

MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT
and
SANTA BARBARA NEIGHBORHOOD CLINICS

SECTION ONE: PURPOSE

This Memorandum of Understanding (MOU) is by and between the Santa Barbara County Public Health Department (PHD) and the Santa Barbara Neighborhood Clinics (SBNC) and covers referral services for the patients of each organization.

PHD and SBNC have worked collaboratively for a number of years to provide medical services to the uninsured and underinsured residents of Santa Barbara County. Both organizations are Federally Qualified Health Centers (FQHC). SBNC provides primary care, behavioral health and dental services, and PHD provides both primary care, behavioral health and specialty services. Both organizations have provided referrals to the other organization to provide access to both dental services and specialty services; this includes dental services for patients of PHD's Health Care for the Homeless (HCH) Program and/or people experiencing homelessness (PEH). Each organization wishes to better describe and clarify the mutual responsibilities for these referrals.

SECTION TWO: MOU POINTS OF CONTACT

- A. PHD-The Primary Care Assistant Deputy Director or in his or her absence the Health Center Administrator for the Santa Barbara Health Care Center will serve as the primary contact for all services. The HCH Program Coordinator is also available to assist with PEH.
- B. SBNC-The SBNC Chief Executive Officer/Chief Medical Officer and in his or her absence, the Chief Operating Officer/Chief Financial Officer will serve as the primary contact for all services.

SECTION THREE: SCOPE OF WORK

- A. **Referrals from SBNC to PHD for Specialty Services (type: OB/GYN, specialty clinics)**
 - 1. Reason for referral
 - a. SBNC patient is in need of specialty care provided by PHD but not available through SBNC.
 - 2. Goal: To provide access to SBNC patients for specialty care services provided at the Public Health Department. Specialty care services include but are not limited to: OB/GYN; Endocrinology; General Surgery; Orthopedic; Urology; Rheumatology, Neurology.
 - 3. Objectives
 - a. SBNC Primary Care Providers (PCPs) will be responsible for coordinating the ongoing care of their patients. In order to provide high quality of care, improve patient outcomes and provide documentation of the continuum of care, PHD

providers seeing SBNC patients will provide reports of patient visit outcomes to SBNC PCPs within 5 business days of the date of the patient visit.

- b. In order to ensure the sustainability of Specialty care clinics, it is imperative to maintain a balance of patients with third party payers to those that are truly self-pay patients. For the purposes of this MOU, SBNC referrals, excluding OB\GYN referrals, will be representative of their current patient payer populations and funding sources. PHD will work with SBNC to accept payments for patient care from any legitimate charity care program.
 - c. In order to fulfill its Mission and its Federally Qualified Health Center requirements, PHD must give first priority to its existing patients. However, PHD will work closely with SBNC referral coordinators and SBNC patients to provide access to Specialty care in a reasonable amount of time and will provide a higher priority to those patients in need of immediate care. For non-critical care, patients are to receive a scheduled office visit within 60 days or less.
 - d. Obstetric patients will not be referred to PHD for care after their first trimester without prior approval from the PHD's lead OB/GYN Physician.
 - e. Upon referral to PHD, patients who are experiencing homelessness will be identified to best coordinate their unique care needs. SBNC will ensure proper coordination of enabling service needs (i.e. transportation, etc.).
4. Process
- a. General
 - (i) The PHD Referral Form will be completed for all referrals to PHD.
 - (ii) Referral will be faxed to appropriate PHD service site based on proximity to client's place of residence (or in the case of homelessness most convenient location for patient access).
 - (iii) Referral will be faxed to identified contact person at PHD site in Exhibit A.
 - (iv) Additional questions or requests for information will be addressed by contacting identified SBNC PCP by phone, protected fax, or encrypted email. If additional discussion on a referral is required, a physician to physician phone conference will be arranged by the referring and accepting staff.
 - b. Communications/Forms
 - (i) SBNC will ensure accurate information on current patient financial class and instruct patient to provide all appropriate third-party payer verification (cards) at time of intake for appointment at PHD.
 - (ii) Follow-up treatment reporting as specified in Objectives Section Three, A.3.a.
 - c. Reimbursement for Services
 - (i) PHD will directly bill any eligible third-party payers, including any charity care programs.
 - (ii) Patients will be eligible for the Health Resources Services Administration (HRSA) Sliding Fee Scale in compliance with the current version of the HRSA Health Center Program Compliance Manual.

- a) Individuals and families with incomes above 100% of the current Federal Poverty Guideline (FPG) and at or below 200% of the FPG receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and
- b) Individuals and families at or below 100% of the FPG receive a full discount or a nominal charge for these services.

