



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

June 04, 2013

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

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:

APPROVAL OF AMENDMENTS TO TWO URGENT CARE CENTER SERVICES AGREEMENTS WITH URGENT CARE ASSOCIATES, INC. (SUPERVISORIAL DISTRICT 2) (3 VOTES)

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

SUBJECT

Approval of amendments to extend two Urgent Care Center Services Agreements with Urgent Care Associates, Inc. for one year, with option to extend the term for up to six additional months, for the continued provision of urgent care center services at Hubert H. Humphrey Comprehensive Health Center and Martin Luther King, Jr. Multi-Service Ambulatory Care Center.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding as required by Los Angeles County Code section 2.121.420 that contracting for the provision of physician services at Hubert H. Humphrey Comprehensive Health Center (HHHCHC) and Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), as described herein, can continue to be performed more feasibly by contracting with the private sector.
2. Approve and instruct the Chairman to sign the attached Proposition A (Prop A) Amendment No. 2 to Agreement No. 77204 with Urgent Care Associates, Inc. (UCA), to extend the term of the Agreement, effective upon Board approval, for the period July 1, 2013 through June 30, 2014, with an option to further extend the Agreement term on a month-to-month basis, not to exceed six months, through December 31, 2014, and update certain standard terms and conditions, for the continued provision of urgent care center services at

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

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HHHCHC at the same rates for a total estimated cost of \$1,991,000.

3. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 2 to Agreement No. 76927 with UCA, to extend the term of the Agreement, effective upon Board approval, for the period July 1, 2013 through June 30, 2014, with an option to further extend the Agreement term on a month-to-month basis, not to exceed six months, through December 31, 2014, update certain terms and conditions, and make changes to the scope of work, for the continued provision of urgent care center services at MLK MACC at the same rates for a total estimated cost of \$3,005,700.

4. Delegate authority to the Director of Health Services (Director), or his designee, to execute future Amendments to extend the term of Agreement Nos. 77204 and 76927 on a month-to-month basis, for up to six additional months through December 31, 2014, upon review and approval by County Counsel and with notification to the Board and Chief Executive Office (CEO).

5. Delegate authority to the Director, or his designee, to execute future Amendments to require the Contractors to assign "eligible professional" (EP) incentive payments available under the HITECH Act to the County of Los Angeles, Department of Health Services (DHS or the Department) and permit a one-time only reimbursement, up to \$1,500, to each Contractor as EPs, to be applied toward the purchase of an electronic device and other DHS-approved technology.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's currently contracts with UCA for the provision of urgent care center services at HHHCHC and MLK MACC pursuant to two Agreements that expire on June 30, 2013. The recommended actions will ensure the continuance of these critical services.

Approval of the first recommendation is necessary to comply with Los Angeles County Section 2.121.420, as amended on November 21, 2006, whereby contracting for physician services is allowed upon a determination that the use of independent contractors is more feasible than the use of County employees.

Approval of the second recommendation will ensure the continued availability of urgent care center services to County patients at HHHCHC. The recommended Amendment (Exhibit I) extends the Agreement term through June 30, 2014 and updates certain County standard terms and conditions.

Approval of the third recommendation will ensure the continued availability of urgent care center services to County patients at MLK MACC. The recommended Amendment (Exhibit II) extends the Agreement term through June 30, 2014, updates certain County standard terms and conditions, and makes necessary changes to the Scope of Work (SOW) to allow the use of part-time, midlevel practitioners (physician assistants or nurse practitioners), which is consistent with the provisions set forth for midlevel staffing at the HHHCHC urgent care center.

Approval of the fourth recommendation will allow the Director, or his designee, to execute amendments to exercise the month-to-month extension option for each Agreement through December 31, 2014 in the event that additional time is necessary for DHS and MLK Community Hospital to jointly evaluate and select a single vendor as described below.

