, or his designee, to sign an agreement with The Regents of the University of California on behalf of UCLA, substantially similar to Exhibit I, to reimburse DHS for services provided to prostate cancer patients enrolled in the Improving Access, Counseling, and Treatment For Californians with Prostate Cancer (IMPACT) Program on a case rate basis for an anticipated revenue in the amount of \$500,000 annually, effective retroactively to July 1, 2001 through June 30, 2002, with provisions for automatic one-year renewal periods.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving the recommended action, the Board is approving and authorizing the Director of Health Services, or his designee, to sign an agreement from UCLA to reimburse DHS for services provided to prostate cancer patients enrolled in the IMPACT Program on a case rate basis for an anticipated revenue in the amount of \$500,000 annually, effective retroactively to July 1, 2001 through June 30, 2002 with provisions for automatic one-year renewal periods.

The agreement will enable DHS hospitals to be compensated for care provided to IMPACT eligible patients and generate incremental net revenues, which should not be less than any variable costs which may be incurred. A majority of the indigent prostate cancer patients who may be eligible for the IMPACT

program in Los Angeles County are already being served by DHS hospitals. In addition to the potential financial benefits, the policy will generate goodwill in the local community by allowing DHS hospitals to better serve men with prostate cancer.

On September 21, 2000, the Chief Administrative Office and the Auditor-Controller informed the Department of the change in County policy and procedures, and the new guidelines for the timely submission of contracts for Board approval. However, it was not possible to schedule this agreement for placement on the Board's agenda three weeks prior to its effective date as required under the new policy due to delays encountered during the contract negotiations process, and the need to now gain Board approval or forfeit the opportunity for County participation in this program.

FISCAL IMPACT/FINANCING:

Revenue to DHS for services provided to UCLA IMPACT patients is estimated in the amount of \$500,000 annually.

DHS hospitals providing the applicable services are expected to operate within their Fiscal Year 2001-2002 Board adopted budgets. However, revenue offset appropriation adjustments, with no net County cost, may be submitted for Board approval, in the future, if necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The IMPACT program was established by the State of California in July of 2000 to provide health care services to low income, uninsured or underinsured individuals with a confirmed diagnosis of prostate cancer. The IMPACT program is managed by the UCLA Department of Urology under contract from the California Department of Health Services (CDHS). The CDHS administers the funding and provides oversight of the program.

The State has set aside \$50 million for the program, which is to be allocated over three years. IMPACT participants must use one of the doctors or hospitals within the program's provider network. IMPACT is in the process of contracting with several provider networks, including the DHS to obtain health care services for program enrollees in Los Angeles County. Based on the target population, it can be assumed that a majority of individuals who are eligible for the services within Los Angeles County will be identified at DHS facilities.

The recommended agreement will allow UCLA to reimburse DHS for prostate cancer services provided to patients who qualify for the CDHS' IMPACT program at negotiated per case rates.

The agreement includes arbitration and dispute resolution provisions.

The recommended agreement will be effective retroactively to July 1, 2001 through June 30, 2002, with provisions for automatic one-year renewals, and termination with or without cause upon 30 days prior written notice by either party. Under the agreement, the provision of care to impact enrollees will be subject to County Code Section 2.76.130, Priority of Admissions.

The Honorable Board of Supervisors
April 18, 2002
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Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS:

Advertisement on the Office of Small Business Countywide Web Site is not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Board's approval of the recommended action will generate additional incremental revenue to DHS hospitals for patients currently receiving prostate cancer services and patients expected to receive such services at DHS hospitals.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

BLET/CD1908.GI

SUMMARY OF AGREEMENT

1. Type of Service:

The agreement will allow UCLA to reimburse DHS for inpatient and outpatient prostate cancer services provided to patients qualified and enrolled in the State's IMPACT program.

2. Agency Address and Contact Person:

University of California Los Angeles Department of Urology
Box 951738
Los Angeles, California 90095-1738
Attention: Laura Baybridge, Administrator
Telephone number: (310) 267-4735
Fax: (310) 206-6211

3. Term:

The agreement will be effective retroactively July 1, 2001 through June 30, 2002 with provisions for automatic one-year renewal periods.