B. Referrals from PHD to SBNC for dental services

1. Reason for referral
 - a. PHD patient is in need of dental care provided by SBNC not available through PHD.
2. Goal: To provide access to PHD patients for dental care services provided at the Santa Barbara Neighborhood Dental Clinics.
3. Objectives
 - a. PHD Primary Care Providers (PCPs) & HCH Program Staff will be responsible for coordinating and the ongoing care of their patients. In order to provide high quality of care, improve patient outcomes and provide documentation of the continuum of care, SBNC providers seeing PHD patients for exam services and treatment will provide reports of patient visit outcomes to PHD PCPs or HCH Program Staff within 5 business days of the date of completion of the patient's treatment plan.
 - b. In order to ensure the sustainability of dental care clinics, it is imperative to maintain a balance of patients with third party payers to those that are truly self-pay patients. For the purposes of this MOU PHD referrals will be representative of their current patient payer populations and funding sources. SBNC will work with any PHD to accept payments for patient care from any legitimate charity care program.
 - c. In order to fulfill its Mission and its Federally Qualified Health Center requirements, SBNC must give first priority to its existing patients. However, SBNC will work closely with PHD referral coordinators and PHD patients to provide access to dental care in a reasonable amount of time and will provide a higher priority to those patients in need of immediate care. For non-critical care, patients are to receive a scheduled office visit within 60 days or at the earliest possible time based on SBNC's availability.
4. Process
 - a. General
 - (i) The SBNC Referral Form is to be completed for all referrals to SBNC.
 - (ii) Referral will be faxed to appropriate SBNC service site based on proximity to client's place of residence.
 - (iii) Referral will be faxed to the identified contact person at SBNC site in Exhibit
 - (iv) Additional questions or requests for information will be addressed by contacting identified PHD PCP or HCH Program Staff by phone, protected

fax, or encrypted email. If additional discussion on a referral is required, a physician to physician phone conference will be arranged by the referring and accepting staff.

- b. Communications/Forms
 - (i) PHD will ensure accurate information on current patient financial class and instruct patient to provide all appropriate third-party payer verification (cards) at time of intake for appointment at SBNC.
 - (ii) Follow-up treatment reporting as specified in Objectives Section Three, A.3.a.
- c. Reimbursement for Services
 - (i) SBNC will directly bill any eligible third-party payers, including the programs administered by PHD such as the Ryan White Program and the Health Care for the Homeless Program, for reimbursement of eligible services.
 - (ii) Patients will be eligible for the Health Resources Services Administration (HRSA) Sliding Fee Scale in compliance with the current version of the HRSA Health Center Program Compliance Manual.
 - a) Individuals and families with incomes above 100% of the current FPG and at or below 200% of the FPG receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and
 - b) Individuals and families at or below 100% of the FPG receive a full discount or a nominal charge for these services.

C. Referrals from PHD to SBNC for Substance Use Disorder (SUD) Medically Assisted Treatment (MAT) Medicated-Assisted Treatment (MAT) is the use of FDA- approved medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders.

- 1. Reason for referral
 - a. PHD patient is in need of SUD MAT provided by SBNC but not available through PHD.
- 2. Goal: To provide access to PHD patients for MAT services provided at the Santa Barbara Neighborhood Clinics.
- 3. Objectives
 - a. PHD Primary Care Providers (PCPs) or HCH Program Staff will be responsible for coordinating and the ongoing care of their patients. In order to provide high quality of care, improve patient outcomes and provide documentation of the continuum of care, SBNC providers seeing PHD patients for exam services and treatment will provide reports of patient visit outcomes to PHD PCPs within 5 business days of the date of completion of the patient's treatment plan.
 - b. In order to ensure the sustainability of behavioral health services, it is imperative to maintain a balance of patients with third party payers to those that are truly self-pay patients. For the purposes of this MOU PHD referrals will be representative of their current patient payer populations and funding sources. SBNC will work

with any PHD to accept payments for patient care from any legitimate charity care program.

- c. In order to fulfill its Mission and its Federally Qualified Health Center requirements, SBNC must give first priority to its existing patients. However, SBNC will work closely with PHD referral coordinators and PHD patients to provide access to care in a reasonable amount of time and will provide a higher priority to those patients in need of immediate care and at the earliest possible time based on SBNC's availability.

4. Process

a. General

- (i) The SBNC Referral Form is to be completed for all referrals to SBNC.
- (ii) Referral will be faxed to appropriate SBNC service site based on proximity to client's place of residence.
- (iii) Referral will be faxed to the identified contact person at SBNC site in Exhibit A.
- (iv) Additional questions or requests for information will be addressed by contacting identified PHD PCP or HCH Program Staff by phone, protected fax, or encrypted email. If additional discussion on a referral is required, a physician to physician phone conference will be arranged by the referring and accepting staff

b. Communications/Forms

- (i) PHD will ensure accurate information on current patient financial class and instruct patient to provide all appropriate third-party payer verification (cards) at time of intake for appointment at SBNC.
- (ii) SBNC providers seeing PHD patients for services and treatment will provide reports of patient visit outcomes to PHD PCPs within 5 business days of the date of completion of the patient's treatment plan
- (iii) Follow-up treatment reporting as specified in Objectives Section Three, A.3.a.

c. Reimbursement for Services

- (i) SBNC will directly bill any eligible third-party payers, for reimbursement of eligible services.
- (ii) Patients will be eligible for the Health Resources Services Administration (HRSA) Sliding Fee Scale in compliance with the current version of the HRSA Health Center Program Compliance Manual.
 - a) Individuals and families with incomes above 100% of the current FPG and at or below 200% of the FPG receive an equal or greater discount for these services than if the health center's SFDS were applied to the referral provider's fee schedule; and
 - b) Individuals and families at or below 100% of the FPG receive a full discount or a nominal charge for these services.

