



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-13890

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of Health or Assistant Director of Health to sign and execute a non-exclusive Referral Agreement with Community Hospital of the Monterey Peninsula (CHOMP) for the provision of the following referral services; diagnostic radiology diagnostic laboratory, and obstetrical care (labor and delivery, post-partum care) for Monterey County Health Department patients as referred, with an initial term of May 8, 2018 to May 7, 2020, in substantially the same form as that which has been presented to the Board, without material change to its content;
- b. Accepted the recommendations of the Director of Health or Assistant Director of Health regarding the following non-standard provisions in the Referral Agreement: indemnification and insurance; and
- c. Approved and authorized the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

PASSED AND ADOPTED on this 8<sup>th</sup> day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams  
NOES: None  
ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting May 8, 2018.

Dated: May 16, 2018  
File ID: A 18-137

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Report

Legistar File Number: A 18-137

May 08, 2018

Introduced: 4/24/2018

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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- b. Accept the recommendations of the Director of Health or Assistant Director of Health regarding the following non-standard provisions in the Referral Agreement: indemnification and insurance; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and Authorize the Director of Health or Assistant Director of Health to sign and execute a non-exclusive Referral Agreement with Community Hospital of the Monterey Peninsula (CHOMP) for the provision of the following referral services; diagnostic radiology diagnostic laboratory, and obstetrical care (labor and delivery, post-partum care) for Monterey County Health Department patients as referred, with an initial term of May 8, 2018 to May 7, 2020, in substantially the same form as that which has been presented to the Board, without material change to its content; and
- b. Accept the recommendations of the Director of Health or Assistant Director of Health regarding the following non-standard provisions in the Referral Agreement: indemnification and insurance; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates nine community clinic sites designated as Federally Qualified Health Center Look-Alikes (FQHC-LA), which provide preventative, primary, and specialty medical care services. FQHC-LA clinic sites are governed and regulated by the Health Resources and Services Administration (HRSA) to provide primary health services to all patients regardless of ability to pay.

Required and additional services within the clinics HRSA approved scope of project that are not directly provided by the clinic must be made available to patients through a formal written referral arrangement. Required services that must be referred due to the clinics either not having the

appropriate equipment or staff, are diagnostic radiology, diagnostic laboratory and obstetrical care services (labor and delivery and post-partum care). This is a non-exclusive Agreement. As stated in the Agreement, Clinic Services has the right to contract and refer to other entities for the same or similar services.

FQHCs are required by HRSA, as defined by the federal Section 330 of the Public Health Service Act statute, to establish a Sliding Fee Discount that outlines a fee schedule for its services that is consistent with locally prevailing rates and reflects the clinic's reasonable costs of providing services. For services provided via formal referral arrangements, the referred to entity shall make available a discount to eligible patients who are at or below 200% of the Federal Poverty Level that meets or exceeds the Sliding Fee Discount requirements set by HRSA to assist with the costs of their care.

This work supports the Monterey County Health Department 2011-2015 Strategic Plan Initiatives: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

County Counsel and the Auditor-Controller have reviewed and concur with this recommendation. Risk Management has not reviewed and approved the non-standard provisions including indemnification and insurance. The Health Department recommends moving forward as it is a licensure requirement from HRSA to have formal written arrangements.

FINANCING:

There are no fiscal provisions within this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and

communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Sheena Morales, Management Analyst III, x1393

Approved by: Elsa Jimenez, Director of Health, x4526



Attachment:

Agreement is on file with the Clerk of the Board

## **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.

### **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

## **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

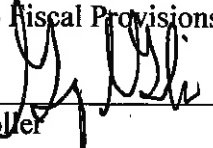
By:   
Elsa Jimenez, Director of Health

Date: 05/16/18

By:   
Cynthia L. Pede  
Name and Title

Date: 4/23/2018

Approved as to Fiscal Provisions:

By:   
Auditor/Controller

Date: 4/24/18

By: 

LAURA ZEMAN  
Name and Title

Date: 4/23/2018

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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.