

**AGREEMENT BETWEEN
MONTEREY COUNTY HEALTH DEPARTMENT
FEDERALLY QUALIFIED HEALTH CENTER CLINICS AND
RANCHO CIELO, INC.**

This AGREEMENT is made and entered into by and between the Monterey County Health Department Federally Qualified Health Center Look-Alike Clinics (FQHC), hereinafter referred to as "COUNTY", and Rancho Cielo, Inc., hereinafter referred to as "Rancho Cielo".

RECITALS

WHEREAS, Rancho Cielo and County share a mission to serve the underserved. For the purposes of this Agreement, the primary population of focus is youth between the ages of 16 through 24 from urban City of Salinas and surrounding rural communities within Monterey County. This Rancho Cielo population shall be hereinafter be referred to as "youth"; and

WHEREAS, Rancho Cielo and County recognize in order to increase access to care, clinics need to establish meaningful collaborations with community organizations; and

WHEREAS, County has taken undertaken a substantial outreach effort to communities throughout Monterey County in developing its Strategic Health Plan for 2011-2015. This "...plan proposes a novel systems integration for Monterey County with a focus on prevention that advocates Health in All Policies, a 'whole government' approach to health"; and

WHEREAS, Rancho Cielo and County shall work together in partnership to develop a responsive system of care in order to meet the needs of Monterey County residents and expand access in executing the objectives recommended in the Strategic Health Plan and in anticipation for healthcare reform in 2014; and

WHEREAS, County operates community clinics certified by the State of California under the provisions of Health & Safety Code 1206 (b) and have been designated as Federally Qualified Health Center Look-Alikes. Under the direction of the Health Department and governance of the Community Health Center Board, the clinics located in Seaside, Marina and Salinas provide preventative, primary, and specialty medical care services. These FQHC clinics offer a sliding fee scale and are committed to serving primarily low-income residents and the medically underserved, many of who are eligible for Medi-Cal, Medicare and other public health care assistance programs; and

WHEREAS, Rancho Cielo operates a comprehensive learning and social services center in Salinas for underserved youth in Monterey County and is designated as a California 501 (c) (3) nonprofit organization. The vision of Rancho Cielo is to transform the lives of at-risk youth and first-time offenders and empower them to become accountable, competent, productive and responsible citizens through education, vocational training and recreation.

WHEREAS, the County desires to provide limited non-emergent primary medical care services to youth on the Rancho Cielo campus site. Both parties will work collaboratively to provide access to health care services to achieve the best health outcomes through delivering a quality of care that is effective, safe, patient-centered, culturally competent, equitable, and efficient; and

NOW THEREFORE, Rancho Cielo and County, for the consideration hereinafter named, agree as follows:

1.0 SCOPE OF SERVICES

Rancho Cielo

- 1.1 Rancho Cielo shall facilitate youth participation and provide information on services and service dates and times. County will be on-site as well to distribute information such as applications, consents, release and forms as requested by County.
- 1.2 Rancho Cielo shall provide a private room suitable for the provision of primary care medical services. Space shall include a sink, telephone, storage cabinet and computer with hi-speed internet. Space shall be in close proximity to a bathroom.
- 1.3 Rancho Cielo will not participate in the medical decision-making or provision of medical services by County.

County

- 1.4 County will be available to provide limited, non-emergent primary medical services on-site one day per month or as mutually agreed upon.
- 1.5 County will be responsible for screening or qualifying youth and determining their eligibility, as applicable.
- 1.6 County shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Personnel shall be specially trained, experienced, competent and appropriately licensed to perform work and deliver services.
- 1.7 County shall perform work in a safe and skillful manner and in compliance with applicable laws, regulations and licensures.
- 1.8 County shall provide primary medical care and referrals and follow-up/case management care, as needed. Primary medical care may also include family planning and sexually transmitted infection prevention and treatment services. It is understood that lab services, testing and pharmaceutical dispensing cannot be done at this limited service site. These services will be made available by referral.
- 1.9 County will notify Rancho Cielo in advance of holidays and or days during which the services will not be provided.

2.0 TERM OF AGREEMENT

- 2.1 The initial term of this Agreement shall be two (2) years commencing thirty (30) days from the County receiving written approvals from the Health Resources and Services Administration (HRSA) and Centers for Medicare & Medicaid Services (CMS), unless earlier terminated. Upon completion of the initial term, this Agreement may be renewed for three (3) additional two (2) year terms. Neither party is required to state a reason if it elects not to renew this Agreement.
- 2.2 The County's reimbursements from billable visits are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County to continue services, then the County may give written notice to Rancho Cielo, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.
- 2.3 During the term of this Agreement, both parties may terminate the Agreement for any reason by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. Both parties may cancel and terminate this Agreement for cause effective immediately upon written notice to the other party.

3.0 BILLING AND COMPENSATION

The parties agree that Rancho Cielo shall not bill or charge any other party or entity including, without limitation, the Medicare program or any other third party payor, for program services. To the extent permitted by law, the County shall be solely responsible for billing and collecting fees and charges from patients, payers or other responsible third parties for any services performed by the County pursuant to this Agreement.