D. Mutual Responsibilities

1. Problem resolution will be initially managed at the most appropriate level (e.g. among treating providers from PHD and SBNC, among administrative staff managing the patient referral, etc.). If this informal problem resolution is unsuccessful, the issue will be addressed by the respective Health Care Center Administrators and/or Chief Medical Officers as appropriate. Any issues associated with a medical malpractice claim for a shared patient will be reported to the MOU Contacts.
2. Administrative Meetings
 - a. PHD and SBNC agree to meet quarterly throughout the agreement period.
 - (i) The purpose of these meetings is to review utilization, improve process efficiency and effectiveness, track objectives and goals and resolve any non-urgent conflicts.
 - b. Performance Review
 - (i) If deemed necessary, the parties will meet at least annually to review the overall performance of the MOU, patient satisfaction and evaluation surveys, and to modify and renew as appropriate.
 - (ii) Upon request from either organization the Chief Medical Officers and appropriate Quality Improvement staff may meet to discuss patient care issues and any mutual incidents or claims in order to protect patients and staff.
3. Credentialing and Privileging.

Any provider accepting referrals must be credentialed and privileged and ensure that such providers are: Licensed, certified, or registered as verified through a credentialing process, in accordance with applicable federal, state, and local laws; and competent and fit to perform the contracted or referred services, as assessed through a privileging process. The providers must remain in good standing throughout the agreement period. Each party will review the other party's credentialing and privileging processes at least annually or more frequently, if necessary, to ensure compliance.

SECTION FOUR: COST OF SERVICES

A. Reimbursement for Services

1. This MOU constitutes an in-kind exchange of administration services by each organization. Any patient billing or third-party billing is specified in the responsibilities of the respective organization.

SECTION FIVE: SPECIAL PROVISIONS

A. Continuum of Care

1. Communication
 - a. As direct service providers of medical and dental services, each organization is required to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or

electronic data. The parties agree this MOU will be modified as necessary for full compliance with HIPAA.

- b. Any fax message containing Protected Health Information and/or Protected Financial Information must be sent to fax machines or fax locations that are protected from access by non-appropriate staff members, patients or visitors.
 - (i) Any email transmission must be sent as an encrypted email.

SECTION SIX: GENERAL PROVISIONS

- A. The term of this MOU is July 1, 2024 through June 30, 2026. If both parties agree in writing, the Director of the Public Health Department and the CEO of SBNC may extend the term of this Agreement for up to two additional years through June 30, 2028.
- B. Amendments and Modification. In conjunction with the matters considered herein, this MOU contains the entire understanding and MOU of the parties and there have been no promises, representations, MOUs, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral MOUs, course of conduct, waiver or estoppel.
- C. Termination. Either organization may cancel this MOU with ninety days (90) written notice.
- D. Mutual Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives the Agreement.
- E. Audits. The parties agree to keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of such profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. Each party shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. The parties agree to participate in any audits and reviews, whether by each other, the State, or Federal government at no charge to each other.
- F. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- G. Compliance with Law. The parties shall, at their sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this MOU.
- H. California Law and Jurisdiction. This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
- I. Execution of Counterparts. This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- J. Authority. All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with.
- K. Survival. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.
- L. Mutual Approval of Immaterial Changes.
 - a. SBNC and County agree that immaterial changes to this MOU that will not result in a change to the total amount, the term, or add to the scope may be authorized by the Public Health Director, or designee, in writing, and will not constitute an amendment to the MOU.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed Memorandum of Understanding to be effective July 1, 2024.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shela Habuena
Deputy Clerk

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: Steve Lavagnino
Chair, Board of Supervisors

Date: 6-4-24

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
Public Health Department

DocuSigned by:
By: Mouhanad Hammami
4F9DA0211228448
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By: Rachel Van Mullem
2D6569DD4D994B4
Deputy County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

DocuSigned by:
By: Gregory Milligan
05F535F00289466
Risk Management

IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding to be effective on July 1, 2024.

Santa Barbara Neighborhood Clinics

By:

DocuSigned by:

Mahdi Ashrafian

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Authorized Representative

Name:

Mahdi Ashrafian, MD, Chief Executive Officer

Date:

5/17/2024

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