4. Financial Information:

The DHS will be reimbursed under a case rate arrangement.

5. Geographic Area Served:

Countywide.

6. Accountable for Monitoring:

DHS Facility Administrators.

7. Approvals:

Clinical and Medical Affairs:	Thomas Garthwaite, M.D., Director and Chief Medical Officer
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (as to form):	Anita D. Lee, Principal Deputy County Counsel

Contract # _____

HOSPITAL SERVICES AGREEMENT
(IMPROVING ACCESS, COUNSELING, AND TREATMENT FOR CALIFORNIANS
WITH PROSTATE CANCER [IMPACT] PROGRAM)

This Hospital Services Agreement ("Agreement") is made and entered into this first day of July 2001,

by and between

COUNTY OF LOS ANGELES
(hereafter "COUNTY"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a
Constitutional Corporation
under Article IX, Section 9 of
the Constitution of the State
of California on behalf of
University of California,
Los Angeles (hereafter
"UNIVERSITY").

WHEREAS, UNIVERSITY has been awarded a contract by the California Department of Health Services (hereafter referred to as "CDHS" or State) to act as the administrator of the CDHS' Prostate Cancer Treatment Program ("Program") pursuant to section 104320 of the California Health and Safety Code. The purpose of the Program is to develop, expand, and ensure quality prostate cancer treatment to low-income, uninsured and underinsured men throughout the State of California; and

WHEREAS, COUNTY operates six (6) licensed general acute care hospitals (hereafter referred to as "HOSPITALS") which have as their primary objective the delivery of inpatient and outpatient

hospital services and ancillary health care services, and including services to low income and uninsured men; and

WHEREAS, UNIVERSITY desires to enter into an agreement with COUNTY under which UNIVERSITY shall refer enrolled Program participants (hereafter referred to as "Participants") to Hospitals to receive certain prostate cancer treatment services (hereafter referred to as "Covered Services"); and

WHEREAS, COUNTY desires to contract with UNIVERSITY to render Covered Services to Participants under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Responsibilities of COUNTY:

A. Provision of Covered Services: COUNTY agrees to provide Covered Services described in Exhibit "A", attached hereto and incorporated herein by reference.

B. Referral Procedures: To the extent HOSPITALS have the capacity, COUNTY agrees to provide Covered Services to Participants upon the receipt of verbal or written authorization of the Program's Nurse Case Manager. As of the date of this Agreement, the name and telephone number of

the Nurse Case Manager for HOSPITALS' Region is: Barbara Clerkin, MPH, RN (310) 283-8566. HOSPITALS should direct all questions, including those related to patient eligibility, coverage, and reimbursement, to the above Nurse

Case Manager or to such other Nurse Case Manager as UNIVERSITY may subsequently identify.

C. Maintain Required Licenses and Approvals: COUNTY represents that HOSPITALS are currently, and for the duration of this Agreement shall remain, licensed as general acute care hospitals in accordance with the licensing provisions of the California Health and Safety Code (division 2, chapter 2, sections 1250, et seq.) and that they are accredited by and shall maintain accreditation by the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO").

D. Cooperation with the State: COUNTY understands that the State may, through UNIVERSITY, place certain obligations on HOSPITALS including but not limited to, case management, utilization review, and quality improvement processes, and that the State shall have the right to oversee and review the quality of care and services provided to Participants.

HOSPITALS agree to cooperate with the State and the UNIVERSITY whenever the UNIVERSITY imposes such obligations on HOSPITALS. The parties further understand and agree that all utilization review and quality improvement processes conducted by either COUNTY, UNIVERSITY and/or the State regarding the provision of services under this Agreement shall be governed and conducted in accordance with

applicable laws and regulations, including but not limited to, California Evidence Code sections 1156 and 1157.

E. Non-Discrimination: COUNTY shall not discriminate in the treatment of Participants on the basis of race, color, ancestry, marital status, national origin, gender, sexual orientation, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws.

