

MEMORANDUM OF UNDERSTANDING EMR INTERFACE SUPPORT

This Memorandum of Understanding (this “**MOU**”) is entered into as of September 13, 2023 (the “**Effective Date**”) by and between County of Monterey, a political subdivision of the State of California, on behalf of its Health Department’s Clinic Services Bureau, under the laws of the State of California (“**Professional**”), and Montage Health, a nonprofit corporation incorporated under the laws of the State of California, (“**Montage**”) (each of Professional and Montage is referred to herein as a “**Party**” and collectively the “**Parties**”).

WHEREAS, Montage controls and operates community health clinics and a hospital serving the Monterey County, California Central Coast communities, which includes various laboratory services;

WHEREAS, Professional, operates a medical office whereby patients are provided medical services upon which Professional is sometimes required order, evaluate and convey certain laboratory services and results provided by Montage and Parties both utilize, review, update, and maintain patient’s Electronic Medical Records (“**EMR**”).

WHEREAS, the Parties wish to simplify the laboratory and radiology ordering and resulting (“**Lab and Rad**”) workflows between the parties in order to increase efficiency by partnering to provide a more automated process for lab test ordering and results reporting by moving from the current “paper based system” to an EMR interface setup (collectively, the “**Collaboration**”); and

WHEREAS, the Parties desire to set forth their mutual intent and understanding regarding the Collaboration in furtherance of the Collaboration.

NOW, THEREFORE, the Parties intend to proceed as follows:

Purpose. Montage Health has partnered with a connectivity solutions vendor called ELLKAY, to securely transfer orders and results between Montage’s Epic EMR and your independent community EMR. This allows us to partner more meaningfully, by allowing providers to place orders directly in their EMR and view results when released. This will improve order accuracy, speed up result availability and improve practice staff and patient experience. .

1. EMR Interface Setup, Deployment, Testing & Support. The Collaboration will involve the utilization of a third-party vendor to setup the interface between the Parties to allow for a more automated process of lab test and radiology imaging ordering and results reporting. The Parties responsibilities shall include the following:

Montage Health Responsibilities

- Arrange for third-party vendor to facilitate the interface between the Parties respective EMR systems, and on behalf of Professional, to achieve the above outlined Purpose of the Collaboration.

- Take financial responsibility for associated one-time third-party costs and pay third-party vendor directly for all one-time interface costs (**Not** a reimbursement arrangement).
- Facilitate and assist with testing.
- Update and maintain the test compendium with the third-party vendor interface to ensure it is up to date with offered services.

Professional Responsibilities

- Timely cooperate and make staff available to allow for the implementation of the interface by Montage third-party vendor.
- By way of this Agreement, Professional hereby grants Montage the specific limited authority to procure, arrange for, coordinate and financially compensate Montage's selected third-party vendor in order to facilitate the interface necessary to achieve the Purpose of the Collaboration as described herein.
- Allow for, and assist with, the testing of the interface.
- Utilize the interface moving forward to achieve the Purpose of the Collaboration.
- Update and maintain the test compendium within the practice's EMR as requested by CHOMP to ensure it is up to date with offered services.
- Provide accurate and complete patient demographic and billing information as outlined in Community Hospital patient care policy "Ordering of Outpatient Services" and "General Patient Care Policy: Legal Order Requirements for Scheduling Outpatient Services" These policies are referenced herein as Exhibit A and Exhibit B.

2. Term and Termination. This MOU shall commence on the Effective Date and continue in effect until the interface and Purpose of the Collaboration have been achieved. This MOU will terminate in the event that the arrangement between Montage and Ellkay is terminated.

3. Confidential Information.

a. In connection with the Collaboration, each Party acknowledges that it may have access to confidential information relating to the other Party and any of their departments, agencies, parents, subsidiaries of all levels, sister organization and affiliates (collectively, "Affiliates") whether written or verbal, including business plans, marketing plans, trade secrets, know-how, data, contracts, documents, scientific and medical concepts, patient lists, costs, financial information, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, agreements or other proprietary

information relating thereto ("**Confidential Information**"). Each Party shall keep and maintain in strict confidence all Confidential Information of the other Party and shall not use, reproduce, distribute or disclose any such Confidential Information unless specifically authorized in writing by the other Party. Neither Party shall have any proprietary interest in any materials derivative of the other Party's Confidential Information.

b. The restrictions on the disclosure of Confidential Information set forth in this Section 3 shall not apply with respect to information which becomes generally available to the public (other than as a result of a disclosure in violation of this Section), was available to the Party on a non-confidential basis prior to its disclosure to such Party pursuant to this MOU, is independently developed by a Party, becomes known to a Party from an independent source having the right to disclose such information without breach of this MOU or which is required to be disclosed by law.

c. Unless a Party receives the written consent of the other Party to do otherwise, each Party shall destroy or restore all copies of the other Party's Confidential Information in its possession or under its control within ten (10) days of the termination or expiration of this MOU.

d. This Section shall survive the expiration or termination of this MOU.

