K16-1341

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION D/B/A UNIVERSITY MEDICAL CENTER NEW ORLEANS

AND

THE CITY OF NEW ORLEANS

This Agreement is entered into by and between the University Medical Center Management Corporation d/b/a University Medical Center New Orleans, 2000 Canal Street, New Orleans, LA 70112, hereinafter referred to as UMCMC, and represented by William J. Masterton, President and Chief Executive Officer; and the City of New Orleans, 1300 Perdido Street, New Orleans, LA 70112, hereinafter referred to as the City, and represented by Mitchell J. Landrieu, its Mayor.

WHEREAS, the City operates Health Care for the Homeless Program hereinafter referred to as HCH, a Federally Qualified Health Center (FQHC), providing for the medical and dental services for homeless, underserved, and uninsured individuals in Orleans Parish; and

WHEREAS, UMCMC is an academic medical center, part of whose mission is to improve the general health and well-being of the citizens of Louisiana; and

WHEREAS, UMCMC and the City desire to enter into this Cooperative Endeavor Agreement (hereinafter "CEA" or "Agreement") in order to provide access to high quality inpatient and outpatient medical care, operating efficiently and in a cost-effectively manner, and works cooperatively with other health care providers and agencies to improve health outcomes rendered to the citizens of Louisiana without regard for an individual's ability to pay or other barriers to healthcare; and

WHEREAS, both parties wish to collaborate to improve access to care and healthcare outcomes; particularly for patients needing specialty healthcare services such as diagnostic testing, specialty consultations, procedures and treatment beyond the scope of the community-based primary care provider; and

WHEREAS, both parties have a system in place to determine eligibility for patient discounts adjusted on the basis of the patient's ability to pay; and

WHEREAS, both parties acknowledge and recognize limited resources within the healthcare system; both parties commit to be good stewards of available resources, including, but not limited to financial, professional, and human resources. Furthermore, both parties commit to work in the best interest of patients in need of care, by providing support and care management as needed to minimize wasted resources; and

WHEREAS, UMCMC and the City desire to set forth in this Agreement their respective obligations with respect to the referral and treatment of patients at UMCMC for specialty care services; and

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and benefits hereinafter set forth, the parties agree as follows:

ARTICLE 1
PRELIMINARY RECITALS

1.1 The foregoing Preliminary Recitals are incorporated herein by reference and are considered an integral part of this Agreement.

ARTICLE 2
TERM OF AGREEMENT

2.1 This CEA will be for an initial term of one (1) year. The Agreement will commence on the **1st day of January, 2017** and terminate on the **31st day of December, 2017**. This Agreement may be extended by mutual written agreement between the parties. If the parties seek to extend the term of this Agreement, UMCMC acknowledges that the New Orleans City Council must approve it as a multi-year cooperative endeavor agreement. This Agreement may be terminated at any time by thirty (30) days advance written notice to the other party delivered by either certified mail, return receipt requested, or by a delivery service, such as Federal Express or UPS.

ARTICLE 3
SPECIFIC OBLIGATIONS OF UMCNO

In addition to the foregoing,

3.1 UMCMC agrees to collaborate with HCH to develop and implement an efficient referral process, to follow the policies and procedures that will be established for the direct referral of HCH patients to University Medical Center New Orleans (UMCNO) for hospitalization and specialty care.

3.2 UMCMC acknowledges and values HCH as the "patient-centered medical home" and subsequently commits to referring patients accessing the UMCNO system for specialty care back to HCH for on-going primary care, as and when medically appropriate.

3.3 UMCMC will make specialty consultation, diagnostic testing, procedures and treatment reports, and other health information available to HCH through the Greater New Orleans Health Information Exchange (GNOHIE) data sharing agreement "Epic - CLIQ", for mutual patients, to assist in the Continuity of Care. UMCMC will keep and maintain appropriate patient records and documentation necessary to guide patient care and in accordance with prevailing standards for such documentation and records.

3.4 UMCMC will provide the following Inpatient Services to qualified patients:

1. Emergency Room (ER) visits; coverage for emergencies during and after hours.
2. Hospital admissions.

3.5 UMCMC will provide the following Outpatient Services to qualified patients:

1. Diagnostic Laboratory.

2. Diagnostic Radiology.
3. Comprehensive Health Screenings.
4. Obstetrical Care.
5. Reproductive Health/Gynecological Care.

ARTICLE 4
SPECIFIC OBLIGATIONS OF THE CITY VIA HCH

In addition to the foregoing,

4.1 The City will administer this Agreement through HCH.

4.2 HCH agrees to collaborate with UMCMC to develop and implement an efficient referral process, to follow the policies and procedures that will be established, for the direct referral of HCH patients to UMCMC for hospitalization and specialty care.