Approval of the last recommendation will authorize the Director, or his designee, to amend the existing Agreements in the future to require UCA to assign their "eligible professional" (EP) incentive payments to the County/DHS to provide needed funding for the Electronic Health Record (now known as ORCHID) System implementation. Additionally, approval of the last recommendation will permit DHS to reimburse each physician under contract who is an EP up to \$1,500, on a one-time only basis during the term of these agreements, to help fund the purchase of an electronic device and other DHS-approved technology.

On December 18, 2012, the Board delegated authority to the Director to similarly amend agreements with other contracted EPs to address the assignment of HITECH Act EPs incentive payments to the Department and provide the same type reimbursement up to \$1,500. The delegation requested in the last recommendation will ensure that these Agreements are consistent with the Department's strategy to pursue assignment of contracted EPs' incentives to DHS.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Contractor is paid based on a per patient visit rate and hourly administrative fee at each facility.

The Department anticipates a monthly urgent care volume of 2,950 patient visits at HHHCHC and 2,850 patient visits at MLK MACC. Combined with the maximum allocation of \$12,500 per month, per urgent care center, for UCA's medical directors to perform certain administrative duties, the total estimated annual cost for urgent care services is \$1,991,000 for HHHCHC, and \$3,005,700 at MLK MACC. The total estimated cost for both agreements during the recommended 12-month extension period is \$4,996,700.

Funding is included in the DHS FY 2013-2014 Recommended Budget and will be requested in future fiscal years, if necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2009, the Board approved the initial Agreements with UCA to provide urgent care services at HHHCHC and MLK MACC. Subsequent amendments continued such services and updated required County provisions.

UCA treats patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency department. It operates 16 hours a day, 7 days a week, and 365 days a year, thereby resulting in less crowded emergency rooms and improved access to non-emergency care. UCA also works collaboratively with HHHCHC and MLK MACC staff to improve operational efficiencies and other day-to-day operations of the Urgent Care Center.

Upon implementation of the Medi-Cal expansion in 2014, the health care provided to a significant number of County patients will be regulated in part by the Department of Managed Health Care (DMHC). Continuation of urgent care services at HHHCHC and MLK MACC is critical to ensure compliance with DMHC regulations governing timeliness of care and appointment waiting times for

non-emergency care, including urgent care centers.

DHS is in the process of implementing a comprehensive, enterprise-wide ORCHID System that will be deployed across DHS' hospitals, ambulatory clinics, and comprehensive health centers. Contractors with employed or subcontracted EPs will be using the ORCHID to fulfill their contractual obligations. All contractors may be required to execute an assignment agreement which will necessitate that they assign or reassign EP incentive payments to the County/DHS. In the event that such contractors refuse to assign or reassign available incentive payments, DHS may seek Board approve to terminate their contract(s), if necessary.

CONTRACTING PROCESS

On December 6, 2011, the Department advised the Board of its intent to release a solicitation for urgent care services at both MLK MACC and HHHCHC to award a successor agreement to commence when the current UCA Agreements expire. Given the financial uncertainty of health care reform in 2014, the Department is evaluating the feasibility of using a single vendor to operate the urgent care centers at HHHCHC and MLK MACC, in addition to staffing the emergency department at the new MLK Community Hospital prior to its opening in 2014, to optimize economies of scale, achieve operational efficiencies, and increase cost savings. Such evaluation will be conducted in concert with the MLK Community Hospital Board, and will be reported in future status reports.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of urgent care services at HHHCHC and MLK MACC.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

MHK:ck

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND URGENT CARE ASSOCIATES, INC.
FOR URGENT CARE CENTER SERVICES
AT HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this 4th day
of June, 2013,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and URGENT CARE ASSOCIATES, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND URGENT CARE ASSOCIATES, INC. FOR URGENT CARE CENTER SERVICES AT HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER", dated December 15, 2009, and further identified as County Agreement No. 77204, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

77204 Supplement No. 2

1. This Amendment shall become effective upon Board of Supervisors' approval.
2. Paragraph 4 of Agreement , TERM OF AGREEMENT, shall be deleted in its entirety and replaced with the following:

"4. TERM OF AGREEMENT

- 4.1 This Agreement is effective upon December 15, 2009 through June 30, 2014, unless sooner terminated, in whole or in part, as provided herein. The Director shall have the option to extend the Agreement term for a period not to exceed six months on a month-to-month basis. To implement such extension, an Amendment shall be prepared and executed by the parties.
- 4.2 Contractor services shall commence upon the Services Start Date.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit C - County's Administration."

