

AGREEMENT
BETWEEN

AND
THE ILLUMINATION FOUNDATION

This Agreement (the "Agreement") is made and entered into as of the later of _____, 2014 or execution of the Agreement by both parties (the "Effective Date"), by and between _____ (Hospital) and The Illumination Foundation (IF), a California non-profit corporation.

RECITALS

1. Hospital and IF desire to provide a safe place for homeless patients to recuperate upon being discharged from Hospital and receive continued recovery care coordination and facilitation during the recuperation period.
2. Hospital and IF desire to enter into an Agreement governing the terms and conditions of Hospital's participation in IF Recuperative and Recovery Program (the "Program"). IF will make the Program available to homeless clients who are referred by Hospital.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, IF and Hospital hereby agree as follows:

AGREEMENT

1. Responsibilities/Scope of Services

A. **HOSPITAL's** responsibilities under this Agreement are summarized as follows:

1.A.a: **Referral of Clients.** Hospital will only refer clients that meet the admission criteria, as outlined in Exhibit A, into the Program. Hospitals will fax or e-mail the Program Referral Form, attached as Exhibit B, to IF for any client meeting the admission criteria that Hospital desires to refer into the program. Additional documentation, such as current client medical history, medication list, physical therapy reports, and psychological evaluation reports, may be requested by IF during the referral review process. Business hours of the Program will be 9:00AM to 6:00PM every day, including weekends and holidays. IF will accept or deny the client within 2 business hours of receiving the completed application. Hospital will approve a length of stay (LOS) in Program as appropriate for the client's medical recovery.

1.A.b: **Prior to Client Discharge from Hospital.** If the client requires medical follow up after discharge, Hospital will arrange appropriate home health services and follow up medical appointments.

1.A.c: **At Discharge from Hospital.** Once the client has been approved for the Program, Hospital will provide:

- i) discharge paperwork identifying prescribed medications, follow up appointments, and other discharge instructions,
- ii) sufficient quantities of all prescribed medication for the full LOS,
- iii) all durable medical equipment necessary during the LOS, and
- iv) initial transportation from Hospital to the Program location at Coral Motel, 7891 Whitaker St., Buena Park, CA 90621 or 11111 Bloomfield Ave., Santa Fe Springs, CA 90670 (Program Location).

1.A.d: **Responsible Party.** Hospital agrees that it is administratively and financially responsible for items 1.A.a through 1.A.c. above. Hospital agrees to indemnify and hold IF harmless if Hospital fails to provide items 1.A.a. through 1.A.c. and should IF need to arrange and pay for actions within Hospital's Responsibilities/Scope of Services.

B. **IF agrees** to provide services for recuperative care clients at Program Location or at local motels or at other appropriately licensed facilities if mutually agreed by IF and Hospital. The services to be provided by IF through this Agreement are summarized as follows:

1.B.a: **Recovery Care Coordination and Facilitation.** IF will coordinate and facilitate client's recovery care after hospital discharge for the Program. It is understood that IF does not provide direct medical services or have employees or associated volunteers acting in a professional medical capacity. IF agrees to exit each client from the Program as soon as he/she is determined to no longer require the Program's recuperative care services. The actual LOS will be determined on a case-by-case basis after consultation with and prior to approval by the discharging hospital. If an extension beyond the initially approved LOS is deemed necessary due to a medical need or change of condition related to the acute admitting diagnosis, IF will submit a request for an LOS extension to Hospital at least 2 days before the exit date. An LOS extension will be allowed only upon approval of Hospital.

1.B.b: **Case Management.** IF will case manage each client to determine his/her eligibility for social services and temporary/permanent housing programs. Case management services will include assisting client in replacing missing or necessary documents, such as birth certificate, photo ID, immigration papers, and Social Security cards. Clients will also receive assistance with applying for income related benefits, such as General Relief, food stamps, SSDI, SSI, Medicare, Medi-Cal, unemployment benefits, etc. Upon exit from the Program, IF will, on a best –efforts basis, connect each client to an alternative facility, shelter, or permanent housing.

1.B.c: **Transportation.** IF will provide and/or arrange for the transportation of clients to and from any follow up appointments scheduled during the clients'

stay at IF. The initial transportation from Hospital to the Program will be provided by Hospital.

1.B.d: **Room and Board.** IF will provide clients a clean, safe place to sleep, daily meals, hygiene supplies, and access to laundry.

1.B.e: **Reporting.** IF will provide Hospital with a weekly progress summary for all clients whose LOS exceeds 7 days. For clients whose LOS is less than 7 days, a mid-LOS medical summary will be provided to the Hospital. Upon exit of the Program, a comprehensive Exit Summary will be provided to the Hospital. IF will also provide a report on key Program statistics on an annual basis.

