

FUNDING AGREEMENT BETWEEN
COUNTY OF MONTEREY,
ON BEHALF OF Monterey County Health Department
AND
The Big Sur Health Center, Inc.

This Funding Agreement (“Agreement”) is made and entered into as of July 1, 2019 (“Effective Date”), by and between the County of Monterey (“County”), a political subdivision of the State of California, on behalf of The Monterey County Health Department (“Health”), and Big Sur Health Center, Inc. (hereinafter called “BSHC”) (herein referred to collectively as the “Parties”), to provide funds to assist BSHC to meet the direct operational costs of providing medical services for clients residing in Big Sur and the surrounding area.

This Agreement is made with reference to the following facts:

- A. The Monterey County Health Department with administrative services located at 1270 Natividad Road, Salinas, CA 93906, is nationally accredited and serves over 415,000 Monterey County residents with a broad range of health care and promotion services through its nearly 1,000 employees organized in seven (7) Bureaus.
- B. County receives health realignment funds from the State of California to provide various services in the areas of communicable disease, chronic disease prevention, immunizations, maternal and adolescent health, public nursing, and direct health services to indigents in the County.
- C. County believes that partnering with a local primary care provider of medical services to promote and facilitate access to medical care to low-income Monterey County residents with access-to-care challenges.
- D. Big Sur Health Center (BSHC) is a 2,100 square foot medical facility located at 46896 Highway 1, Big Sur, CA 93920. BSHC, a California nonprofit corporation, is a rural health clinic with an established history of providing primary care in Monterey County to a population with access-to-care challenges. BSHC has a busy family practice with over 1,200 patient visits annually.
- E. The Monterey County Health Department desires to provide funds to BSHC towards the operational costs of providing medical services for clients with access-to-care challenges residing in the Big Sur and surrounding area, specifically:
 - a. Case Management – Assistance in the form of access of care coordination in circumstances where an individual and or their caregivers are incapable, for whatever cause of accessing those health or social services available to them. Activities of care management include but are not limited to; assessing needs,

- developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and reassessment, as required.
- b. Nutrition Counseling – Nutrition counseling includes but is not limited to; provision of individualized advice and guidance to individuals who are at nutritional risk, because of their health or nutritional history, dietary intake, medication use or chronic illness, about options and methods for improving their nutritional status, performed by a health professional in accordance with state law and policy.
 - c. Nutrition Education – A program to promote better health by providing accurate culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information instruction to participants and or participants and their caregivers in a group or individual setting overseen by a dietician or person of comparable expertise.
 - d. Teen Pregnancy Counseling – One on one counseling between teen and qualified healthcare professional to discuss the issues surrounding birth control, sexually transmitted diseases and other issues related to teen pregnancy.
 - e. Teen Pregnancy Screen – Teens will be screened for pregnancy and will be directed to the appropriate program(s).
 - f. Substance Abuse Counseling – Counseling designed to promote better health by providing accurate information on the issues surrounding the abuse of legally obtainable substances such as tobacco and alcohol. Individuals will be afforded access to smoking cessation programs.
 - g. Adult Immunization Clinics – Influenza vaccinations will be supplied and administered to adult patients free of charge.
 - h. Free Adult Health Screening Clinics – Medically indigent adults will be provided access to qualified health professionals that will screen them for hypertension, diabetes and other potentially dangerous health conditions.
 - i. Vision Clinics – Individuals will be provided free rudimentary vision testing to determine if they need to be referred for further care and testing.
 - j. Immunization Clinics for Children – Clinics designed to ensure that children have received all required immunizations.

Additional services may be provided with written consent from the Director of Health or the Health Officer.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated and made part of the Agreement.
2. Big Sur Health Clinic's Responsibilities. BSHC agrees to provide oversight responsibility for the fiscal administration and to monitor the Clinic's adherence to any federal, state and local laws and regulations governing fiscal accountability.

3. Purpose of Funding. The purpose of the Funding by County to BSHC is to provide operational funding toward the cost of providing medical services to clients residing in the Big Sur and surrounding area, as described in Section C, above.
4. Amount of Funding. The Funding from County that is available to BSHC under this Agreement for the Term (as defined in Section 8 below) is in the amount of Ten Thousand Dollars (\$10,000). The Funding shall be made available in accordance with the terms set forth herein.
5. Payment of Funding. BSHC shall generate an invoice to County in the amount of \$2,500 per quarter, no later than 30 days after the end of each quarter. The invoice shall set forth the amounts claimed by BSHC, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
6. Return of Unused or Improperly Used Funds. Upon the expiration or earlier termination of this Agreement, if there are any funds paid by County to BSHC that have not been used or are not committed for a specific use, such funds shall be returned to County. In addition, to the extent BSHC has used Funding for purposes not specifically intended by this Agreement, and not otherwise specifically approved by County (in advance of such use, and in writing), BSHC shall refund such amounts to County.
7. Other Available Funding. BSHC shall immediately report to County any funds received by BSHC from other parties to support the same operational costs as are financially supported by County hereunder.
8. Term of Agreement. The Term of this Agreement shall commence on Effective Date and continue for a period through and including June 30, 2020 ("Term").
9. Termination by Notice. During the Term of this Agreement, County may terminate the Agreement for any reason by giving written notice of termination to BSHC at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
10. Immediate Termination.
 - A. Termination in Response to Non-Compliance with Reimbursement or Payor Programs. If any party determines in good faith that the performance of any provision of this Agreement should jeopardize any licensure of a party, its participation in any reimbursement or payment programs, any accreditation by any state or nationally recognized accreditation organization, or if for any other