F. Priority of Admission: COUNTY agrees to provide Covered Services on the same basis as such services are provided to other patients of HOSPITALS. No special consideration, either favorable or unfavorable, shall be extended to Participants under this Agreement because of their affiliation with UNIVERSITY other than as specifically

provided for this Agreement. UNIVERSITY recognizes that COUNTY accepts Participants as patients as staffing, equipment, and bed availability allow. This acceptance of patients is further subject to HOSPITALS' responsibility to provide care first to any emergency patients and others, including those not covered under this Agreement to whom HOSPITALS have a legal responsibility to provide care, including, but not limited to, any obligation of care of COUNTY under section 17000 of the Welfare and Institutions code, or the Los Angeles County Code.

G. Medical Staff Requirements: The parties agree that any physician admitting Participants to HOSPITALS must be a member in good standing of any HOSPITAL medical staff. It is expressly understood by the parties hereto that COUNTY has the sole and exclusive responsibility for all medical staff membership determinations, including but not limited to, determining whether a physician may be granted admitting privileges, and that neither the UNIVERSITY nor the State shall in any way participate in and/or control the COUNTY'S decision-making process.

H. Compliance with Program Policies and Procedures: To

the extent not inconsistent with the medical staff bylaws at HOSPITAL, COUNTY agrees to comply with all Program policies and procedures as may be developed and amended from time to time by the UNIVERSITY and the State. COUNTY further agrees to make a good faith effort to address patient complaints relating to services provided under this Agreement to Participants and shall cooperate with the UNIVERSITY and the State in resolving any such complaints.

I. Notice of Changed Circumstances: HOSPITALS agree to notify UNIVERSITY in writing within thirty (30) days of any change(s) in any of HOSPITALS' telephone numbers, addresses and/or business hours.

J. Eligibility Determinations: UNIVERSITY will be responsible for determining a patient's eligibility for the Program in accordance with eligibility policies and procedures established by the UNIVERSITY and the State.

2. Compensation: Subject to the provisions of this Paragraph 2, UNIVERSITY shall, in its capacity as the administrator for the Program on behalf of the State, pay COUNTY for rendering Covered Services to Participants under this Agreement in accordance with Exhibit "A", attached hereto. Acting on behalf of the State, the UNIVERSITY may from time to time establish or adopt other fee schedules or amendments to

Exhibit "A" which shall be binding on COUNTY. Any such changes to Exhibit "A" will be posted on the website identified in Paragraph 2.A below, and UNIVERSITY will provide a revised Exhibit "A" to COUNTY within 30 days of posting such changes. Except as otherwise expressly provided herein, COUNTY shall accept payment made by UNIVERSITY on behalf of the State in accordance with this Agreement as full and complete payment for Covered Services rendered to Participants. COUNTY shall refund to all Participants for whom payment is ultimately made under this Agreement any amounts which Participant paid to COUNTY for Covered Services during the term of the Agreement.

A. Electronic Claims Submissions: COUNTY shall submit all claims for Covered Services provided to Participants electronically to UNIVERSITY within sixty (60) calendar days following the later of (i) the date services are rendered or (ii) the date UNIVERSITY confirms the Participant's eligibility for Program participation, and notifies the COUNTY of Participant's enrollment in the Program. Claims shall be submitted by accessing UNIVERSITY'S website:

www.california-impact.org/providers

HOSPITAL'S failure to submit claims within sixty (60) days shall be cause for denial of payment for such claims by UNIVERSITY. HOSPITAL must also provide UNIVERSITY with a

primary e-mail address in order to log onto the system and enter patient information.

B. Payment by UNIVERSITY: UNIVERSITY shall pay COUNTY for complete claims submitted by COUNTY for Covered Services rendered to Participants within sixty (60) calendar days after receipt of complete claims. For purposes of this Agreement, in order for a claim to be deemed complete, it must include all of the information required on the website's claim form, which shall reflect the State's billing requirements for the Program.

