

REFERRAL AGREEMENT BETWEEN THE MONTEREY COUNTY HEALTH DEPARTMENT AND COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

This Agreement is made and entered into by and between the County of Monterey Health Department, (hereinafter referred to as "COUNTY"), and Community Hospital of the Monterey Peninsula, (hereinafter referred to as "CHOMP").

RECITALS

WHEREAS, COUNTY operates community clinics certified by the State of California under the provisions of Health and Safety Code 1206 (b) and have been designated as Federally Qualified Health Center (FQHC) Look-Alikes. Under the direction of the Health Department and governance of the Community Health Center Board, the clinics located in Seaside, Marina and Salinas provide preventive, primary, and specialty medical care services. These FQHC clinics offer a sliding fee discount and are committed to serving primarily low-income residents and the medically underserved, many of who are eligible for Medi-Cal, Medicare and other public health care assistance programs.

WHEREAS, CHOMP is a nonprofit healthcare provider that serves the Monterey Peninsula and surrounding communities through locations including the main hospital, outpatient facilities, outpatient facilities, satellite laboratories, a mental health clinic, a short-term skilled nursing facility, Hospice of the Central Coast, and business offices.

WHEREAS, COUNTY and CHOMP shall work together in partnership along with other health provider groups and institutions to advance a responsive system of care in order to meet the needs of Monterey County residents.

NOW THEREFORE, COUNTY and CHOMP, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 CHOMP shall accept patient referrals from the COUNTY for the following services, including but not limited to: diagnostic laboratory, diagnostic radiology, obstetrical care (labor and delivery, postpartum care) services.
- 1.2 CHOMP will provide the COUNTY with all results and outcomes and will refer patients back to the COUNTY for follow up care. The COUNTY will be responsible for the appropriate follow up care.

- 1.3 COUNTY and CHOMP warrant that COUNTY and CHOMP and their agents, employees, and sub-contractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement. Both parties shall verify provider licensure, certification or registration through a defined credentialing process and complete a privileging process relevant to the contracted services(s).
- 1.4 COUNTY and CHOMP'S, agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 COUNTY and CHOMP both agree that each shall maintain all licenses throughout the term of the Agreement.
- 1.5 COUNTY and CHOMP shall furnish, at their own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

2.0 SLIDING FEE DISCOUNT

- 2.1 Federally Qualified Health Center Look-alike (FQHC-LA) clinics are required by the Health Resources and Services Agency (HRSA) Under Section 330(k) (3) (G) of the PHS Act and 42 CFR part 51c.303 (f) to prepare a schedule of fees or payments for the provision of its services consistent with locally prevailing rates or charges and designed to cover its reasonable costs of operation.
- 2.1.1 FQHC-LA clinics must make available for patients who are at or below 200% of the Federal Poverty Level a Sliding Fee Discount to assist with the costs of their care.
- 2.1.2 Individuals and families who are at or below 200% will be offered the discount based on their income and family size. Underinsured individuals who have or are eligible for public or private health insurance also qualify for the Sliding Fee Discount based on income and family size. These underinsured individuals may not pay more than uninsured patients in the same income category.
- 2.2 CHOMP agrees to provide its existing Sponsored Care Program subsidies and discounts to patients of the clinics who qualify with CHOMP's application and financial criteria. CHOMP agrees that these discounts will meet or exceed the discounts described in Section 2.1.2.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement shall be from May 8, 2018 to May 7, 2020, unless earlier terminated. It shall automatically renew for subsequent terms of five (5) years each unless either party gives written notice not to renew at least 30 days in advance of the renewal date. Neither party is required to state a reason if it elects not to renew this Agreement.
- 3.2 If either party exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 Both parties reserve the right to cancel the Agreement, or any extension of the Agreement, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 To the extent permitted by law, each party shall be solely responsible for billing and collecting fees and charges from patients, or other responsible third parties for any services performed pursuant to this Agreement.
- 4.2 To the extent permitted by law, it is mutually understood and agreed by both parties, that each party is responsible for billing the services provided under its four walls and under its purview.

5.0 INDEMNIFICATION

CHOMP shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CHOMP and/or its officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. CHOMP shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CHOMP is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

COUNTY shall indemnify, defend, and hold harmless CHOMP, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the COUNTY and/or its officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CHOMP. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CHOMP. COUNTY shall reimburse CHOMP for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which

the COUNTY is obligated to indemnify, defend and hold harmless CHOMP under this Agreement.

6.0 INSURANCE REQUIREMENTS

- 6.1 COUNTY and CHOMP shall maintain their existing professional liability, commercial general liability, workers' compensation, automobile liability coverage, or other insurance coverage and affirm their intention to retain such coverage at all times as a party to this Agreement.

7.0 RECORDS AND CONFIDENTIALITY

- 7.1 Confidentiality: Both parties and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. Both parties shall not disclose any confidential records or other confidential information received from the other party or prepared in connection with the performance of this Agreement, unless the other party specifically permits disclosure of such records or information. Both parties shall promptly transmit to the other party any and all requests for disclosure of any such confidential records or information. Both parties shall not use any confidential information gained from the other party in the performance of this Agreement except for the sole purpose of carrying out the obligations under this Agreement.
- 7.2 Maintenance of Records: Both parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and county rules and regulations related to services performed under this Agreement.

8.0 NON-DISCRIMINATION

During the performance of this Agreement, neither party nor its officers, employees, agents and subcontractors shall unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in its employment practices or in the furnishing of services to recipients. Each party shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Each party and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

The parties mutually agree to operate its business in a manner as necessary to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

10.0 INDEPENDENT CONTRACTOR

Each party shall have the status of independent contractor as to the other party in the performance of its work, duties and obligations under this Agreement.

In the performance of work, duties, and obligations and under this Agreement, CHOMP is at all times acting and performing as an independent contractor and not as an employee of COUNTY. No offer or obligation of permanent employment with COUNTY, nor any department or agency, is intended in any manner, and CHOMP shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CHOMP shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CHOMP's performance of this Agreement. In connection therewith, CHOMP shall defend, indemnify and hold COUNTY harmless from any and all liability, which COUNTY may incur because of CHOMP's failure to pay such taxes.

11.0 AMENDMENTS

This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and CHOMP.

12.0 NON-EXCLUSIVE

This Agreement is non-exclusive and both COUNTY and CHOMP expressly reserve the right to contract and refer to other entities for the same or similar services.

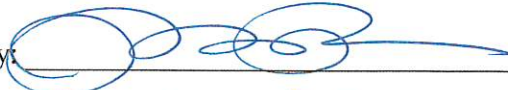
IN WITNESS WHEREOF, the COUNTY and CHOMP have executed this Agreement as of the day and year written below:

COUNTY OF MONTEREY

COMMUNITY HOSPITAL OF THE MONTEREY
PENINSULA

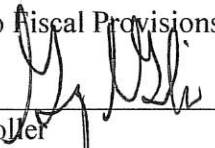
By: _____
Elsa Jimenez, Director of Health

Date: _____

By: 
Cynthia L. Pede
Name and Title

Date: 4/23/2018

Approved as to Fiscal Provisions:

By: 
Auditor/Controller

Date: 4/24/18

By: 
Name and Title

LAURA ZEIN
Name and Title

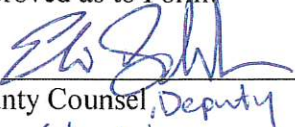
Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

Date: 4/23/2018

Approved as to Form:

By: 
County Counsel Deputy

Date: 4/24/18

*INSTRUCTIONS: If CHOMP is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CHOMP is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CHOMP is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.