

Letter of Agreement

This Letter of Agreement ("LOA") dated **April 23, 2024**, is made and entered into by and between The Regents of the University of California, as described in Article IX, Section 9 of the California Constitution, on behalf of **UC Irvine Medical Center and UCI University Physicians & Surgeons** (individually and collectively "Provider") and **County of Ventura acting through its Behavioral Health Department (VCBH)** ("Payor").

Background

- A. Provider provides professional and institutional/facility services ("Services") to patients.
- B. Payor is a (i) Professional Medical Corporation, (ii) prepaid health care service plan, or (iii) other entity, licensed in the State of California and authorized to provide or arrange for the provision of health care services to its enrollees ("Members").
- C. Payor seeks to retain Provider to provide all authorized Services to Payor's Member listed below.

NOW THEREFORE, the parties hereto agree as follows:

1. **Member.** This LOA shall govern, and be applicable to, all authorized Services rendered by Provider to Payor's Member listed below between **April 23, 2024** and **April 23, 2025**.

Member Name: **[REDACTED]**
Health Plan: **Gold Coast Health Plan**
Medi-Cal ID #: **[REDACTED]**
Date of Birth: **[REDACTED]**

This is not an authorization for services.

2. **Authorization.** Provider shall request an authorization number from Payor prior to rendering Services to Member. For initial authorized consultations, Provider shall have the sole discretion to select the appropriate CPT code and its corresponding service level. Any Services rendered thereafter by Provider as part of a treatment plan shall require the prior authorization of Payor. Except for Emergency Services, Provider agrees not to exceed the authorized Services without a revised authorization from Payor. Provider shall not bill Member for claims for Services provided in excess of those authorized (except for Emergency Services).
3. **County Mental Health Plan.** Payor is a County Mental Health Plan that is responsible to provide or arrange for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries within Ventura County.
4. **Limitations on Billing Member.** Provider agrees to bill Payor for Services rendered to Member. Provider agrees that Member will not be liable to Provider for payment of monies owed by Payor, except for authorized copayments and/or deductibles, non-authorized services or amounts in

excess of lifetime maximums as defined in the Member's health benefit plan. Except as noted, Provider will not bill, collect from or charge Member for Services rendered. Determination of liability where coordination of benefits is necessary shall be in accordance with applicable state law. Nothing contained herein shall restrict or otherwise affect Provider's right to seek to recover its billed charges from third party payors other than Payor.

5. **Non-Discrimination.** Provider agrees to provide Services to Member in the same manner Provider would provide services to any patient. Provider further agrees not to discriminate or differentiate in its provision of Services to Member because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age.
6. **Denials.** Payor agrees there will be no retroactive denials of authorized Services nor retroactive denials of payment for authorized Services.
7. **Reimbursement Rates.** Payor is financially responsible for all authorized Services rendered to Member and, if applicable, to Member's newborn (includes stay beyond Member's discharge). Payor agrees to reimburse Provider for all authorized Services rendered at the following rates:

Type of Service	Rate
Professional Services, except Trauma and Burn	60% of Provider's billed charges
Inpatient Institutional/Facility Services, except Trauma and Burn	60% of Provider's billed charges
Outpatient Institutional/Facility Services, except Trauma and Burn	70% of Provider's billed charges*
Trauma and Burn Services	95% of Provider's billed charges

Notes:

- a) **CAR-T Agents:** CAR-T Agents (Kymriah, Yescarta, Breyanzi, Tecartus, Abecma, Carvykti, and subsequent FDA approved agents) billed with Revenue Code 0636 together with HCPCS Code Q2041, Q2042, Q2053, Q2054, Q2055, or C9098 (and subsequent codes for FDA approved agents) shall be reimbursed at Provider's invoice cost in addition to any other Institutional/Facility or Professional Services reimbursement rates contained in this LOA.
 - b) **LVAD (Left Ventricular Assist Device) Implanted Device:** shall be reimbursed at one hundred percent (100%) of Provider's invoice cost.
 - c) * This rate applies to those facility/institutional services that are the financial responsibility of Payor, including but not limited to, facility fees associated with facility-based services billed with Revenue Code 510 or 761.
8. **Exclusions.** Any services not specifically referenced in the rates set forth above, are excluded from this LOA and must be negotiated under a separate agreement. Exclusions include but are not limited to, Solid Organ Transplants and Bone Marrow/Stem Cell Transplants.

