

**AGREEMENT**  
**BETWEEN THE COUNTY OF MONTEREY, ON BEHALF OF THE**  
**COUNTY OF MONTEREY HEALTH DEPARTMENT,**  
**CLINIC SERVICES BUREAU**  
**AND**  
**[SCHOOL DISTRICT]**

This Agreement is made and entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, Clinic Services Bureau (hereinafter referred to as “COUNTY”) and the [SCHOOL DISTRICT] (hereinafter referred to as “DISTRICT”), together referred to as “Parties” and singularly as “Party”.

**RECITALS:**

WHEREAS, COUNTY owns, operates and manages the County of Monterey Mobile Clinic #1 (“Mobile Clinic”) which provides preventative and primary medical care, oral health services, behavioral health services, health education, and other services to medically underserved areas of Monterey County (“Services”); and

WHEREAS, DISTRICT wishes to have COUNTY provide Services on DISTRICT premises; and

WHEREAS, COUNTY wishes to utilize designated DISTRICT premises, including suitable parking spaces to operate its Mobile Clinic, DISTRICT restrooms, and DISTRICT break rooms, to support the provision of Services provided to Monterey County community, including DISTRICT students, family, and staff during regularly-scheduled hours; and

WHEREAS, the DISTRICT, in acknowledging the benefit of the Services provided by the COUNTY, wishes to permit COUNTY to park and operate its Mobile Clinic on designated DISTRICT premises and utilize designated DISTRICT restrooms and break rooms, at no charge to the COUNTY, for the purpose of providing Services to the Monterey County community, including DISTRICT students, family, and staff; and

NOW THEREFORE, this Agreement is created for the purpose of setting forth the terms and conditions under which the COUNTY and the DISTRICT will collaborate, subject to the terms and conditions set forth in this Agreement.

**1. Term of Agreement**

This Agreement shall be in full force commencing Date of Execution and ending June 30, 2026, unless terminated earlier or amended pursuant to the Agreement.

**2. Exhibits**

The following attached exhibits are incorporated herein by reference and constitute as a part of this Agreement:

EXHIBIT A: Description of Services

EXHIBIT B: Confidentiality of Patient Information Certification  
(executed by COUNTY and DISTRICT)

EXHIBIT C: COUNTY Insurance

EXHIBIT D: DISTRICT Insurance

### **3. Billing and Compensation**

The Parties agree that DISTRICT shall not bill or charge any other party or entity including, without limitation, the Medi-Cal program or any other third-party payor, for the 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. Student Access; Authorization for Services.**

Except where applicable California law authorizes confidential Services, parents or legal guardians must provide written authorization for the provision of all Services to minor children. With the exception of routine vision, scoliosis, and other health screenings, for which such written authorization is deemed sufficient, parents or legal guardians of minor children must be present when all Services are rendered.

### **5. Maintenance of Confidentiality of Patient Information**

- a. The COUNTY shall maintain clinical records for each recipient of Services in compliance with all state and federal requirements and Exhibit B. Such records shall include a description of all Services provided by the COUNTY in sufficient detail to make possible all evaluations of Services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The COUNTY shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.
- b. The COUNTY and DISTRICT shall comply with the confidentiality requirements set forth in Exhibit B and incorporated by reference as if fully set for herein.

### **6. Patient Records**

Any and all medical records and charts created at DISTRICT properties 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 DISTRICT unless

permission has been granted by the patient through a written Release of Information that meets federal, state, and local laws and regulations.

## **7. Non-exclusive**

This Agreement is non-exclusive and both COUNTY and DISTRICT expressly reserve the right to contract with other entities for the same or similar Services.

## **8. Termination**

- a. Termination Without Cause. Either Party may cancel this Agreement at any time upon thirty (30) calendar days of written notice.
- b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.
- c. The COUNTY's Services to DISTRICT under this Agreement 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's purchase of the indicated quantity of Services, then the COUNTY may give written notice of this fact to DISTRICT, 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.

## **9. Community Health Center Board**

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

## **10. Insurance**

- a. COUNTY Insurance. The COUNTY shall secure and maintain the insurance coverage or self-insurance described in Exhibit C.
- b. DISTRICT Insurance. DISTRICT shall secure and maintain the insurance coverage or self-insured described in Exhibit D, a copy of which is attached hereto and incorporated herein by this reference.

