

MEMORANDUM OF UNDERSTANDING
FOR COMMUNITY CRISIS SERVICES

THIS MEMORANDUM OF UNDERSTANDING FOR COMMUNITY CRISIS SERVICES ("MOU") is made and entered into by and between CATHOLIC HEALTHCARE WEST ("CHW"), a California nonprofit public benefit corporation, doing business as Marian Medical Center ("Hospital"), and the County of Santa Barbara ("County") Department of Alcohol, Drug, and Mental Health Services ("ADMHS").

R E C I T A L S

- A. Hospital is a nonprofit general acute care hospital located in Santa Maria, California. Hospital's services include an Emergency Department (the "ED").
- B. The ED provides an appropriate medical screening examination and stabilizing treatment to any individual who presents at the Hospital and requests, or on behalf of whom a request is made, for treatment.
- C. In addition to providing medical services to patients who present in emergent and urgent condition, the ED provides services to a significant population of medically underserved individuals who require crisis intervention services for drug, alcohol and psychiatric-related conditions. By providing services to nonemergent patients, the ED's resources available to emergent and urgent patients are strained. In many cases, community health resources exist that are better suited than the ED to provide nonemergent, crisis intervention services to those nonemergent patients. An estimated seven individuals visit the Hospital daily needing care for alcohol and drug intoxication, psychiatric crisis, or some combination of the two. On average, one North County Santa Barbara ("North County") resident is hospitalized every day for psychiatric care.
- D. ADMHS is the County's Mental Health Plan, responsible to provide specialty mental health services to Medi-Cal beneficiaries and other individuals in need of mental health services, to the extent resources allow.
- E. ADMHS provides crisis intervention services to individuals experiencing suspected psychiatric emergencies through its Crisis and Recovery Emergency Services (CARES) program.
- F. There is currently no publicly-operated "sobering station" in North County.
- G. There is an immediate need for psychiatric inpatient services in North County. Individuals in need of such services are currently required to travel to Santa Barbara, San Luis Obispo, Ventura, and beyond.
- H. Hospital and ADMHS wish to continue the collaboration outlined in the MOU adopted in June 2008 and enter into this MOU to set forth the terms and conditions upon which Hospital and ADMHS will work to promote certain crisis intervention services in Hospital's service area with the goal of reducing the burden that patients in need of those services currently place on Hospital's ED.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for such other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. OBLIGATIONS AND DUTIES OF ADMHS

Hospital and ADMHS agree that the affiliation created by this MOU shall involve two phases as follows:

1.1 Crisis Intervention Employees.

1.1.1 ADMHS provides crisis response at Hospital through its CARES Mobile Crisis team, consisting of three (3.0) full time equivalent staff, as set forth below. The ADMHS employees shall consist of one (1) psychiatric nurse or physician assistant and two (2) other licensed practitioners who are qualified and experienced to provide the services contemplated by this MOU (the ADMHS employees are referred to as the "Licensed Practitioners"). The Licensed Practitioners shall provide the following services (collectively, the "Services") to individuals who present at the ED and/or are patients of the Hospital 24 hours per day, seven days per week:

1.1.1.1 Assessment, counseling, intervention, and stabilization of conditions related to drug/alcohol intoxication, mental health conditions, and co-occurring disorders (collectively, "Crisis Conditions");

1.1.1.2 Initial intake screening and brief diagnostic work-up/treatment for Crisis Conditions;

1.1.1.3 Provide educational materials and information to patients concerning community resources available for follow-up for Crisis Conditions, including referral to ADMHS clinics and ADP and Mental Health Community Based Organizations, as appropriate;

1.1.1.4 Evaluate the need for involuntary psychiatric treatment and hospitalization pursuant to Welfare & Institutions Code Section 5150 and assist in arranging appropriate transfers;

1.1.1.5 Coordinate between Licensed Practitioners, Hospital personnel, physicians, and law enforcement for admission, assessment, and treatment of presenting patients;

1.1.1.6 Provide emergency medication evaluation recommendations to Hospital staff;

1.1.1.7 Coordinate transfer and admission of patients with Crisis Conditions to appropriate providers; and

1.1.1.8 Coordinate services between Hospital and ADMHS resources during regular business hours to ensure seamless crisis intervention coverage.

1.2 Crisis Care Center. ADMHS provides outpatient crisis intervention services to individuals with Crisis Conditions at its CARES North facility, located in Hospital's service area. The purpose of the Crisis Center is to provide community based resources at the appropriate level of care to

individuals who might otherwise present to hospital emergency departments. Licensed Practitioners are based at the Crisis Center and work cooperatively with the Hospital to ensure proper utilization of services.