C. Billing of Participants: COUNTY agrees that Participants shall not be held liable for any sums owed to COUNTY by UNIVERSITY or the State under this Agreement where UNIVERSITY has made payment under the Agreement. COUNTY shall not bill, charge, collect a deposit or other sum or seek compensation, remuneration or reimbursement from or maintain any action or have any recourse against a Participant or person acting on a Participant's behalf. All billing disputes must be between UNIVERSITY and COUNTY, as in Paragraph 5 of this Agreement. If UNIVERSITY or the State receives notice of any charge against a Participant, in violation of this paragraph, the UNIVERSITY or the State shall be empowered to take appropriate action, including but

not limited to, demanding COUNTY immediately cease billing the Participant for any such surcharge amount(s), and/or demanding COUNTY immediately return any such surcharge amount(s) to the Participant. The obligations set forth in this Paragraph 2.C shall survive the termination of this Agreement regardless of the cause giving rise to such termination.

D. Coordination of Benefits: Coordination of Benefits refers to the determination, of which of two or more health benefit plans will apply, either as primary or secondary coverage, for the rendition of COUNTY, surgical or medical services to a patient. COUNTY agrees that, in the unlikely event a Participant has coverage from a source other than the Program, COUNTY shall first seek reimbursement for such services from such other payor, except for Medi-Cal.

3. Insurance and Indemnification:

A. Insurance: UNIVERSITY and COUNTY each shall secure and maintain self-insurance acceptable to the other, or other insurance to conduct business in the State of California, including, but not limited to, medical malpractice and general liability insurance to insure it and its partners, shareholders, officers, members, employees and agents in accordance with Exhibit "B". Where applicable,

each party shall provide certificates of self-insurance as requested by the other and, with respect to any self-insurance by COUNTY, shall give UNIVERSITY written notice at least thirty (30) days prior to cancellation or other termination or reduction of coverage under such policy.

B. Indemnification: COUNTY shall defend, indemnify and hold the UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its elected officials, officers, agents or employees. UNIVERSITY shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts

or omissions of UNIVERSITY, its officers, agents or employees.

4. Term and Termination of Agreement:

A. Term: The term of this Agreement shall be for one (1) year beginning on the effective date of the Agreement and shall be automatically renewed for additional one (1)-year periods unless otherwise terminated as set forth in this Article 4.

B. Termination With or Without Cause: Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other party.

C. Immediate Termination: Notwithstanding any other provision contained herein, UNIVERSITY may terminate this Agreement as it applies to any particular HOSPITAL immediately by notice to COUNTY upon the occurrence of any of the following events: (i) the suspension or revocation of such HOSPITAL'S license as an acute care hospital in the State of California; (ii) the loss of HOSPITAL'S JCAHO accreditation; or (iii) the loss of adequate funding from the State to the UNIVERSITY for the Program, as determined by UNIVERSITY.

D. Compliance: Either party, on advice of legal counsel and at the request of its compliance officer, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the compliance officer's reasonable discretion, that this Agreement presents a compliance risk for that party. Such termination shall be effective no sooner than 30 days after the date of the notice. During such 30 day period, the parties shall attempt in good faith to restructure that portion of the Agreement which presents the compliance risk to remove or adequately mitigate the problem. The party requesting the termination shall have final discretion to determine whether the Agreement may be sufficiently restructured so as to remove the need to terminate it.

E. Termination for Improper Consideration: COUNTY may, by written notice to UNIVERSITY, immediately terminate the right of UNIVERSITY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by UNIVERSITY, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determination with respect

to UNIVERSITY'S performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against UNIVERSITY as it could pursue in the event of default by UNIVERSITY. UNIVERSITY shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

F. Effect of Termination: Upon the effective termination of this Agreement, all rights and obligations of the parties under this Agreement shall immediately cease, provided, however, that COUNTY shall remain responsible for providing Covered Services, under the terms of this Agreement (at the rates hereunder), to Participants who are under the care of COUNTY at the time of such termination until the services being rendered to the Participants are completed or UNIVERSITY can make arrangements for the provision of care to said Participants by another Program-

participating hospital. Moreover, UNIVERSITY shall remain responsible for compensating COUNTY for any services initiated or provided prior to the effective date of termination.