3. Sub-paragraph 6.1 of Agreement, County's Project Director, shall be deleted in its entirety and replaced with the following:

"6.1 County's Project Director

The Ambulatory Care Network Chief Medical Officer (CMO) shall be designated as County Project Director with authority to resolve contractual and administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager. The County's Project Director, or designee, is the approving authority for contractor work."

4. Sub-paragraph 8.14 of Agreement, County's Quality Assurance Plan, shall be deleted in its entirety and replaced with the following:

"8.14 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent

with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.”

5. Sub-subparagraph 8.25.3, Failure to Maintain Coverage, shall be deleted in its entirety and replaced with the following:

“8.25.3 Failure to Maintain Coverage

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed on its behalf by the duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

COUNTY OF LOS ANGELES

SACHIA A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Mark Ridley-Thomas*
Chairman, Board of Supervisors

By *CNTA*
Deputy



URGENT CARE ASSOCIATES, INC.
Contractor

By *[Signature]*
Signature

IRV EDWARDS
Printed Name

Title PRESIDENT

ATTEST: SACHIA A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By *CNTA*, Deputy

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

By *Shamara*
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 JUN 04 2013

Sachia A. Hamai
SACHIA A. HAMAI
EXECUTIVE OFFICER

AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND URGENT CARE ASSOCIATES, INC.
FOR URGENT CARE CENTER PHYSICIAN SERVICES AGREEMENT
AT MARTIN LUTHER KING, JR. - MULTI-SERVICE AMBULATORY CARE CENTER

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this 4th day
of June, 2013,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and URGENT CARE ASSOCIATES, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "AGREEMENT
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND URGENT CARE
ASSOCIATES, INC. FOR URGENT CARE CENTER PHYSICIAN SERVICES AT
MARTIN LUTHER KING, JR. - MULTI-SERVICE AMBULATORY CARE CENTER",
dated January 27, 2009, and further identified as County Agreement No. 76927, and
any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its
term and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

76927
Supplement No. 2

1. This Amendment shall become effective upon Board of Supervisors' approval.
2. Sub-paragraph 2.5 of Agreement, County Project Director, shall be deleted in its entirety and replaced with the following:

"2.5 County Project Director: Ambulatory Care Chief Medical Officer (CMO) is designated as County Project Director with authority to resolve contractual and administrative matters relating to this Agreement. The County's Project Director, or designee, is the approving authority for contractor work."

3. Paragraph 4 of Agreement, TERM OF AGREEMENT, shall be deleted in its entirety and replaced with the following:

"4. TERM OF AGREEMENT

4.1 This Agreement is effective upon January 27, 2009 through June 30, 2014, unless sooner terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend this Contract term on a month-to-month basis, not to exceed six month, through December 31, 2014. Each option and extension shall be exercised at the sole discretion of the Director of Health Services (hereafter referred to as "Director"), or his designee.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining

whether the County will exercise a contract term extension option.

4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit C - County's Administration."

4. Sub-paragraph 6.1 of Agreement, County's Project Director, shall be deleted in its entirety and replaced with the following:

"6.1 County's Project Director

The Ambulatory Care Network Chief Medical Officer (CMO) shall be designated as County Project Director with authority to resolve contractual and administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager. The County's Project Director, or designee, is the approving authority for contractor work."

5. Sub-paragraph 8.10, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, shall be deleted in its entirety and replaced with the following:

"8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the

Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Contractor.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

6. Sub-paragraph 8.14 of Agreement, COUNTY'S QUALITY ASSURANCE PLAN, shall be deleted in its entirety and replaced with the following:

"8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance

of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.”