1.3 Focused Services for Hospital Emergency Department. In addition to the foregoing, ADMHS shall provide the following focused services for the Hospital Emergency Department, which shall be included in the definition of “Services,” as used herein:

1.3.1 ADMHS on-call psychiatrist, and as necessary Medical Director, are available to provide consultation to CARES and Hospital staff.

1.3.2 CARES Mobile Crisis Unit Services and CARES Intake.

1.3.3 Educational Programs: Opportunities for educational/training programs, as mutually agreed, may include involvement in case studies, criteria for 5150 or rescinding of 5150 status, ED and security staff interactive training, emergency psychiatric medications.

1.3.4 Physician to physician communication 24 hours/day, 7 days/week through Mobile Crisis Unit.

2. ADDITIONAL REQUIREMENTS

2.1 Licensed Practitioners. The Licensed Practitioners shall be selected by ADMHS in consultation with Hospital. In consultation with ADMHS administration, Hospital reserves the right to remove any Licensed Practitioner from providing services at the Hospital at any time, with or without cause. In the event that any Licensed Practitioner is so removed by Hospital, ADMHS shall make reasonable efforts to replace such Licensed Practitioner with another Licensed Practitioner that is acceptable to Hospital.

2.1.1 The Licensed Practitioners shall be duly educated, experienced, and qualified to provide the Services. The Licensed Practitioners shall at all times be and remain duly credentialed as allied health professionals eligible to provide the Services in accordance with Hospital’s Medical Staff Bylaws, Rules and Regulations.

2.1.2 The Licensed Practitioners will report to the ADMHS Regional Manager – Santa Maria Mental Health Programs.

2.2 Hospital Coverage. ADMHS provides CARES Mobile Crisis coverage to respond to Hospital 24 hours per day, 7 days per week.

2.3 Program Evaluation. ADMHS and Hospital shall work together to continually monitor the effectiveness of the Services and conduct periodic reviews based on objective utilization and follow-up data. Operations review meetings shall be held on a quarterly and ad hoc basis, between Hospital staff and ADMHS staff to include the ADMHS Regional Manager – Santa Maria Mental Health Programs, CARES North Supervisor, and Emergency Room Manager.

2.4 Compliance with Legal and Other Requirements. In connection with the performance of the Services and ADMHS’s duties and responsibilities under this MOU, ADMHS and Licensed Practitioners shall comply with and adhere to all applicable federal, California and local laws, rules and regulations, and policies and procedures of Hospital and Hospital’s Medical Staff. Without limiting the foregoing, ADMHS and Licensed Practitioners shall comply with, and shall not take any action that

interferes with Hospital's compliance with, the Emergency Medical Treatment and Active Labor Act ("EMTALA"), 42 U.S.C. Section 1395dd, and regulations issued thereunder.

3. INDEPENDENT CONTRACTORS

3.1 In the performance of ADMHS and Licensed Practitioners' duties and obligations arising under this MOU, ADMHS and Licensed Practitioners are at all times acting and performing services as independent contractors of Hospital. Hospital shall not control the methods used or applied by or on behalf of ADMHS in the performance of Services under this MOU. Nothing in this MOU is intended nor shall be construed to create between ADMHS and Hospital or Licensed Practitioners an employer/employee, joint venture, partnership, or landlord/tenant (lease), or any other similar relationship. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital and/or ADMHS, Hospital may terminate this MOU immediately upon written notice to ADMHS.

3.2 As independent contractors, neither ADMHS nor Licensed Practitioners shall be entitled to any retirement or welfare plan or fringe benefits of any kind provided to employees of Hospital, and there shall be no deductions from ADMHS's compensation for taxes, benefits or other types of withholdings. ADMHS shall be solely responsible for all withholdings required from amounts paid to Licensed Practitioners as employees of ADMHS. Without limiting the foregoing, ADMHS shall be solely responsible for, and shall indemnify, defend, protect and hold Hospital harmless from and against, any and all claims, liabilities, damages, judgments, awards, losses, costs and expenses (including attorneys' fees and costs) for wages, salaries, benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment and other taxes, withholdings and charges payable to, or on behalf of, ADMHS and/or Licensed Practitioners for the Services and compensation provided under this MOU.

3.3 ADMHS shall reimburse Hospital for the "employee portion" of all employment-related taxes, charges or levies (including any penalties or interest associated therewith) that may be collected from Hospital under any applicable federal, state or local law, rule or regulation in the event that any federal, state or local agency, department or authority determines that ADMHS and/or any Licensed Practitioner is an employee of Hospital and not an independent contractor.

4. FINANCIAL ARRANGEMENTS

4.1 Hospital Grant. Hospital shall pay to ADMHS a grant of \$6,000.00 per month, effective July 2011, which ADMHS shall use exclusively to pay for operation of the Crisis Center.