5. Dispute Resolution: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, promptly to resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

A. Mediation: Any dispute between the parties which cannot be resolved in accordance with Paragraph 5 of this Agreement may be submitted to mediation. If the parties mutually agree that mediation is appropriate, within (10) business days of the delivery of a request for mediation, the parties shall agree upon a mediator. If the parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be

private. The fees and expenses of the mediator shall be borne equally by the parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of California Evidence Code Section 1152.5 shall apply. Prior to the commencement of mediation, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of California Evidence Code Section 1152.5. At any time, either party may withdraw from the mediation process and submit the matter to binding arbitration.

B. Binding Arbitration: Any dispute which cannot be resolved by mutual agreement or mediation, if applicable, shall be resolved by binding arbitration conducted pursuant to the California Code of Civil Procedure Section 1280 et seq., which procedures are deemed to be incorporated by reference into this Agreement.

C. Arbitrator Selection: Either party may commence arbitration by sending a written demand for arbitration to the other party, setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one arbitrator. If the parties fail to select a mutually acceptable arbitrator

within twenty (20) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the JAMS/Endispute panel and is selected in the sole discretion of the JAMS/Endispute office administrator.

D. Substantive Law and Discovery: The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The parties also expressly adopt the right to take depositions pursuant to California Code of Civil Procedure, Section 2016. The California Evidence Code shall apply to testimony and documents submitted to the arbitrator.

E. Venue and Application of Law: The arbitration proceeding shall be conducted in Los Angeles County or a mutually agreed upon location.

F. Arbitrator's Decision: The parties agree that the decision of the arbitrator shall be final and binding as to each of them and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The party against whom the award is rendered shall pay any monetary award and/or comply

with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Costs of filing may be recovered by the party that initiates such action to have an award enforced. Judgment may be entered upon such a decision in accordance with applicable law in any court with jurisdiction thereof.

G. Arbitration Fees: For all cases submitted to arbitration, the parties agree that, from initiation of the arbitration until conclusion of the arbitration by issuance of the arbitrator's decision, the parties will share equally all costs of arbitration including the administrative fees and the arbitrator's fees. At the conclusion of the arbitration, the prevailing party(ies), as determined or apportioned by the arbitrator, shall be entitled to reimbursement by the other party(ies) of the prevailing party's attorneys' fees and any arbitration fees and expenses incurred by the prevailing party(ies) in connection with the arbitration.

6. Miscellaneous Provisions:

A. Independent Contractors: The relationship between COUNTY and UNIVERSITY is one of independent contractors. For purposes of this Agreement, neither COUNTY nor its employees and agents are employees or agents of UNIVERSITY and neither UNIVERSITY nor any employee or agent of UNIVERSITY is an employee or agent of COUNTY. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purpose of effectuating this Agreement.

B. Assignment of Participants: COUNTY understands and agrees that neither the UNIVERSITY nor the State has any obligation whatsoever under this Agreement to assign or refer any Participants to COUNTY. UNIVERSITY has not represented or guaranteed to COUNTY that any Participants shall receive Covered Services from COUNTY.

C. Compliance with Laws and Regulations: COUNTY agrees that HOSPITALS will comply with all applicable provisions of State and federal law, including but not limited to those laws and regulations which are applicable to the operation of a general acute care hospital, and any applicable

regulations promulgated by the State. UNIVERSITY agrees that it will comply with all applicable provisions of State and federal law including any applicable regulations promulgated by the State.

D. Medical Records: HOSPITAL shall prepare and maintain clear and complete medical records that reflect all health care services rendered to each Participant under this Agreement in accordance with all applicable laws and regulations and Program policies and procedures. Such records shall be the property of COUNTY.

E. Confidentiality of Records: UNIVERSITY and COUNTY agree to maintain the confidentiality of information contained in such medical records in compliance with applicable federal and State laws and regulations, including but not limited to the California Confidentiality of Medical Records Act, codified at California Civil Code section 56.1, et seq. UNIVERSITY and COUNTY shall not release any such medical records without the express written consent of the Participant or his or her personal representative, except as otherwise authorized by law. This Paragraph 6.E shall survive the termination of this Agreement.