4.3 HCH program will share clinical information specifically related to the care of mutual patients, with information transfer from HCH program's Electronic Health Record (EHR) Success EHS to UMCMC to assist in the referral of HCH's patients to specialists and for ancillary services such as, x-ray, laboratory and diagnostic testing, etc.; as well as ER visits and inpatient care to assist in the Continuity of Care.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

5.1 The obligations herein assumed by UMCMC and the City shall be governed by the laws of the State of Louisiana.

5.2 HCH shall send all documents and notices required to be submitted to UMCMC under this Agreement to UMCNO through William J. Masterton, President and Chief Executive Officer or designee, and John Cook, Senior Attorney, at 2000 Canal Street, New Orleans, Louisiana, 70112, or at such other address as may be designated in writing to the HCH program.

5.3 UMCMC shall send all documents and notices required to be submitted to HCH under this Agreement to HCH through its Executive Director or designee, at 2222 Simon Bolivar Avenue 2nd Floor, New Orleans, Louisiana, 70113-1460, or at such other address as may be designated in writing to UMCMC.

5.4 This Agreement may be amended or modified upon mutual written consent of both parties. Any amendment or modification shall be reduced to writing and signed by both parties before it becomes effective.

5.5 Both parties certify that neither party nor any of its employees or subcontractors is currently listed as excluded or sanctioned by the Department of Health and Human Services (DHHS), Office of Inspector General (OIG), or the General Services Administration (GSA). If either party or any of its employees or subcontractors appears on either listing during the term of this Agreement, each party will notify the other and this

Agreement will terminate as of that date. Neither party will be liable for any damages resulting from said termination.

5.6 Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and the regulations promulgated thereunder and Subtitle D of the Health Information Technology for Economic and clinical Health Act (HITECH), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any regulations promulgated thereunder (collectively, the HITECH standards) with respect to the privacy and security of protected health information (as defined by HIPAA) created, transmitted, maintained, or received by all parties pursuant to, or in connection with, the performance of each party's obligations under this Agreement. Each party agrees not to use or further disclose any Protected Health Information (as defined in the HIPAA requirements), other than as permitted by the HIPAA requirements, HITECH standards, and the terms of this Agreement. Each party agrees to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA requirements and HITECH standards. In addition, each party agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to information related to patients.

5.7 Each party acknowledges its separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Each party understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that each party has not undertaken any responsibility for compliance on the other party's behalf. Each party has not relied, and will not in any way rely, on the other party for legal advice or other representations with respect to each party's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

5.8 Each party to this Agreement will be responsible for its own acts of negligence and/or willful misconduct and that of its employees or agents during the term of this Agreement. Each party shall notify the other as soon as it becomes aware of a claim that may be related to this Agreement and shall forward necessary documents to the other party. Each party may hire attorneys, at its own expense, to defend against any claim. Each party will supply the other with all relevant information with regard to any claim, investigation or settlement of such claim. Neither party will settle or compromise a claim without written approval from the other party. Upon a final judgment by a court of competent jurisdiction, one party may owe the other party indemnification.

5.9 It is understood and agreed that the obligations of UMCMC and HCH set forth in Article 5.6 hereof shall survive the termination of this Agreement.

5.10 In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, either party may terminate this Agreement by written notice following such casualty and neither party shall be responsible for any damages sustained by the other party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other

acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of either party.

5.11 Each party will furnish the other with a Certificate of Insurance providing evidence of professional or malpractice liability insurance for limits not less than $1,000,000 combined single limits and not less than $3,000,000 in the aggregate annually, or, limits of $100,000 per occurrence and enrollment in the Louisiana Patient's Compensation Fund. In the event that the Louisiana Patient's Compensation Fund is deemed unconstitutional, each party agrees to provide the other with a Certificate of Insurance providing evidence of professional and malpractice liability insurance for limits not less than $1,000,000 combined single limits and not less than $3,000,000 in the aggregate annually.

5.12 Audit and Other Oversight: UMCMC will abide by all relevant provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which may require UMCMC to provide the Office of Inspector General with documents and information related to the scope of this Agreement as requested. In signing this Agreement, UMCMC agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena issued pursuant to City Code § 2-1120(18).

5.13 Convicted Felon Statement: UMCMC complies with City Code § 2-8(c) and no principal, member, or officer of UMCMC has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5.14 Non-Solicitation Statement. UMCMC has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. UMCMC has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

5.15 Electronic Signature and Delivery. The parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

5.16 This CEA is consistent with efforts by the parties to improve quality, access, availability, efficiency, convenience and/or other aspects of health care in the community. The terms of this MOU are not determined in a manner that takes into account volume or financial value of referrals or other business generated by either party.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

SIGNATURE PAGE

This Agreement in triplicate original is entered into as of the day and year first written above.

For: City of New Orleans

Mitchell J. Landrieu
Mayor

For: UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION (UMCMC)

William J. Masterton
President & Chief Executive Officer

FORM AND LEGALITY APPROVED:
City Law Department

By: _____

Printed Name: _____