4. Use of Names. Neither Party may use the name, logo or corporate identity of the other for any external purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used.

5. Legal Requirements. The implementation of any provision in this MOU, including the exchange of any Confidential Information, shall not include any action which the general counsel of either Party determines, in good faith and relying on substantial legal authority, will violate or create substantial risk of violating any of (i) the state or federal antitrust laws; (ii) state or federal laws and regulations imposed upon tax-exempt entities; (iii) binding and enforceable contracts to which either is a party; or (iv) any other state or federal law which governs the activities of either Party. Each Party is excused from engaging in any such action and the Parties agree to seek mutually acceptable alternatives to assure completion of this MOU.

6. Binding Effect. This MOU does create and constitute legally binding obligations by and between the Parties. However, no Party will have any liability to the other Party with respect to the terms of this MOU outside the specifics of the Collaboration. No subsequent oral agreement or consent of the Parties will be deemed to impose any additional obligation or liability.

7. Governing Law. This MOU shall be governed by California law, without giving effect to the conflict of laws principles thereof. Each of the Parties consents to the exclusive jurisdiction of the state courts in the County of Monterey, California and the federal courts in the Northern District of California with respect to any dispute arising under or in relation to this MOU.

8. Counterparts. This MOU may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed to be an original copy hereof and all of which, when taken together, will be deemed to constitute one and the same instrument.

In witness whereof, each Party has caused this MOU to be executed on its behalf by its duly authorized officer.

Professional County of Monterey

Montage Health

By: _____
Signature

By: _____
Signature

Print : _____
Name/Title

Print : Paul Conocenti - VP / CIO
Name/Title

Date: _____

Date: 11/14/2023

Approved as to Legal Form:

DocuSigned by:
By: Stacy Saetta Date: 11/13/2023 | 9:02 AM PST
C8ECE1899F444A9
Chief Deputy County Counsel – County of Monterey

Approved as to Fiscal Provisions:

DocuSigned by:
By: Jennifer Forsyth Date: 11/13/2023 | 9:37 AM PST
4E7E657875454AE
Auditor-Controller – County of Monterey

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PURPOSE

To distinguish who may order outpatient services, including practitioners who are on the hospital medical staff and who hold medical staff privileges, as well as other California practitioners who are not on the hospital medical staff but who satisfy the hospital's policies for ordering applicable outpatient services and for referring patients for hospital services. This policy also clarifies that **practitioners based in states other than California** may refer patients to CHOMP for outpatient services if requirements are verified as described below.

POLICY

To identify which practitioners may order outpatient services as authorized by the governing body. This policy applies to all hospital outpatient services.

PROCEDURE

- Orders for outpatient services as well as patient referrals for hospital outpatient services may be made by any practitioner who is:
 - responsible for the care of the patient;
 - licensed in or holds a license recognized in the jurisdiction where s/he sees that patient; and
 - acting within his/her scope of practice under state law.
- Verification of items 1a through 1c is performed by all Hospital schedulers.
- A practitioner who is not on the hospital medical staff and for whom items 1a through 1c cannot be verified may not order outpatient services.
- This policy is subject to change through recommendation from the Medical Executive Committee with approval by the Board of Trustees.

See Table 1: *Allowable Outpatient Orders*.

Submitted by:	Vice President, Chief Medical Officer
Next review date:	2025
Effective date:	2022
Application:	CHOMP outpatient services, Medical Staff
Approved by:	Medical Executive Committee
Reviewed by:	Director, Patient Access Director, Health Information Management Director, Laboratory Services Director, Tyler Heart Institute Director, Radiology Services Director, Pulmonary Services Director, Cancer Center Director, Patient Business Services
Replaces	Prior Version - 2013
References:	CMS S&C 12-17 (17 Feb 2012), CMS § 482.54 outpatient services
Key words:	Outpatient, ordering, orders
Distribution:	CHOMP intranet; Medical Staff
Related policies:	Verification of Ordering Practitioner for Outpatient Services (Patient Access; departmental)

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Table 1: Allowable Outpatient Orders

KEY: a = CHOMP credentialed (privileged); b = California license verified; c = Out-of-state license verified

¹ Radiology imaging special procedures: Procedures done at the discretion of the Radiologist.