## **11. General Provisions**

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.

- b. Non-discrimination. During the performance of this Agreement, the Parties shall not unlawfully discriminate against any person because of race, religion, creed, color, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government Code § 12940(a), either in the Parties' employment practices or in the furnishing of services to recipients. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The Parties and any subcontractor 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 unlawful discrimination. In addition, DISTRICT's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 6794).
- c. Third Party Rights. Nothing in this Agreement shall be construed to give any rights, benefits, or obligations to anyone other than DISTRICT and the COUNTY.
- d. Independent Contractor.
  - 1) The COUNTY shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the COUNTY under this Agreement shall be deemed to be an officer, employee or agent of DISTRICT in carrying out the duties of this MOU. The COUNTY agrees that it shall be solely responsible for the direction, supervision, counseling and discipline of any of its employees, now or in the future. The COUNTY agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.
  - 2) DISTRICT shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of DISTRICT under this MOU shall be deemed to be an officer, employee or agent of the COUNTY in carrying out the duties of this Agreement. DISTRICT agrees that it shall be solely responsible for the direction, supervision, counseling and discipline of any of its employees, now or in the future. DISTRICT agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or

termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

## **12. Mutual Indemnification**

- a. DISTRICT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this Agreement by DISTRICT and/or its agents, employees, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. DISTRICT shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which DISTRICT is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.
- b. COUNTY shall indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this Agreement by the COUNTY and/or its agents, employees, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by DISTRICT. COUNTY shall reimburse DISTRICT 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 DISTRICT under this Agreement.

## **13. Cultural Competency and Linguistic Accessibility**

- a. The COUNTY shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable COUNTY staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, the COUNTY's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- b. The COUNTY shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the COUNTY shall provide services to eligible individuals in their primary language

through linguistically proficient COUNTY staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

#### 14. Meetings/Communication

DISTRICT and the COUNTY staff shall convene as needed to monitor service outcomes; oversee implementation; discuss issues; evaluate usage and effectiveness; and make recommendations.

#### 15. Notices

Any notices to be given hereunder to a Party shall be given personally, through regular distribution channels or regular mail address as follows:

If to DISTRICT, to:

[NAME]

[TITLE]

[DISTRICT]

[ADDRESS]

[PHONE]

If to the COUNTY, to:

Clinic Services Bureau

Attn: Contracts Management

1615 Bunker Hill Way STE 140

Salinas, CA 93906

Tel: 831-796-1386

#### 16. Miscellaneous Provisions

- a. Conflict of Interest. Each Party represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the Services required to be rendered under this Agreement.
- b. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and DISTRICT.
- c. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the COUNTY and DISTRICT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and DISTRICT under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- d. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- e. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- f. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

- g. Construction of Agreement. The COUNTY and DISTRICT agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of this Agreement or any amendment to this Agreement.
- h. Authority. Any individual executing this Agreement on behalf of the COUNTY or DISTRICT represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions on this Agreement.
- i. Integration. This Agreement, including the exhibits, represent the entire Agreement between the COUNTY and DISTRICT with respect to the subject matter of this Agreement and shall superseded all prior negotiations, representations, or agreements, either written or oral, between the COUNTY and DISTRICT as of the effective date of this Agreement, which is the date that the COUNTY signs the Agreement.

## **17. Consent to Use of Electronic Signatures**

- a. The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- b. Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.
- c. Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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

**COUNTY OF MONTEREY**

**[SCHOOL DISTRICT]**

By: \_\_\_\_\_  
Elsa Jimenez, Director of Health

By: \_\_\_\_\_  
(Signature of Superintendent)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