5. TERM AND TERMINATION

5.1 Term. This MOU shall commence on December 15, 2011 ("Commencement Date") and continue thereafter in full force and effect until December 31, 2013, unless sooner terminated as hereinafter provided.

5.2 Termination. This MOU may be terminated prior to the expiration of the term effective upon the first to occur of the following events:

5.2.1 Upon the mutual written agreement of Hospital and ADMHS.

5.2.2 By either party upon expiration of 30 days advance written notice to the other party.

5.2.3 By either party if the other party breaches or fails to perform this MOU and the breaching party fails to cure the breach within fifteen (15) days after written notice of the breach or failure is given by the non-breaching party to the breaching party. The party claiming the breach or failure shall set forth in the written notice of termination the facts underlying its claim that the other party has breached or failed to perform this MOU. Remedy of a breach or failure to the satisfaction of the non-breaching party, which shall be assisted in good faith by the non-breaching party, within the applicable fifteen (15) day period will cause the MOU to remain in effect.

5.3 Effect of Termination. Upon termination or expiration of this MOU, neither party shall have any further obligations hereunder, except for obligations, promises, or covenants contained herein which expressly or necessarily extend beyond the term of this MOU.

6. INSURANCE AND INDEMNIFICATION

6.1 Coverage Requirements. ADMHS, at ADMHS' sole cost and expense, shall maintain continuous coverage (as defined below) of policies of professional liability and general liability insurance, which may be through a self-insurance plan. The insurance policies shall (a) in the case of the professional liability insurance policy, provide coverage for negligent acts or omissions of ADMHS and Licensed Practitioners in the performance of Services during its term, (b) in the case of the general liability insurance policy, provide coverage for bodily injury and property damages resulting from negligent acts or omissions of ADMHS and Licensed Practitioners (other than those matters covered by the professional liability insurance policy), (c) name ADMHS and Licensed Practitioners as named insureds, and Hospital as an additional insured party (if permitted by the insurance carrier), (d) be issued by an insurance company or trust licensed or otherwise qualified to issue professional liability and general liability insurance policies or coverage in the State of California, and (e) provide for minimum coverage limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.

6.1.1 Continuous Coverage. For purposes of this MOU, the term "continuous coverage" means the maintenance of professional liability and general liability insurance during the period commencing as of the Commencement Date, continuing during the entire term of this MOU (including any extensions or renewals hereof) and expiring not less than three (3) years following the expiration or earlier termination of this MOU (the "insurance period"). To satisfy the requirement of continuous coverage, if for any reason any insurance policy maintained by ADMHS pursuant to this Section is cancelled, terminated or not renewed (whether by action of the insurance company or ADMHS), ADMHS shall (a) cause a replacement insurance policy meeting the requirements of this Section to be in effect as of the effective date of the cancellation, termination, or non-renewal of the prior insurance policy, and (b) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for either an unlimited discovery/reporting period or a discovery/reporting period that would extend through the end of the insurance period, and "nose" coverage must provide coverage at least as of the start of the insurance period.

6.2 Certificate of Insurance. ADMHS shall provide Hospital with certificates of insurance or other written evidence of the insurance policies required by this Section prior to the Commencement Date and upon request by Hospital.

6.3 Non-Limitation of Liability. The coverages required pursuant to this Section 6 shall not in any way limit the liability of ADMHS.

6.4 Indemnification. See Exhibit 6.4, which is incorporated herein by this reference.

7. GENERAL PROVISIONS

7.1 Notices. Any notice required or permitted to be given under this MOU shall be in writing and shall be delivered to the party to whom notice is to be given either by (i) personal delivery (in which case such notice shall be deemed given on the date of delivery), (ii) next business day courier service (e.g., Federal Express or other similar service) (in which case such notice shall be deemed given on the business day following deposit with the air courier service), or (iii) the United States Postal Service, registered or certified mail, postage prepaid and return receipt requested (in which case such notice shall be deemed given three (3) business days after the date of deposit with the Postal Service) and addressed or delivered to the parties at the following addresses:

To Hospital: Marian Medical Center
1400 E. Church Street
Santa Maria, CA 93454
Attn: President

With a copy to: Catholic Healthcare West
251 South Lake Avenue, 7th Floor
Pasadena, CA 91101
Attn: VP and Associate General Counsel

To ADMHS: County of Santa Barbara
ADMHS County of Santa Barbara
300 North San Antonio Road, Bldg 3
Santa Barbara, CA 93110
Attn: Ann Detrick, Ph.D., Director

Either party to this MOU may change its address for purposes hereof by giving written notice to the other party in the manner specified in this Section.

7.2 Governing Law. The MOU shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California.

7.3 Severability. If for any reason any clause or provision of this MOU, or the application of any such clause or provision in a particular context or to a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court or other tribunal, then the application of such clause or provision in contexts or to situations, circumstances or persons other than that in or to which it is held unenforceable, invalid or in violation of law shall not be affected thereby, and the remaining clauses and provisions hereof shall nevertheless remain in full force and effect.