7. Exhibit A, DESCRIPTION OF SERVICES, shall be replaced in its entirety with Exhibit A-1, attached hereto and referenced herein.

8. Sub-paragraph 5.1 of Exhibit B, BILLING, PAYMENT AND SCHEDULE OF RATES, shall be revised to read as follows:

“5.1 County shall compensate Contractor for UCC physician services provided to County patients on a per patient visit basis at \$83.50 per patient visit. In the event that a patient visit is initiated by a County physician and completed by a UCC physician, Contractor shall be compensated at \$44.50 per patient visit. In the event County requests Contractor's Physicians work Late Shift Hours, County shall compensate Contractor for such Late Shift Hours worked at the rate of \$200 per hour for Emergency Physicians, \$125 per hour for Physicians, and \$75 per hour for UCC Physician Assistant or UCC Nurse Practitioner.”

9. Except for the changes set forth hereinabove, Agreement shall be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed on its behalf by the duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy



COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

URGENT CARE ASSOCIATES, INC
Contractor

By *[Signature]*
Signature

IRV EDWARDS
Printed Name

Title PRESIDENT

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By *[Signature]*, Deputy

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

By *[Signature]*
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 JUN 04 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76927 Supplement No. 2

DESCRIPTION OF SERVICES

MARTIN LUTHER KING, JR. – MULTI-SERVICE AMBULATORY CARE CENTER

URGENT CARE CENTER SERVICES

1.0 DEFINITIONS

- 1.1 Shift: A shift consists of a specific number of consecutive hours. A shift shall consist of eight (8) consecutive hours. In no case shall a shift consist of less than eight (8) consecutive hours unless there is a shift-hour exception, as described hereunder. Notwithstanding the above, and after mutual consultation with Contractor, a shift may consist of ten (10) or twelve (12) hours, if, solely in the opinion of the Department of Health Services' ("DHS") Chief Medical Officer ("CMO"), the Martin Luther King - Multiservice Ambulatory Care Center ("MLK - MACC") Urgent Care Center ("UCC") would operate in a more efficient manner with the utilization of ten- (10) or twelve (12) hour shifts.
- 1.2 Physician Shift: A full shift, consisting of at least eight (8) hours, or ten (10) or twelve (12) hours if authorized by the DHS CMO, or designee, which is staffed by an Emergency Physician or a Family Practice/Internal Medicine Physician,
- 1.3 Physician: A physician who is an employee or independent contractor of Contractor and who is Board Certified or Board Eligible in the specialty of Family Medicine, or Internal Medicine.
- 1.4 Emergency Physician: A physician who is an employee or independent contractor of Contractor and who is Board Certified or Board Eligible in the specialty of Emergency Medicine.

- 1.5 Patient Visit: "Patient Visit" shall mean a face-to-face encounter between a County Patient and a UCC Medical Provider, who shall exercise independent judgment in the provision of preventive, diagnostic or treatment services.
- 1.6 Follow-Up Patient Visit: "Follow-Up Patient Visit" shall mean a face-to-face encounter between a patient and a UCC Medical Provider who shall exercise independent judgment in the provision of preventive, diagnostic or treatment services, for such services that directly emanate from an initial "Patient Visit". Generally "Follow-up Patient Visit" shall be referred to the applicable MLK-MACC clinic.
- 1.7 Late Shift Hours: "Late Shift Hours" shall mean those hours during which County Patients remain in the UCC for medical care, after UCC closing time, that exceed one hour after the UCC closing time, i.e., 1:00 a.m,
- 1.8 County Patient: "County Patient" shall mean a patient who is registered as a patient in the DHS system
- 1.9 Board Eligible: "Board Eligible" shall mean a physician who has completed their residency within the past 18 months in the specialty fields of Family Medicine, Internal Medicine, or Emergency Medicine. Physician shall be Board Certified within three years from the time he/she has completed their residency or fellowship program in the specialties of Family Medicine, Internal Medicine, or Emergency Medicine. If, in County's discretion, the physician does not meet the requirements as described in this sub-

paragraph 1.9, County may request the removal of the physician from the provision of services hereunder which removal shall occur forthwith.