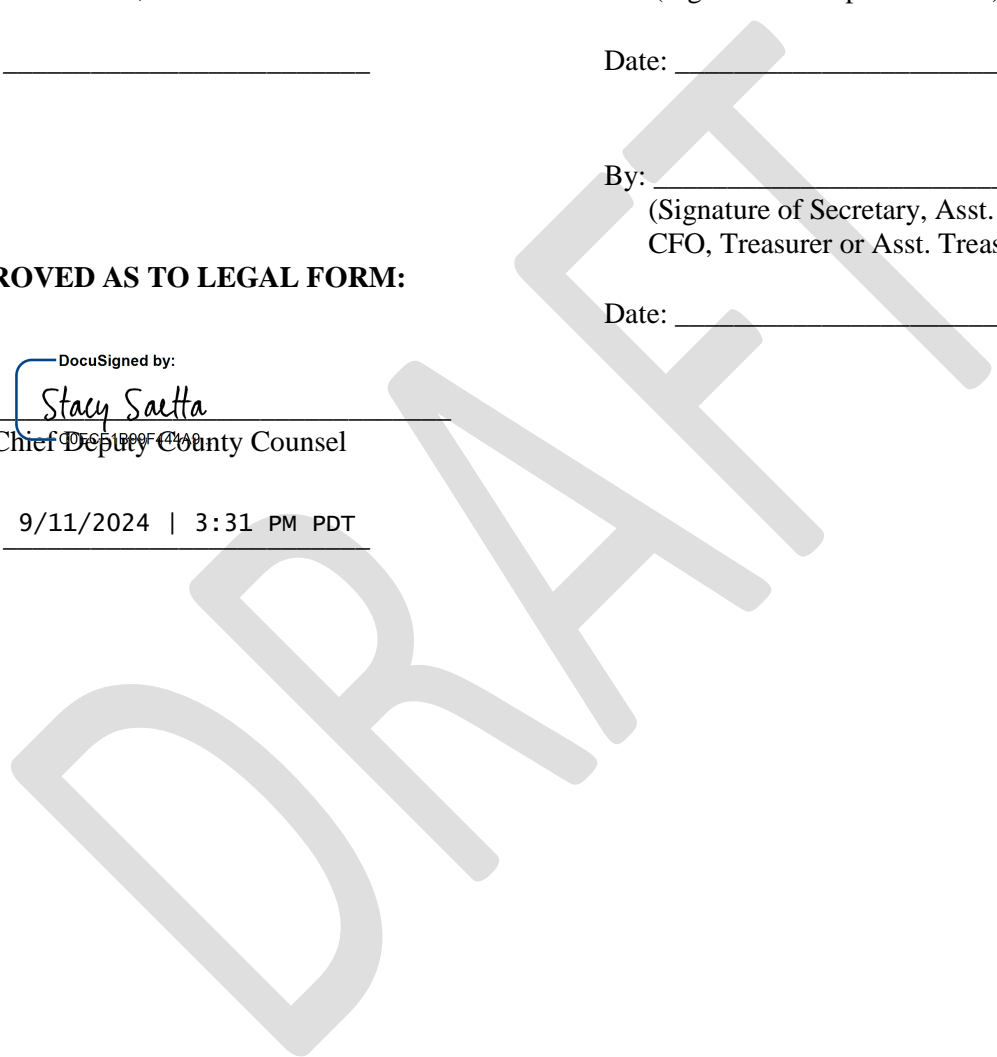
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer)

**APPROVED AS TO LEGAL FORM:**

Date: \_\_\_\_\_

DocuSigned by:  
By: Stacy Saetta  
Chief Deputy County Counsel

Date: 9/11/2024 | 3:31 PM PDT





**EXHIBIT A:  
DESCRIPTION OF SERVICES**

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**1. General:**

- a. COUNTY is the registered owner of the Mobile Clinic and is responsible for all aspects of Mobile Clinic operations.
- b. Mobile Clinic shall only be used for official COUNTY business.
- c. Mobile Clinic shall be operated in accordance with all safety and legal requirements of the COUNTY, State and any other jurisdiction in which it is operated.
- d. COUNTY shall provide Services to DISTRICT's schools including, but not limited to:

[SCHOOL]  
[ADDRESS]

**2. COUNTY Responsibilities. The COUNTY shall be responsible for all of the following:**

- a. Operate the Mobile Clinic pursuant to all applicable laws and regulations governing mobile health clinics operated by political subdivisions of the state of California.
- b. Ensure all Services are provided by appropriately licensed and trained health care professionals including Physicians, Physician Assistants, Nurse Practitioners, Registered Nurses, Health Education Assistants, and Medical Assistants.
- c. Ensure parents or legal guardians are informed of and consent to the specific proposed medical, oral health, behavioral health, and/or other services provided on the Mobile Clinic.
- d. Ensure parent or legal guardian accompanies student to receive Services where required.
- e. Provide the opportunity to receive Services to all students, who furnish written consent from their parent or legal guardian.
- f. Notify DISTRICT in advance of holidays or days during which the Services will not be provided.