F. Availability of Records: Subject to the limitations discussed in Paragraph 6.E above, and Paragraph 7 below,

UNIVERSITY and the State shall have the right to inspect and to obtain copies of all records maintained by COUNTY and HOSPITALS relating to the Covered Services provided to Participants under this Agreement, to the cost of such services, and to payments received by COUNTY. COUNTY agrees to maintain and preserve, until three (3) years after termination of this Agreement, and final payment under this Agreement, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this Agreement during usual business hours and upon reasonable notice. COUNTY acknowledges and agrees that the State and/or UNIVERSITY shall be entitled to adjust any overpayments or underpayments made to COUNTY. This

obligation shall not terminate upon termination of this Agreement.

G. Waiver: Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

H. Conflict of Interest: No COUNTY employee whose position in COUNTY enables such employee to influence the

COUNTY'S execution or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed knowingly in any capacity by UNIVERSITY or have any other direct or indirect financial interest in this Agreement. Each party to this Agreement shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Each party warrants that it is not now aware of any facts which create a conflict of interest. If either party hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the other party. Full written disclosure shall include without limitation, identification of all persons implicated and a complete description of all relevant circumstances.

I. Partial Invalidity: If, for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

J. Waiver of Breach: The waiver of any breach of this Agreement by either party shall not constitute a continuing

waiver of any subsequent breach of either the same or any other provision of this Agreement.

K. Assignment: COUNTY may not assign or delegate any rights, duties or obligations under this Agreement in whole or in part without the prior written consent of UNIVERSITY; such consent shall not be unreasonably withheld.

L. Successors and Assigns: Subject to the provisions of this Agreement respecting assignment, the terms, covenants, and conditions contained herein shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

M. Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

N. Captions: Captions used in this Agreement are for convenience of reference only and shall not be considered in interpreting this Agreement.

O. Governing Law: This Agreement shall be interpreted in accordance with and governed by the laws of the State of California.

P. Change in Law: In the event that a state or federal law, statute or regulation materially affects this Agreement, the parties agree to negotiate immediately in good faith, any necessary or appropriate amendment to the affected section of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of twenty (20) days after the date of notice seeking renegotiations or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

Q. Cumulative Remedies: The various rights, options, elections, powers and remedies of the respective parties hereto contained in, granted or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

R. Use of Name: COUNTY agrees that any use of the UCLA or the University of California name, or other similar reference to the University of California, Los Angeles, its providers, or facilities shall be subject to the prior written approval of the Regents of the University of

California in accordance with the provision of applicable law, including but not limited to the California Education Code section 92000. UNIVERSITY agrees that, with the exception of any list of participating/contracting facilities, it shall not use the name "County of Los Angeles" or the names of any HOSPITALS without the prior written consent of County.

S. Amendments: This Agreement or any part or section of it may be amended only by mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

T. Entire Agreement: This Agreement, together with its exhibits, constitutes the entire agreement between the parties. No promises, terms, conditions or obligations other than those contained herein shall be valid or binding. Any prior agreements, statements, promise, either oral or written, made by any party or agents of any party that are not contained herein are of no force and effect.

7. Compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). COUNTY understands and agrees that, as a provider of

medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA. UNIVERSITY understands and agrees that, as a payer for health care services, it may be a "covered entity" under HIPAA, and as such, would have obligations with respect to the confidentiality, privacy and security of patients' medical information and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. COUNTY and UNIVERSITY each understands and agrees that it is separately and independently responsible for compliance with

HIPAA in all these areas and that neither party has undertaken any responsibility for compliance on the other party's behalf. UNIVERSITY has not relied, and will not in any way rely, on COUNTY for legal advice or other representations with respect to its obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

UNIVERSITY and COUNTY understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

8. Notices. Notice hereunder shall be in writing and shall be served personally or by depositing the same in the United States mail, postage prepaid, attention to the parties at the addresses listed below.