1.10 UCC Physician Assistant: A physician assistant who has completed an approved Physician Assistant training program and is currently licensed and certified to practice as a Physician Assistant in California.

1.11 UCC Nurse Practitioner: A nurse who has completed an approved Nurse Practitioner training program and is currently licensed and certified to practice as a Nurse Practitioner in California.

1.12 UCC Medical Provider: "UCC Medical Provider" shall mean a Contractor's UCC Physician, UCC Emergency Physician, UCC Physician Assistant, and UCC Nurse .Practitioner performing services under this Agreement.

2.0 SERVICES TO BE PROVIDED

Contractor shall arrange for the provision of UCC Services at MLK-MACC only by its UCC Medical Providers. Notwithstanding the foregoing, UCC Services shall not include the initial screening of County Patients presenting to the UCC, which medical screening shall be the responsibility of County staff. UCC Services shall be performed only for County Patients and shall be under the direction of the MLK-MACC CMO. Only UCC Medical Providers meeting the County's criteria outlined hereunder and who are acceptable to MLK-MACC's CMO shall be assigned to MLK-MACC. Such services shall include, but not be limited to, the following:"

2.1 Medical Services: Provision of sixteen (16) hours/seven (7) days per week/365 day per year coverage by UCC Medical Providers at

MLK-MACC for UCC services --- from 8:00 a.m. to 12:00 a.m. (midnight). Contractor's UCC Medical Providers shall be responsible for all UCC Services including, but not limited to, those patient care services listed herein.

There are approximately 27 beds in the UCC, hour of which are "Fast "Track" beds. "Fast Track" patients include those patients presenting with low acuity, e.g., without multiple medical problems, and those patients who may be treated and released within a short time frame. Hours for Fast Track usage shall be agreed to by MLK-MACC's CMO, or designee, and Contractor."

- 2.2 Administrative Services: Contractor shall designate a half-time UCC Medical Director or Co-Medical Directors (hereinafter referred to as UCC Medical Director), i.e., eighty (80) hours per month, who will be the principal point of contact with the County. It is anticipated that the halftime UCC Medical Director will also perform staff physician duties in the MLK-MACC UCC. UCC Medical Director shall be available either on-site or by telephonic contact on a sixteen (16) hour/seven (7) day per week basis. The designated UCC Medical Director shall devote at least eighty (80) hours per month to UCC administrative duties. The appointment of the UCC Medical Director shall be approved by MLK-MACC's CMO, or designee. Specific requirements and duties of the UCC Medical

Director are listed in Paragraph 3.5 herein and Exhibit A.1, attached hereto.

2.3 Coverage: Contractor shall ensure that there is UCC Medical Providers coverage in the MLK-MACC UCC. Coverage shall be sixteen (16) hours/seven (7) days per week, including holidays, unless modified by the County. In the event that the MLK-MACC UCC operational hours are modified, Contractor shall be provided with thirty (3) days' advance written notice. In the event that staffing includes a UCC Physician Assistant or UCC Nurse Practitioner, such staffing shall be at all times be supervised by a UCC Physician/Emergency Physician. In no event shall a UCC Physician Assistant or UCC Nurse Practitioner be permitted to work more than 1,769 hours annually in the discharge of all service obligations set forth in this Agreement.

2.4 Staffing: Contractor shall provide staffing for the UCC which shall include, at a minimum, coverage of four (4) UCC Medical Provider shifts per weekday and three (3) UCC Medical Provider shifts per weekend in accordance with the coverage specified in Paragraph 2.3 above, and allow for flexibility and overlap, if necessary in the way staff shifts are worked. Further, such coverage shall require, in the aggregate, an anticipated patient/provider volume of, on average, between three (3) and four (4) patients per hour, per UCC Medical Provider. Contractor shall ensure that at least one (1)

Emergency Physician shall be scheduled and present in the UCC at all times. In the event that the volume of patient visits or patient acuity levels changes, Contractor and County will mutually discuss staffing adjustments and Contractor shall make such adjustments only with County's prior approval.