CLINICIAN CATEGORY	ALLOWABLE OUTPATIENT ORDERS						
	Lab	Radiology Imaging ¹ (this column applies to clinic visits and surgery day care procedures)	Rehabilitation	Cardiology	Pulmonary, Sleep lab, Nutrition, etc.	Therapeutic Phlebotomy	Special Procedures - Short Stay Unit - Cancer Center Infusion ²
Doctor of Medicine (MD) Doctor of Osteopath (DO)	a or b	a, b or c	a, b or c	a, b or c	a, b, c	a or b	a
Podiatrist (DPM)	a or b	a, b or c	a, b or c	a, b or c			a (no blood transfusion)
Dentist (DDS or DMD)	a or b				a, b or c	a or b	
Chiropractor (DCM) ³	b	b or c	b or c	b or c	b or c	b	
Naturopath (ND)	b	b or c	b or c	b or c	b or c	b	
Physician Assistant (PA)	a, b	a, b or c	a, b or c	a, b or c	a, b or c	a or b	a
Nurse Practitioner (NP)	a, b	a, b or c	a, b or c	a, b or c	a, b or c	a or b	a
Nurse Midwife (CNM)	b	b					

²Special procedures for Cancer Center infusion referenced in this grid: blood transfusion, antibiotic infusion, IV fluids administration, chemotherapy, ceftriaxone injection. Exception: Port flush can be ordered by A/B/C.³CHOMP accepts orders for outpatient services from chiropractors; services can be billed to all payers with the exception of Medicare.

EXHIBIT B

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA	PC-03.27
General Patient Care Policy: Legal Order Requirements for Scheduling Outpatient Services	Page 1 of 2

PURPOSE

To describe the requirement and process of obtaining a legal order prior to scheduling outpatient services. Referrals for Outpatient Behavioral Health, Outpatient Diabetes and Nutrition, Cardiopulmonary Wellness, etc. are not subject to this policy.

POLICY

- A. Outpatient services are not scheduled without a legal order.
 - 1. The order can be mailed, faxed, brought by the patient, or entered directly into the electronic health record (EHR).
 - 2. Verbal orders should be limited to situations where immediate written or electronic communication is not feasible and must be authenticated/signed prior to the outpatient service(s) unless delaying the test awaiting provider signature would cause harm to the patient.
- B. If there is an emergent need for the requested outpatient service(s), patients are directed to the Emergency Department.

NOTE: Outpatient Diabetes and Nutrition Therapy does not require a legal order to schedule outpatient services. An order is highly encourage, but facility patients are able to self-refer and pay out of pocket. *Example:* patients visit our office for weight loss, self-refer and pay out of pocket.

DEFINITIONS

- A. **Outpatient service(s):** Medical procedures or tests; outpatient services include, but are not limited to: laboratory studies, radiology imaging, radiation oncology, pulmonary services, wound care, ostomy, cardiology, nutrition, therapeutic phlebotomy, special procedures/surgeries, and etcetera.
- B. **Legal order:** The order must include:
 - 1. Patient name;
 - 2. Patient date of birth;
 - 3. Date order created;
 - 4. Service(s) to be provided described through a narrative diagnosis (all services require a narrative diagnosis with the exception of laboratory services);
 - 5. Reason for service(s) (i.e., narrative diagnosis or condition that supports medical necessity); and
 - 6. Ordering provider signature
- C. **Verbal orders:** Orders for outpatient services that are oral, spoken communications, transmitted face-to-face, by telephone, or other auditory device.

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CONTENTS	DESCRIPTION
Submitted by:	Quality Management
Next review date:	2024
Effective date:	2021
Applicable to:	All CHOMP departments
Approved by:	Clinical Advisory Committee Interdisciplinary Quality Committee Medical Executive Committee
Reviewed by:	Director, Radiology Services Director, Pulmonary Services
Replaces:	2018
References:	
Key Words:	Patient orders; scheduling; outpatient services;
Distribution:	CHOMP Intranet Policies and Procedures
Additional information:	Epic workflow requirement
Related policies or programs:	PC-03.26 General Patient Care Policy: Verbal Patient Care Orders