A. Notices to COUNTY shall be addresses as follows:

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to UNIVERSITY shall be addressed as follows:

IMPACT - Department of Urology
Box 951738
Los Angeles, California 90095-1738

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by the

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Director of Health Services, and UNIVERSITY has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES on behalf
of itself and HOSPITALS

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a
Constitutional Corporation
under Article IX, Section 9 of
the Constitution of the State
of California on behalf of
University of California,
Los Angeles

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

04/19/02
AGRCD2002.GI

EXHIBIT A
COVERED SERVICES

Rates are for covered services identified below; more than one case rate may apply to each patient.

1. Initial consultation and follow-up out patient care: Newly entered patient with the diagnosis of Prostate Cancer. To include all outpatient clinical, initial and follow up routine basic radiological (except those listed in Paragraph 11 below), laboratory and professional services related to the diagnosis and treatment of prostate cancer rendered at HOSPITALS for up to eighteen (18) months. To include pre-operative and/or pre-radiation study or evaluations, except for medications. Additional case rates may apply for medications, inpatient care, and the treatment modalities as set forth in Paragraphs 2 through 11 below. Case Rate \$1,200.

2. Radical Retropubic Prostatectomy: To include all routine inpatient hospital and professional services related to such procedure. Case Rate \$10,000.

3. External Beam 3-D conformal radiation therapy without Prostatectomy: To include all routine outpatient technical and professional services related to such procedure, including laboratory. Case Rate \$8,000.

4. External Beam 3-D conformal radiation therapy Post Prostatectomy: To include all routine outpatient professional and technical services related to such procedure. Case Rate \$6,500.

5. Short course of Palliative Radiation therapy (10 or less treatments): All routine outpatient technical and professional services related to such procedure. Case Rate \$2,000.

6. Complex course of palliative radiation therapy (greater than 10 treatments): All routine outpatient technical and professional services related to such procedure. Case Rate \$3,500.

7. Transurethral resection of prostate (TURP): To include all routine inpatient and/or outpatient hospital and professional services related to such procedure. Case Rate \$5,500.

8. Bilateral Orchiectomy: To include all inpatient and/or outpatient hospital and professional services related to such procedure. Case Rate \$2,500.

9. Injectible hormone treatment: Medications only for up to eighteen (18) months of treatment. Case Rate \$1,200.

10. Oral hormone treatment: Medications only for up to eighteen (18) months of treatment. Case Rate \$1,200.

11. Radiology: If two (2) or more of the following studies are performed to evaluate the patient's prostate cancer: Bone scan, CT scan, and/or Magnetic Resonance Imaging. Total Case Rate \$800 in addition to case rate for other services 2.1 through 2.10.

EXHIBIT B

INSURANCE

1. Insurance to be Maintained by COUNTY. COUNTY shall maintain insurance for its activities in connection with this Agreement by maintaining programs of insurance as follows. Such insurance obligation may be satisfied by a program of self-insurance.

A. Professional, medical and COUNTY liability insurance with limits of Five Million Dollars (\$5,000,000) per occurrence, with a general aggregate of Ten Million Dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than Five Hundred Thousand Dollars (\$500,000).

B. General Liability Insurance Program with a general aggregate limit of Five Million Dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date

prior to or coinciding with the effective date of this Agreement.

C. Workers' Compensation Insurance Program covering the COUNTY'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. It should be expressly understood, however, that the coverage's required under this Exhibit "B" shall not in any way limit the liability of the COUNTY.

2. Insurance to be Maintained by the UNIVERSITY.

UNIVERSITY shall maintain insurance for its activities in connection with this Agreement by maintaining programs of insurance as follows. Such insurance obligation may be satisfied by a program of self-insurance.

A. Professional and medical insurance with limits of Five Million Dollars (\$5,000,000) per occurrence, with a general aggregate of Ten Million Dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this

Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than Five Hundred Thousand Dollars (\$500,000).

B. General Liability Insurance Program with a general aggregate limit of Five Million Dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

C. Workers' Compensation Insurance Program covering the UNIVERSITY'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. It should be expressly understood, however, that the coverage's required under this Exhibit "B" shall not in any way limit the liability of the UNIVERSITY.

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