COUNTY OF SAN MATEO Departmental Correspondence

Date: January 14, 2002

Hearing Date: January 29, 2002

TO:

Honorable Board of Supervisors

FROM:

Brian Zamora, Director, Public Health and Environmental Protection

SUBJECT: Agreement with South Coast Collaborative

RECOMMENDATION

1. Adopt a resolution authorizing the President of the Board to execute an agreement with South Coast Collaborative under fiscal sponsorship of La Honda/Pescadero Unified School District.

- 2. Adopt an Ordinance amending the Salary Ordinance adding one part-time unclassified Nurse Practitioner position.
- 3. Approve an Appropriation Transfer Request (ATR) in the amount of \$60,000.
- 4. Authorize the Director of Health Services to accept \$20,000 in grant funding for FY 2002-03.

Background

The South Coast Collaborative was formed by a variety of agencies that provide services to South Coast residents and by members of the La Honda/Pescadero communities. The Collaborative sponsored a community-wide needs assessment in 1999 and has since been working to respond to a variety of needs in the area. One need revealed through the assessment is the need for additional health services in the area. Currently, the Mobile Clinic serves residents of Pescadero and La Honda on the 1st and 3rd Tuesdays and 1st and 3rd Fridays of every month. There are no other services located in the area. Although other Public Health programs have staff that travel into the area to serve specific clients of their programs, there are no other services readily accessible in Pescadero and La Honda.

Honorable Board of Supervisors Amendment to the Salary Ordinance Adding One Part-Time Unclassified Public Health Nurse to the Mobile Clinic Page 2

Discussion

In response to this need, the Collaborative has awarded the Mobile Clinic \$80,000 to provide 20 hours per week of Nurse Practitioner services and an additional 20 hours per week of Community Worker services for clinic support and outreach services. The division of Public Health does not have a vacant General Fund Nurse Practitioner position to move to the Mobile Clinic. The Mobile Clinic currently has one .5 FTE unclassified Community Worker position that is categorically funded though the Health Care for the Homeless grant. This position will be increased to full-time in order to cover the additional 20 hours per week.

The attached ATR in the amount of \$60,000 reflects the allocation of funding for FY 2001-02. We are requesting that the Board of Supervisors authorize the Director of Health Services to accept the additional \$20,000 in FY 2002-03.

Performance Measures	FY 2000-01 Actual	FY 2001-02 Projected
Total number of visits to La Honda/Pescadero communities	480	680
Number of case managed clients in La Honda/Pescadero communities	N/A	30
Number receiving community health education services	N/A	150

Term and Fiscal Impact

:2

The total amount of the grant award is \$80,000. The allocated amount for FY 2001-02, \$60,000, will pay for the Nurse Practitioner and Community Worker services for the term October 1, 2001 through June 30, 2002. The remaining \$20,000 will be rolled over to FY 2002-03 to pay for the Nurse Practitioner and Community Worker services for the term July 1, 2002 through September 30, 2002.

It will be the responsibility of the Collaborative to secure ongoing funding for this project. If these funds are not secured and/or the grant is not renewed, the part-time, unclassified Nurse Practitioner position will be eliminated and the Community Worker position will return to a .5 FTE.

RECOMMENDED

HEALTH SERVICES DEPARTMENT

REQUEST NO.

COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST

			APPROPRIATION	INANGEN	NEGOES I		
DEPARTM	Public	Health				DATE	
1. REC	QUEST TRANS	FER OF APPR	OPRIATIONS AS LIS	TED BELOW:			
	001	DES					
	FUND OR ORG.	ACCOUNT	AMOUNT		DESCRIPTION		
	62230	2658	60,000 00	Revenue			
From							
	62230	4111	43,985 00	Salaries		·	
То	62230	4311	14,515 00	Benefits			
	62230	5199	1,500 00	Other exp	enses		
Justifi	cation. (Attach Me	mo if Necessary)					
	and Benefit	s represent		two unclassif	Te contract for FY 20 Fied part-time position DEPARTMENT HEAD CF / BY:	ons: one	
2. 🗆	Board Action Requ	uired	☐ Four-Fifths	Vote Required	□ Box	ard Action Not	Required
Re	marks:						`.`.`.`.`,. `.
					BY:		DATE
_	Approve as Reque marks:	sted	☐ Approve as	s Revised	☐ Disapp	rove	
					COUNTY MANAGER		,
					BY:		DATE
	De	O NOT WRITE	BELOW THIS LINE -	— FOR BOARD	OF SUPERVISORS' USE	ONLY	
	В	OARD OF SUP	PERVISORS, COUNTY	OF SAN MATE	EO, STATE OF CALIFORN	NIA	
			RESOLUTION T	RANSFERRING	FUNDS		
			RESOLUTION N	١٥	_ 		
	RESOLVED,	by the Board o	of Supervisors of the C	ounty of San Ma	teo, that		
h			hereinabove named in rtain funds as describe		Appropriation, Allotment of strains and	or Transfer o	of Funds
C	WHEREAS,	the County Con	troller has approved sided the transfer of full	said Request as t	to accounting and availabl hereinabove:	le balances,	and the
	NOW, THER	EFORE, IT IS H	IEREBY ORDERED AN	D DETERMINED	that the recommendations	s of the Cour	nty Man-
a	=		ransfer of funds as se			 -	
					and against said resolution		
Ayes and in favor of said resolution: Noes and against said resolution: Supervisors: Supervisors:							
				•			

Absent

RESOLUTION NO.	
----------------	--

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * * * * *

RESOLUTION EXECUTING AN AGREEMENT WITH THE SOUTH COAST COLLABORATIVE AND ADOPTING AN ORDINANCE AMENDING THE SALARY ORDINANCE BY ADDING ONE PART-TIME UNCLASSIFIED NURSE PRACTITIONER POSTION TO THE MOBILE CLINIC

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, Health Services will increase services provided by the mobile van in Pescadero and La Honda through a reverse agreement with the South Coast Collaborative under the sponsorship of La Honda/Pescadero Unified School District; and

WHEREAS, the Board has been presented by an Ordinance amending the Salary Ordinance by adding one part-time unclassified Nurse Practitioner position to the Mobile Clinic:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board is hereby authorized to execute said agreement with the South Coast Collaborative and adopt said Ordinance amending the Salary Ordinance and the Clerk of this Board shall attest his signature thereto.

BE IT FURTHER RESOLVED, that the Director of Health Services is hereby authorized to accept the \$20,000 in grant funding for FY 2002-03.

AGREEMENT WITH THE SOUTH COAST COLLABORATIVE UNDER FISCAL SPONSORSHIP OF LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT FOR PROFESSIONAL SERVICES

WHEREAS, it is necessary and desirable that County perform the professional services hereinafter described for South Coast:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by County

In consideration of the payments hereinafter set forth, County shall provide services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of County's performance of the services described in Schedule A, the amount that South Coast shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHTY THOUSAND DOLLARS (\$80,000) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the mutual approval of the parties, and shall not be binding on South Coast unless so approved in writing. Each payment shall be conditioned on the performance of the services described in Schedule A.

1

C. <u>Time Limit for Submitting Invoices</u>. County shall submit an invoice for services to South Coast for payment in accordance with the provisions of Schedule B.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and South Coast is to create an independent contractor relationship.

4. Hold Harmless

It is agreed that South Coast shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result 'from the negligent acts or omissions of South Coast, its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify South Coast, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of South Coast, its officers and/or employees, and County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

5. Insurance

A. <u>Workers' Compensation and Employer Liability Insurance</u>. County shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

2

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. County shall be self-insured during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Such insurance shall be combined single limit bodily injury.

6. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

7. Records

- A. County agrees to provide to South Coast, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

. 3

8. Compliance with Applicable Laws

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including. but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

9. Interpretation and Enforcement

Any notice, request, demand, or other communication required or Α. permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal. charges prepaid, addressed:

> 1) In the case of County, to:

> > San Mateo County Health Services Agency Public Health Division 225 37th Avenue San Mateo, CA 94403

Attention: Ellen Sweetin

or to such person or address as County may, from time to time furnish to

South Coast.