In the event staffing does not meet the agreed-upon levels as specified herein, Contractor shall forfeit all payments from County for the shift that was understaffed or not staffed as County requested, determined at County's sole discretion.

- 2.5 Both parties to this Agreement acknowledge that Contractor's ability to staff the UCC at MLK-MACC is partially related to the UCC service volume. County agrees to promptly (within 24 hours) notify Contractor of any decision that will impact the service volume in any way.
- 2.6 During the hours of UCC operation, Contractor shall ensure the managing of, discharging of, and consulting for MLK-MACC UCC patients, to include review and disposition of critical and abnormal laboratory and radiology tests results for MLK-MACC primary clinic patients treated earlier.
- 2.7 Referrals: In the event that the Physician/Emergency Physician on duty determines that there is an immediate need for a higher level of care, Contractor shall initiate the referral of the patient to another

appropriate institution which provides the required level of care, in timely fashion, following County policies and procedures.

2.8 MLK-MACC shall retain professional and administrative responsibility for the services provided under this Agreement, Such services include, but are not limited to, UCC medical services as set forth in this Paragraph 2, with specific times, places, and dates scheduled in advance, in writing, and agreed upon by MLK-MACC's CMO, or designee, and Contractor's UCC Medical Director, or designee.

2.9 The County reserves the right, at any time, to assign MLK-MACC Medical Providers to provide UCC Medical Provider services in the UCC to supplement Contractor's staffing as set forth herein.

3.0 CONTRACTOR RESPONSIBILITIES

Contractor shall provide adequate staffing at all times to meet the terms of this Agreement.

3.1 **Business Experience and License**

Contractor and/or Contractor's Principals shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of UCC medical services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide DHS' Contracts and Grants Division with a copy of its current business licenses as applicable and appropriate Employer Identification Number.

3.2 UCC Medical Providers Requirements

Contractor shall ensure that each of its Physicians/Emergency Physicians is duly licensed to practice medicine in the State of California, and Board certified or Board eligible in his or her particular specialty, and is or will become a consultant member of the medical staff with clinical privileges at the MLK-MACC. Contractor shall assure that the Physicians/Emergency Physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for his/her specialty, as defined by MLK-MACC.

Contractor shall further ensure that UCC Physician Assistants and UCC Nurse Practitioners performing services under this Agreement have completed an approved training program and are currently licensed and certified to practice as such in California.

3.3 Coverage and Medical Staffing

Contractor shall ensure that there is Physician/Emergency Physician coverage as described in Section 2.3 and 2.4 above, in the MLK-MACC UCC. The UCC Physicians/Emergency Physicians shall be responsible for all UCC medical services including, but not limited to, those patient care services listed herein.

Physicians/Emergency Physicians in the UCC shall render medical services within the community standards of medical practice to patients arriving at the UCC. Physicians/Emergency Physicians

shall screen, provide treatment as necessary to stabilize each UCC Patient's condition, and recommend follow-up care to patients, as appropriate.

3.4 Maintenance of Standards

Contractor shall maintain the standards necessary for accreditation and California Code of Regulations, Title 22, and Federal Medicare conditions of participation compliance for the physician components of the applicable UCC Services.

Contractor shall perform all services hereunder in accordance with all applicable and accepted professional and ethical standards of the medical profession and that such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of MLK-MACC.

Contractor shall ensure that all UCC Medical Providers providing medical services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission.

3.5 UGC Medical Director

Contractor shall designate a UCC Medical Director who will be the principle point of contact with the County. The appointment of the

UCC Medical Director shall be approved by the MLK-MACC's Administrator/CMO.

3.5.1 Requirements

The UCC Medical Director shall be duly licensed to practice medicine in the State of California, and Board Certified in Emergency Medicine. The UCC Medical Director shall have demonstrated outstanding clinical, management, leadership and communication skills. The UCC Medical Director shall have the ability to work effectively with other medical personnel and to participate in diverse management teams. Further, the UCC Medical Director shall demonstrate general business and financial management skills, including expertise in risk management, compliance, COBRA and The Joint Commission issues, and customer service.