7.4 Captions. Any captions to or headings of the Articles, Sections or subsections of this MOU are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this MOU or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

7.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7.6 Entire MOU; Amendment. This MOU, together with any exhibits hereto, constitutes the full and complete MOU and understanding between the parties hereto and shall supersede all prior written

and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this MOU may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

7.7 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this MOU caused by or resulting, directly or indirectly, from Acts of God, civil or military authority, war, terrorism, vandalism, riots, civil disturbances, accidents, fires, explosions, earthquakes, floods, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery, strike or other work interruptions by either party's employees, or any similar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this MOU in the event of any such circumstances. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed, or that Hospital resources must be diverted to other services as a result of any of the above, this MOU may be terminated by Hospital upon ten (10) days written notice to the other party.

7.8 Assignment and Delegation. The obligations set forth under this MOU may not be delegated by either party without the prior written consent of the other party.

7.9 Compliance with Hospital Standards.

7.9.1 Integrity Obligations. ADMHS shall comply with Hospital's corporate integrity program and any corporate integrity agreements to the extent they apply to the acts or omissions of ADMHS under this MOU. ADMHS shall cooperate with Hospital's corporate compliance audits, reviews and investigations that relate to ADMHS and/or any of the Services provided by ADMHS and/or Licensed Practitioners under this MOU. In addition, as requested by Hospital, Licensed Practitioners shall participate in corporate integrity-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate integrity program or any corporate integrity agreements.

7.9.2 Standards of Conduct. ADMHS acknowledges that it shall require the Licensed Practitioners to review before performing Services a copy of the CHW Standards of Conduct ("Standards of Conduct"), which is available from Hospital's administration, as approved or amended from time to time by CHW. ADMHS shall ensure that the Licensed Practitioners comply with the Standards of Conduct when providing Services at Hospital.

7.10 Waiver. No failure or delay by a party to insist upon the strict performance of any term, condition, covenant, or agreement of this MOU, or to exercise any right, power or remedy hereunder or under law or consequent upon a breach hereof or thereof shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach or preclude such party from exercising any such right, power or remedy at any later time or times.

7.11 Authority. Each individual signing this MOU represents and warrants that he/she has authority to sign this MOU and to legally bind the party that he/she represents.

7.12 HIPAA Compliance. ADMHS acknowledges that it is a separate "covered entity" as such term is defined under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder, as amended from time to time ("HIPAA"). As a covered entity separate from Hospital, ADMHS shall implement in a timely fashion all necessary policies, procedures, and training to comply with HIPAA and other laws, rules and regulations pertaining to the use, maintenance, and disclosure of patient-related information. If requested by Hospital during the term of this MOU, ADMHS shall participate, and cause Licensed Practitioners to participate,

in an “Organized Health Care Arrangement” (OHCA), as such term is defined under HIPAA, and comply with Hospital’s OHCA-related policies, procedures, and notice of privacy practices.

7:13 Hospital Control. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and all of its services, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital’s retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of ADMHS under this Agreement.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed effective as of the Commencement Date.

Hospital

Catholic Healthcare West, a California nonprofit public benefit corporation, doing business as Marian Medical Center

By: Ade An

Its: President / CEO

Date: 1/21/12

ADMHS

COUNTY OF SANTA BARBARA

By:

Chair, Board of Supervisors

Date: _____

ATTEST:
CHANDRA WALLAR
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:

DENNIS MARSHALL

COUNTY COUNSEL

By: Celeste E. Andersen
Deputy County Counsel

Date: 2/8/12

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA

AUDITOR-CONTROLLER

By: [Signature]
Deputy

Date: 2/9/12

Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO FORM :

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.

DIRECTOR

By: Ann Detrick

Date: 2/9/12

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO

RISK PROGRAM ADMINISTRATOR

By: Ray Aromatorio

Date: 2/8/12

EXHIBIT 6.4

INDEMNIFICATION

A. INDEMNIFICATION BY CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER).

CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER) shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, or other cause which arises out of or results from the acts or omissions, negligent or otherwise, under this Agreement of CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER), and CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER)'s officers, agents and employees.

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA.

COUNTY OF SANTA BARBARA shall indemnify, defend and hold CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER), and CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER)'s agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, or other cause which arises out of or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's officers, agents and employees.

C. NO AGENCY

Except as otherwise specified herein, for the purposes of this Exhibit, CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER) shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER)'s agent.

D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. CONTINUING OBLIGATION

To the extent that CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER) has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless CATHOLIC HEALTHCARE WEST (DBA MARIAN MEDICAL CENTER), its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

F. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.