2) In the case of South Coast, to:

> South Coast Collaborative PO Box 189 620 North Street Pescadero, CA 94060

Attention: Bonnie McClung

4

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

10. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from October 1, 2001 through September 30, 2002. This Agreement may be terminated by South Coast or County at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

SOUTH COAST COLLABORATIVE

COUNTY OF SAN MATEO	SOUTH COAST COLLABORATIVE UNDER FISCAL SPONSORSHIP OF LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT
By:	By DAN Coung
Michael D. Nevin, President Board of Supervisors, County of San Mateo	Bonnie McClung Superintendent
Date	Date:11-28-01
ATTEST:	
By:Clerk of Said Board	

SCHEDULE A

SOUTH COAST COLLABORATIVE UNDER FISCAL SPONSORSHIP OF LA HONDA/PESCADERO UNIFIED SCHOOL DISTRICT

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002

SERVICES

A. Coordination of Regional Public Health Services

A Nurse Practitioner (NP) and a Community Worker (CW) will be assigned to the south coast region of San Mateo County twenty (20) hours per week to coordinate and provide medically appropriate public health clinical education services to residents of the South Coast.

B. Clinical Services

The NP based in Pescadero will work twenty (20) hours per week. Part of this time, approximately sixty percent (60%), will be spent providing clinical services to local residents, with an emphasis on child and family health and on single adults and seniors living in isolation.

C. Community Health Education and Outreach Services

The NP will spend the rest of the time, approximately forty percent (40%), providing specific prevention and education services for children, families, farm workers, and seniors. Working in coordination with the NP, the CW will provide community-wide liaison activities and act as the school contact to the La Honda-Pescadero Unified School District. In collaboration with the local Healthy Start Program, the CW will serve as the "point person" for health-related referrals and community health education. Additionally, outreach will be provided to isolated residents living on the south coast, i.e., seniors, single men, geographically isolated individuals, etc. This outreach work will be done in coordination with and linked with other San Mateo County Public Health outreach services of the Mobile Health Clinic Field Nursing, and the Pre-to-Three Initiative Program as well as with the San Mateo County Health Center, Primary Care Clinic Services, and private health care providers.

D. Case Management Services

٠,٠

The NP and CW will provide case management services for a total of twenty-four (24) to thirty (30) clients, with the NP providing case management for approximately twelve (12) to fifteen (15) clients. The CW will provide follow-up support for the case managed clients of the NP. The CW will also provide health education, referral, and other support services for an additional caseload of twelve (12) to fifteen (15) clients.

E. Database for Client Needs and Services

The NP and CW and County will establish and maintain a database system to record client information to document their needs and the services provided by the community health team (NP and CW) based in Pescadero.

F. Reporting Requirements

Monthly utilization reports from County will be made in writing. A utilization and service report will be made at the monthly South Coast Collaborative Health and Well Being Action Team meetings. County will also prepare a written six (6) month, mid-year and final report (one (1) month following the close of the twelfth (12th) month), which includes an interim and final expense report to South Coast. In-person conferences with South Coast's Coordinator and County will be required at least quarterly or more often by mutual agreement.

SCHEDULE B

SOUTH COAST COLLABORATIVE UNDER FISCAL SPONSORSHIP OF LA HONDA/PESCADERO UNIFIED SCHOOL DISTRICT

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002

PAYMENT

The EIGHTY THOUSAND DOLLARS (\$80,000)/year contract budget from South Coast to County is dedicated to the cost of:

- A. twenty (20) hours per week of one (1) Nurse Practitioner's time at FIFTY-TWO DOLLARS (\$52) per hour:
- B. twenty (20) hours per week of one (1) Community Worker's time at TWENTY-THREE DOLLARS (\$23) per hour; and
- C. TWO THOUSAND DOLLARS (\$2,000) for equipment and supplies.

South Coast shall compensate County for the services stated in Schedule A. County shall submit invoices quarterly to South Coast and payments shall be paid upon receipt of invoice.

ORDINANCE NO.

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING SALARY ORDINANCE 04060

The Board of Supervisors of the County of San Mateo, State of California, ordains as follows:

SECTION 1. Part 12 of the Ordinance is amended as indicated:

ORGANIZATION 62000 PUBLIC HEALTH SERVICES

- 1. Item F009S, Patient Care series, is increased by 1 position for a new total of 4 positions.
- **SECTION 2.** This action is effective at the start of the first pay period beginning thirty days following adoption.