1.B.f: **Responsible Party.** IF agrees that it is administratively and financially responsible for items 1.B.a through 1.B.e. above. IF agrees to indemnify and hold Hospital harmless if IF fails to provide items 1.B.a. through 1.B.e. and should Hospital need to arrange and pay for actions within IF's Responsibilities/Scope of Services.

2. Assignment

IF may not assign or transfer this Agreement, any interest therein or claim there under, without the prior written approval of Hospital, which shall not be unreasonably withheld, and Hospital may not assign or transfer this agreement, any interest therein or claim there under, without prior written approval of IF, which shall not be unreasonably withheld.

3. Independent Contractors

The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Hospital and IF or any employee or agent of either party. Neither shall act as an agent for the other and neither shall enter into any agreement or incur obligation/commitment on behalf of the other.

4. Conflict of Interest.

IF assures that to the best of IF's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between IF, IF's business or financial interest and the services provided under this Agreement, and Hospital assures that to the best of Hospital's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Hospital, Hospital's business or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, IF and Hospital will advise each other of such change.

5. Entire Agreement.

This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions and communications,

whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed.

6. Term.

The term of this Agreement shall commence on the Effective Date for a period of thirty-six (36) months unless terminated earlier as herein provided. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

7. Cancellation.

A. IF may, at any time, terminate the Agreement upon thirty (30) days prior written notice. Within thirty (30) days of termination of this agreement for any reason, IF shall submit to Hospital an itemized invoice for any fees or expenses thereto accrued under this Agreement.

B. Hospital may, at any time, terminate the Agreement upon thirty (30) days prior written notice. Within thirty (30) days of receipt of an itemized invoice from IF subsequent to termination of this agreement for any reason, Hospital will pay any remaining fees or expenses accrued under this Agreement.

8. Copyright and Public Communication

Hospital shall retain title and have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data, information or material developed by Hospital under this agreement. IF may reproduce, publish or otherwise use any material delivered under this agreement. With respect to those materials delivered which may be copyrighted, Hospital agrees to and does hereby grant to IF a royalty-free, nonexclusive and irrevocable license throughout the world to reproduce, publish or otherwise use such deliverables for IF purposes, and to authorize others to do so. Such license shall be only to the extent Hospital now has, or prior to completion or final settlement of the agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

IF shall retain title and have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data, information or material developed by IF under this agreement. Hospital may reproduce, publish or otherwise use any material delivered under this agreement. With respect to those materials delivered which may be copyrighted, IF agrees to and does hereby grant to Hospital a royalty-free, nonexclusive and irrevocable license throughout the world to reproduce, publish or otherwise use such deliverables for Hospital purposes, and to authorize others to do so. Such license shall be only to the extent IF now has, or prior to completion or final settlement of the agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Hospital and IF agree that it is in their mutual interests to inform each other of media inquiries, responses to media inquiries, and other forms of public communications about the Program including news releases and newsletters. Hospital and IF will provide same-day notice to each other of media inquiries that are particular to the parties of this agreement, and within 48 hours of release will provide electronic copies to each other of written public communications pertaining to the Program.

9. Confidentiality

Hospital and IF and their board members, employees, authorized agents, consultants, subcontractors, volunteers, and interns shall maintain HIPAA-compliant communications and otherwise comply with applicable federal, state, and county codes and regulations relating to the protection and confidentiality of personal health information.

10. Arbitration

In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred to arbitration. Hospital and IF agree to select an arbitrator and site for arbitration in Orange County, California in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

11. Payment

A. Hospital will provide IF compensation on this Agreement on a month-to-month basis as follows:

1. LOS of up to 10 days: During the first 10 days or less, IF will invoice Hospital \$_____ per diem for actual number of LOS. IF will charge for the day of admission regardless of actual admission time and will not charge for day of exit regardless of exit time.

2. LOS between 11 and 30 days: During the first 10 days, IF will invoice Hospital \$_____ per diem and beginning day 11 up through day 30, IF will invoice Hospital \$_____ per diem.

3. LOS more than 30 days: During the first 10 days, IF will invoice Hospital \$_____ per diem; beginning day 11 up through day 30, IF will invoice Hospital \$_____ per diem; and beginning day 31 through day of exit, IF will invoice Hospital \$_____ per diem.

- B. IF will invoice Hospital for payment as follows:
1. IF will invoice Hospital within 10 business days of the last day of the monthly period.
 2. Hospital will process payment within 30 days of receiving the invoice from IF.
 3. All checks will be made payable to IF.

_____ (Hospital)

The Illumination Foundation (IF)

By: _____

By: _____

CFO

On: _____

On: _____