3.5.2 Duties

The UCC Medical Director's time shall be spent at least half-time, i.e., at least eighty (80) hours per month, on UCC administrative responsibilities. The UCC Medical Director shall also perform direct patient care in the UCC. Additional duties are listed in Exhibit A-1.

3.6 **Professional Services Billing**

Contractor, including its principals and UCC personnel, shall not bill any patient or any payor for services rendered pursuant to this

Agreement and shall consider payment by County to be payment in full for such services.

Contractor shall assure that its principals and UCC personnel take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal

3.7 Financial Screening Staff

Contractor shall cooperate with County's efforts to identify the patient's financial resources in the UCC, to the extent allowed by law.

3.8 Recruitment

3.8.1 Contractor shall screen and validate each UCC Medical Provider's experience and suitability is determine and assure that each such provider meets the professional qualifications requested by MLK-MACC. Contractor shall also query the National Data Bank and Slate Medical Board on each physician candidate, prior to providing services hereunder, and report to MLK-MACC's CMO all adverse reports related to medical malpractice and disciplinary action involving that physician.

3.8.2 Contractor shall provide to MLK-MACC a Curriculum Vitae for each UCC Medical Provider seeking to provide services under this Agreement. Upon request, Contractor shall make

such providers available for personal interview(s) by County MLK-MACC's CMO, or designee.

3.9 Infection Control

If any of UCC Medical Providers is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the MLK-MACC Infection Control Personnel, the MLK-MACC's CMO, and each facility where the provider is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any UCC Medical Provider during the usual incubation period for such infectious disease, the facility treating the patient shall report such occurrence to Contractor, if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

3.10 Physical Examinations/Immunizations

Contractor shall ensure that each provider who performs UCC Services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to

perform annual physical examinations, on an annual or biannual basis, as required by the The Joint Commission and section 70723, Title 22, California Code of Regulations and shall provide DHS Employee Health at all reasonable time, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such provider is free of infectious disease(s), has been bested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available at all reasonable times to County, and/or MLK-MACC's CMO, upon request.

Contractor's providers not having completed one or more of the above tests may choose to obtain such tests at MLK-MACC, if such tests are offered by MLK-MACC, at Contractor's or provider's expense, if such tests are billed for by MLK-MACC. In such event,

the time Contractor's personnel spent obtaining such required tests may not be billed to County.

3.11 Department of Health Services Risk Management Information Handbook

Contractor's providers assigned to MLK-MACC hereunder must read and sign a statement that he/she has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3.12 Quality Indicators

Contractor shall participate in MLK-MACC's Quality Assessment Performance Improvement Committee (QAPIC) and with the approval of the MLK-MACC CMO shall establish Quality Indicators in conjunction with MLK-MACC's QAPIG. Examples of such Quality Indicators may include, but are not limited to, the following:

- Provider Productivity
- Urgent Care Center Waiting Time and Throughput
- Accuracy and Timeliness of Medical Record completion
- Elapsed Time for patient with chest pain to receive EKG
- Timeliness of Radiology Reports

3.13 Written Schedule

Contractor's UCC Medical Director, or designee, shall prepare, on a monthly basis and in consultation and collaboration with MLK -

MACC's CMO, or designee, a written schedule of UCC coverage for shifts requiring Contractor coverage. Such schedule shall be presented in duplicate for review and approval by the MLK-MACC's CMO at least one (1) month prior to the first day of the scheduling month.

3.14 Invoice

Contractor shall provide County with a complete invoice on a semi-monthly basis in accordance with specifications to be provided by County in order to receive payment from County. Such invoices shall include separate documentation/schedule that Contractor's UCC Medical Director, and/or in combination with designee's time, spent at least eighty (80) hours during the invoiced month on MLK-MACC UCC administrative duties.

3.15 Other

Contractor shall ensure that its Physicians/Emergency Physicians provide nontraditional services in the UCC to include, but not be limited to, phone consultations with community physicians and other County facilities, phone consultations with pharmacies regarding patient prescriptions, psychiatric medical clearances examinations, and 911 ambulance transfer calls.

