

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

THIS AGREEMENT, entered into this 11<sup>th</sup> day of May,  
20 07, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
SOUTH COAST COLLABORATIVE UNDER FISCAL SPONSORSHIP OF LA  
HONDA/PESCADERO UNIFIED SCHOOL DISTRICT hereinafter called "South Coast";

W I T N E S S E T H:

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. Maximum Amount. 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 ONE HUNDRED FOURTEEN  
THOUSAND NINE HUNDRED TWENTY DOLLARS (\$114,920) 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.

C. Time Limit for Submitting Invoices. 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. Workers' Compensation and Employer Liability Insurance. 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:

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. Liability Insurance. 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.

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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

A. Any notice, request, demand, or other communication required or 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 815  
620 North Street  
Pescadero, CA 94060  
Attention: Karen Berke

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 July 1, 2003 through June 30, 2004. 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.

COUNTY OF SAN MATEO

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

By: \_\_\_\_\_  
Mark Church, President  
San Mateo County Board of Supervisors

By: John A. Wells

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

Date: May 11, 2004

Attest: \_\_\_\_\_  
Clerk of Said Board

## SCHEDULE A

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

#### I. 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 up to twenty (20) hours per week to coordinate and provide medically appropriate public health clinical education services to residents of the south coast. This agreement also provides for up to ten (10) hours per week of extra help Registered Nurse (RN) support.

##### B. Clinical Services

The NP based in Pescadero will work up to twenty (20) hours per week. A portion 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 senior living in isolation.

The extra help RN, also based in Pescadero, will work up to ten (10) hours per week. The RN will provide services in the clinic, help with administrative coordination of the clinic and serve as a liaison with the schools.

##### C. Community Health Education and Outreach Services

The NP will spend the remaining 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 Health 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 to, 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 Medical Center, Primary Care Clinic Services, and private health care providers.

##### D. Case Management Services

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 (12) clients.

E. Database for Client Needs and Services

The NP, 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-month, mid-year, and final report (one month after the close of the agreement term), 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

#### I. PAYMENT

South Coast shall compensate County for the services stated in Schedule A. County shall submit invoices quarterly to South Coast and payments are due within thirty (30) days of receipt of invoice.

The budget of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$114,920) is dedicated to the following costs over the contract term:

- A. Up to twenty (20) hours per week of one (1) Nurse Practitioner's time at SIXTY-THREE DOLLARS (\$63) per hour.
- B. Up to twenty (20) hours per week of one (1) Community Worker's time at THIRTY DOLLARS (\$30) per hour.
- C. Up to ten (10) hours per week of one (1) (Extra Help) Registered Nurse's time at THIRTY-FIVEDOLLARS (\$35) per hour.