4.0 CONFIDENTIALITY

- 4.1 Rancho Cielo and its officers, employees, agents, and subcontractors shall comply with any and all federal state, and local laws, which provide for the confidentiality of records and other information. Rancho Cielo shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits Rancho Cielo to disclose such records or information. Rancho Cielo shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. Rancho Cielo shall not use any confidential information gained by Rancho Cielo in the

performance of this Agreement except for the sole purpose of carrying out Rancho Cielo's obligations under this Agreement.

- 4.2 The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including but not limited to the Health Information Portability and Accountability Act ("HIPAA"), the California Confidentiality of Medical Records Information Act, codified at Section 56.1 of the California Civil Code and California Evidence Code Sections 1156 and 1157.

5.0 PATIENT RECORDS

Any and all medical records and charts created at Rancho Cielo pursuant to this Agreement shall be and remain the property of the County. Medical records and any other documentation regarding patient information shall not be disclosed to Rancho Cielo unless permission has been granted by the patient through a written Release of Information that meets HIPAA standards.

6.0 NONDISCRIMINATION

During the performance of this Agreement, Rancho Cielo, and its officers, employees, agents, and subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Rancho Cielo's employment practices or in the furnishing of services to recipients. Rancho Cielo shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Rancho Cielo and its officers, employees, agents, and subcontractors shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. 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.

7.0 INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations and under this Agreement, Rancho Cielo is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and Rancho Cielo shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Rancho Cielo shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Rancho Cielo's performance of this Agreement. In connection therewith, Rancho Cielo shall defend, indemnify and hold County harmless from any and all liability, which County may incur because of Rancho Cielo's failure to pay such taxes.

8.0 AMENDMENTS

This Agreement may be amended or modified only by an instrument in writing signed by the County and Rancho Cielo.

9.0 NON-EXCLUSIVE

This Agreement is non-exclusive and both County and Rancho Cielo expressly reserve the right to contract with other entities for the same or similar services.

10.0 SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

11.0 COMMUNITY HEALTH CENTER BOARD

Both parties agree that this Agreement shall not supersede the authority or governance of the Community Health Center Board.

12.0 INSURANCE

12.1 INSURANCE

Evidence of Coverage: Prior to commencement of this Agreement, Rancho Cielo shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Rancho Cielo upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Rancho Cielo shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Rancho Cielo.

Qualifying Insurers. All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements. Without limiting Rancho Cielo's duty to indemnify, Rancho Cielo shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if Rancho Cielo employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these worker' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Rancho Cielo shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Other Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Rancho Cielo completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Rancho Cielo and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Rancho Cielo's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Rancho Cielo's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, Rancho Cielo shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Rancho Cielo has in effect the insurance required by this Agreement. Rancho Cielo shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Rancho Cielo shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Rancho Cielo and Rancho Cielo shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Rancho Cielo to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

13.0 INDEMNIFICATION

- 13.1 County agrees to indemnify, defend and hold harmless Rancho Cielo, its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death incurred by reason of any act or failure to act by County, its officers, agents, and employees in connection with the performance of this Agreement.
- 13.2 Rancho Cielo agrees to indemnify, defend and hold harmless County, its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death incurred by reason of any act or failure to act by Rancho Cielo, its officers, agents, and employees in connection with the performance of this Agreement.

14.0 NOTICES

Notices required under this Agreement shall be delivered personally; faxed; or by first-class, postage pre-paid mail to the County and Rancho Cielo's at the addresses listed below:

TO COUNTY:

Julie Edgcomb
Clinic Services Director
1615 Bunker Hill Way, Ste. 100
Salinas, CA 93906
Tel. No.: (831) 796-1386
Fax No.: (831) 796-1388

TO RANCHO CIELO:

Susie Brusa
Executive Director
P.O. Box 6948
Salinas, CA 93912
Tel No.: (831) 444-3503
Fax No.: (831) 444-3550

IN WITNESS WHEREOF, the County and Rancho Cielo execute this Agreement as follows:

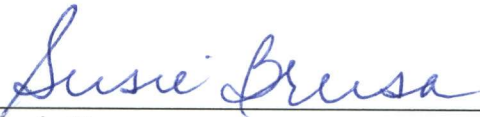
MONTEREY COUNTY

RANCHO CIELO, INC.

Ray Bullick
Director of Health



Susie Brusa
Executive Director



Dated: _____

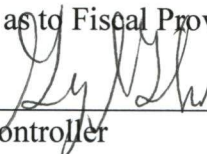
Dated: 4-9-13

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Auditor/Controller

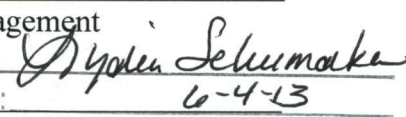


Dated: 5-24-13

Approved as to Liability Provisions:

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management
By: Stephan Schumaker
Date: 6-4-13



Approved as to Form:

Deputy County Counsel



Dated: 5/24/13