4.0 PHYSICIAN REQUIREMENTS

4.1 **Licenses**

All UCC Medical Providers providing medical services hereunder shall provide MLK - MACC's CMO with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such provider is first assigned to said County Facility.

All UCC Medical Providers providing medical services hereunder must meet the credentialing criteria set forth in the credentialing process prior to providing UCC Services under this Agreement. The MLK-MACC CMO shall verify the current status of each provider's license, medical clearance(s), credentials, and certifications, as appropriate, when such provider is first assigned to such MLK-MACC.

MLK-MACC shall refuse utilization of any provider who does not meet MLK-MACC's credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event MLK-MACC inadvertently utilizes the services of a provider who lacks the appropriate licenses, credentials, and certificates, as appropriate: MLK-MACC shall not pay for any time worked by that provider.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this

Agreement upon which County may immediately terminate this Agreement.

4.2 **Bloodborne Pathogens**

All providers providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. The MLK-MACC CMO shall be responsible for providing or directing Contract providers to the appropriate material prior to such providers signing this statement. The MLK-MACC CMO shall retain such statements in Contractor's credentialing files.

4.3 **Cardio-Pulmonary Resuscitation Certification**

If not Board Certified in Emergency Medicine, or if physician is Board Certified in Family Practice or Internal Medicine, all physicians providing services hereunder must be currently ACLS-Pediatric LS certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

Physicians who are Board Certified in Emergency Medicine do not have to meet this requirement,

5.0 COUNTY RESPONSIBILITIES

- 5.1 County shall provide all needed nursing and support staff for the UCC at MLK-MACC. County shall also provide all needed ancillary services for the UCC at MLK-MACC.
- 5.2 The MLK-MACC CMO shall assure that UCC Services, as identified on the Contractor's monthly written schedule, were indeed provided and that MLK-MACC maintains appropriate time records to reflect the provision of same. MLK-MACC shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for the purposes of inspection and audit,
- 5.3 County shall pay Contractor in accordance with the procedures in Exhibit B, BILLING, PAYMENT AND SCHEDULE OF RATES.
- 5.4 County shall provide supplies, desk, telephone, space, and other clerical supplies for UCC Medical Providers' usage.

6.0 PERSONNEL

- 6.1 MLK-MACC's CMO may refuse the provision of service by, or reassignment of, any of Contractor's personnel, in his or her sole discretion, during the term of this Agreement. Contractor agrees to accept and abide by any decision of MLK-MACC and promptly shall remove any such personnel from service under this Agreement. Contractor may discipline or terminate any UCC Medical Provider, without cause, in its sole discretion, during the period of provider's assignment to MLK-MACC. County agrees to accept and abide by any decision of Contractor.

In any of the above cases, Contractor may bill MLK-MACC for the UCC Services provided by said individual prior to his/her removal.

- 6.2 The intent of the parties is to communicate in good faith regarding problems involving Contractor-assigned personnel.
- 6.3 MLK-MACC CMO may refuse assignment of a UCC Medical Provider who has previously been requested to be removed from the provision of services by any other County facility.
- 6.4 Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's personnel who experience an industrial accident (e.g. needle stick) while working at a County Facility.

In the event one of Contractor's personnel receives a needle stick, such physician may seek immediate medical care at MLK-MACC at Contractor's expense, in the event that MLK--MACC bills for these services. Follow-up for personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual physician.

7.0 STANDARDS OF CARE

County has established a Quality Assessment and Improvement Committee composed of County employees appointed by Director of DHS, or designee, to review the services contemplated by this Agreement, and to assure a standard of care by Contractor and others which is consistent

with the laws of the State and Federal government, with County's Quality Assessment and Improvement Standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County Quality Assessment and Improvement Committee representatives.

8.0 PARKING SPACE

When providing services at a MLK-MACC hereunder, Contractor's personnel shall be furnished parking space, if available.