**3. DISTRICT Responsibilities. DISTRICT shall be responsible for all of the following:**

- a. Designate areas in the parking lot as service locations for the Mobile Clinic.
- b. Designate staff to escort students to and from the Mobile Clinic, if necessary.
- c. Provide access to a restroom and break room for Mobile Clinic staff.
- d. Advertise the availability of the Mobile Clinic to DISTRICT students, family, and staff.
- e. Distribute and collect consent forms provided by the COUNTY.
- f. Notify the COUNTY as soon as possible if a scheduled site cannot accommodate the Mobile Clinic during any regular service hours on a particular day for any reason.
- g. Designate a District staff member to serve as the liaison between DISTRICT and the COUNTY who is responsible for communication, coordination, and interaction with Mobile Clinic employees.

## **EXHIBIT B: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION**

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**Confidentiality of Patient Information and Records.** All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”); Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, whether or not a documentary record of such information exists.

**Ownership of Data.** All Patient Information created or received by the COUNTY in connection with the provision of health services under this Agreement shall be and remain the property of the COUNTY and the COUNTY shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

**Use and Disclosure of Information.** In relation to the Services being provided by the COUNTY pursuant to this Agreement, DISTRICT may require access to County Data regarding the progress of students receiving the Services. The COUNTY shall disclose County Data to DISTRICT solely as set forth below. The COUNTY may provide County Data to DISTRICT pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The COUNTY also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to DISTRICT as necessary in connection with its performance of Services under this Agreement.

DISTRICT shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. In addition, DISTRICT shall obtain the COUNTY’s prior written consent to any disclosure of County Data, except as required by law. The COUNTY, through the Director of Health Services, shall have access to any Patient Information obtained by DISTRICT in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

The COUNTY will provide access to District Data to its employees, subcontractors and third-party contractors who need to access the data to fulfill the COUNTY obligations under this Agreement. The COUNTY will ensure that employees and subcontractors who perform work under this Agreement are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the COUNTY will have access to “education records” for the DISTRICT’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the COUNTY acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the DISTRICT education records, as those terms have been defined under FERPA and its implementing regulations, and the COUNTY agrees to abide by the FERPA limitations and requirements imposed on school officials. The COUNTY shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this Agreement, which are applicable to the COUNTY and COUNTY’s employees. The COUNTY will use the education records only for the purpose of fulfilling its duties under this Agreement for DISTRICT’s and the students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the DISTRICT.

If the DISTRICT receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) (“requests”) or requests seeking County Data, the DISTRICT may advise the requesting party that the documents are not in the DISTRICT’s possession and that all requests should be directed to the COUNTY. The DISTRICT shall respond to any such requests seeking District Data.

## EXHIBIT C: COUNTY INSURANCE

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The COUNTY certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the COUNTY shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The COUNTY shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the COUNTY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the [SCHOOL DISTRICT] (DISTRICT) as a Supplemental Member with respect to Services provided under this Agreement. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the COUNTY, its officers, directors, agents, and/or employees. The COUNTY, upon execution of this Agreement, shall furnish DISTRICT with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to DISTRICT of any modification, change or cancellation of any of the above insurance coverages.

## **EXHIBIT D: DISTRICT INSURANCE**

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DISTRICT certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then DISTRICT shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. DISTRICT shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the COUNTY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 2 above including sexual misconduct shall be endorsed to include the County of Monterey (COUNTY) as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, directors, agents, and/or employees. DISTRICT, upon execution of this Agreement, shall furnish the COUNTY with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the COUNTY of any modification, change or cancellation of any of the above insurance coverages.