9. **Claim Submission.** Provider shall submit all claims to the following address on a CMS 1500 or UB 04 form:
- Ventura County Behavioral Health**
1911 Williams Drive, Suite 210
Oxnard, CA 93036
Attn: Fiscal Dept. – Accounts Payable, Attn: Jason Jones
Phone: (805) 973-5318
10. **Claim Payment.** Payor agrees to pay Provider in full, in accordance with Section 7 of this LOA, within forty-five (45) business days of receipt of a claim from Provider. If Payor fails to pay Provider in full within forty-five (45) business days of receipt of a claim, Payor shall reimburse Provider at the following rate: one hundred percent (100%) of Provider's billed charges. Provider agrees to submit original claims regarding Member within three hundred sixty-five (365) days of the date Services are rendered.
11. **Offer Expiration Date.** This offer will expire if not executed and returned to the UC Irvine Health – Health Services Contracting Department by **May 10, 2024**. Upon expiration of this offer, reimbursement will revert to one hundred percent (100%) of Provider's billed charges and all previous verbal or written offers for discounts are withdrawn.
12. **Personal Injury Disclaimer.** Notwithstanding any other provision of this LOA, the parties expressly agree that Provider retains the right to collect from Member, the difference between any payments made by Payor under this LOA and Provider's billed charges, when treatment rendered by Provider to Member is related to personal injuries sustained by Member as the result of the alleged negligent, reckless, or intentional acts of a third party or Member, and Member or his/her estate or heirs file any claim, lawsuit or counterclaim against any individual or entity for such Member's personal injuries which required treatment by Provider, or receives, with or without a claim or lawsuit having been filed, from any individual or entity, payment or reimbursement of any kind for medical expenses for which such individual or entity may have been directly or indirectly liable or responsible to make such payments or reimbursements pursuant to an insurance or other contract, or for any reason whatsoever. Payor agrees to advise all of its Members of this provision in any policy, explanation of benefits or renewal material traditionally provided to its Members at the time of policy initiation or renewal.
13. **Audit.** Payor waives all rights to audit.
14. **Assignment.** This LOA shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Payor nor Provider may assign any of its rights or delegate any of its duties hereunder without receiving the prior written consent of the other party. Subject to the provisions regarding assignment, this LOA shall be binding on the successors and assigns of the respective parties.
15. **Governing Law.** This LOA shall be governed and construed in accordance with the laws of the State of California.

16. **Provider Signature Authority.** Provider hereby attests that the person executing this LOA for Provider is an authorized agent who has actual authority to bind Provider to each and every term, condition and obligation set forth in this LOA and that all requirements of Provider have been fulfilled to provide such actual authority.
17. **Payor Signature Authority.** Payor hereby attests that the person executing this LOA for Payor is an authorized agent who has actual authority to bind Payor to each and every term, condition and obligation set forth in this LOA and that all requirements of Payor have been fulfilled to provide such actual authority.

I have reviewed the above and agree to the terms and reimbursement rates for professional and/or institutional/facility services rendered by Provider to [REDACTED]

County of Ventura:

UC Irvine Medical Center and
UCI University Physicians & Surgeons:

Julie Miller

Digitally signed by: Julie Miller
DN: CN = Julie Miller email =
Julie.Miller@ventura.org C = US
O = GSA OU = Procurement
Date: 2024.04.25 16:31:22 -08'00'

By: _____

Name: Julie Miller

Title: Assistant Procurement Officer

Date: April 25, 2024

Randolph Siwabessy

By: _____

Name: Randolph Siwabessy

Title: CFO & SVP

Date: April 28, 2024