reason said performance should be in violation of law or be deemed illegal by any recognized body, agency, or association in the community health clinic field, that party may at its option terminate this Agreement immediately upon written notice. Effective upon such termination, BSHC shall repay all Funding to the extent County determines, in its sole discretion, that such repayment is required to avoid or mitigate any of the foregoing jeopardy events.

- B. Termination in Response to Non-Appropriation of County Funding. Notwithstanding any other provision of this Agreement, County shall not be obligated for BSHC's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Monterey County Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify BSHC in writing of any such non-allocation of funds at the earliest possible date.

11. Indemnification.

- A. By County. County shall defend, indemnify and hold the Big Sur Health Center, Inc., their officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County, its officers, employees, or agents, excepting only loss, injury or damage caused by the negligence or willful misconduct of BSHC, their officers, employees, agents, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for BSHC. County shall reimburse BSHC for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend and hold harmless BSHC under this Agreement.
- B. By BSHC. The Big Sur Health Center, Inc., shall defend, indemnify and hold County, its officers, employees, and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by BSHC, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, its officers, employees, or agents. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County. BSHC shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which BSHC is obligated to indemnify, defend and hold harmless County under this Agreement.

12. Prohibition Against Discrimination. During the performance of this Agreement, BSHC shall not unlawfully discriminate against any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation as provided by law, either in BSHC's employment practices or in the furnishing of services to recipients. The provision of services primarily or exclusively to

such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. Cooperation in Disposition of Claims. The Parties mutually agree to cooperate with each other in the timely investigation and disposition of audits, disciplinary actions and third-party liability claims that arise out of any and all activities encompassed by this Agreement, or in the operation of the Funding. The Parties shall notify one another as soon as possible of any issue that may result in liability to the other party. Cooperation between the Parties may include, but is not limited to, timely notice, joint investigation, defense, disposition of third party claims arising with respect to this Agreement and making witnesses available.
14. Notice. Any notice required or permitted under this Agreement to any party shall be deemed sufficiently made and given if personally delivered, sent by overnight delivery service, return receipt requested, or deposited in the United States mail, postage paid (certified mail, return receipt requested), as follows:

If to COUNTY:

Elsa Jimenez
Director of Health
Monterey County Health Dept.
1270 Natividad Road
Salinas, CA. 93906
Phone: 831.755.4526

If to BSHC:

Sharon Carey, PA-C
Executive Director
Big Sur Health Center, Inc.
46896 Highway 1
Big Sur, CA 93920
Phone: 831.667.2580

15. Amendment. This Agreement may be amended only in writing signed by the authorized representatives of the Parties.
16. Governing Laws. The laws of the State of California shall govern this Agreement.
17. Entire Agreement. This document constitutes the entirety of the Agreement between the Parties and supersedes all prior agreements and understandings regarding the subject matter hereof.
18. Compliance with Law. The Parties acknowledge and agree that nothing in this Agreement shall be construed to require or permit any activity that would constitute a violation of any applicable law or regulation.
19. Disputes; Mediation; General Reference. The Parties hereto agree that any controversy, claim, action or dispute arising out of or relating to this Agreement, shall be heard by a general referee pursuant to the provision of Code of Civil Procedure §§ 638 through 645.1, inclusive, in Monterey County, California, according to the following procedures; provided however, that any controversy, claim, action or dispute arising out of or relating

to this Agreement, shall first be the subject of non-binding mediation in Salinas, California. The Parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof.

20. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or regulations effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance.
21. Waiver. Waiver by Party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
22. Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both parties, and each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Elsa Jimenez, Director of Health

Date: _____

Approved as to Legal Provisions:

By: [Signature]

Monterey County Deputy County-Counsel

Date: 5/24/19

Approved as to Fiscal Provisions:

By: [Signature]
Monterey County Deputy Auditor-Controller

Date: 5/28/19

CONTRACTOR

Big Sur Health Center, Inc.

By: [Signature]

Name: CHRISTY CHAGUEVET

Title: PRESIDENT

Date: 5/15/19

By: [Signature]

Name: DARRIC G. OLIVER

Title: SECRETARY

Date: 5/15/19

County of Monterey Signature Instructions:

If CONTRACTOR 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 (two signatures required).

If CONTRACTOR 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 (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)