

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
RAVENSWOOD FAMILY HEALTH CENTER**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ravenswood Family Health Center, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of community-based outreach, enrollment, retention and utilization services for the children and adult health coverage programs.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS, (\$248,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2011 through December 31, 2012.

This Agreement may be terminated by Contractor, the Chief of the San Mateo County Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:
Srija Srinivasan, Director of Strategic Operations
San Mateo County Health System
225 37th Avenue, Room 178
San Mateo, CA 94403

In the case of Contractor, to:
Luisa Buada, Executive Director
Ravenswood Family Health Center
1798 Bay Road, Suite A
East Palo Alto, CA 94303

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Ravenswood Family Health Center

Contractor's Signature

Date: _____

Exhibit “A”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

- a. As part of the Health System Redesign Initiative main objectives, the Contractor shall focus its efforts on Medi-Cal (MC) enrollment and MC outreach for its targeted population.
- b. Ensure all of front line staff members and/or volunteers are Certified Application Assistants (CAAs).
- c. Increase the awareness, understanding, and perception of MC, Healthy Families (HF), Healthy Kids (HK), and the Access and Care for Everyone (ACE) programs of 100 families per month through activities, such as information dissemination and presentations. These activities, as well as a list of the outreach sites used and the number of families reached, will be documented on the monthly report form which shall be submitted to the Health Coverage Unit (HCU) Supervisor on the 7th day of the following month.
- d. Coordinate and implement at least two (2) outreach activities per month, either via presentations or informational tables, targeting residents in the southern region of San Mateo County. The Contractor will list the outreach sites used, provide the number of families reached, and submit the sign-in sheets from each presentation along with their monthly report form to the HCU Supervisor.
- e. Assist in enrolling at least 1,250 children into MC, HF, or HK and 250 adults into the ACE per contract year. The Contractor’s CAAs will conduct all application assistance via the One-e-App web-based application processing system. The Contractor will provide the enrollment numbers on their monthly report form.
- f. Assist in re-enrolling at least 400 children per contract year into MC, HF or HK, and 150 adults into ACE. Ensure all Ravenswood Family Health Center (RFHC) patients are contacted for assistance with their re-enrollment process. The Contractor will provide the number of clients assisted with the re-enrollment process on the monthly report form.
- g. Ensure that all children and adults that seek services at any RFHC site are asked about their insurance status, and uninsured clients are referred to staff CAAs. All RFHC front line staff, specifically the Resource and Referral line staff, will be trained on the health insurance screening process to ensure that all families are properly screened and referred. The Contractor will include health insurance screening questions on its client intake form and will submit the number of uninsured children and adults reached through this process on the monthly report form.
- h. Contact at least 100 households with an enrollee in MC, HF, HK, or ACE per month, via phone calls or in-person, to provide them with information on health navigation, utilization, and retention. The Contractor will provide the number of families reached on the monthly report form.
- i. Screen and, if applicable, enroll all uninsured children who accessed the Child Health Disability and Prevention (CHDP) program at RFHC into MC, HF, or HK.
- j. Contact all MC, HF, HK, and ACE enrollees who utilize RFHC to ensure they have received preventive care services.

- k. Inform families about MC, HF, HK, and ACE by distributing and presenting culture-specific health education and coverage materials through existing community networks that target residents of San Mateo County, such as schools and community-based organizations. Particular attention will be given to residents in the southern region of the County.
- l. Develop an updated outreach, enrollment, health navigation, and retention work plan by January 31, 2011.
- m. Provide a budget with detailed expenditures, of which 90% of the budget will be allocated to staff salaries and benefits by January 31, 2011.
- n. Conduct application assistance for MC, HF, HK, and ACE in the RFHC facilities using the One-e-App system. Contractor will ensure that all staff CAAs are trained on this application program. Application assistance will consist of determining potential eligibility for applicants, assisting them with the verification collection, and explaining the health coverage benefits.
- o. Conduct targeted outreach, enrollment, retention, and utilization activities to African-American and Pacific Islander populations living in the southern region of San Mateo County.
- p. Distribute the New Member Packet, provided by HCU, to all new applicants.
- q. Distribute Request for Information (RFI) flyers or health insurance surveys to all schools in the Ravenswood Unified School District, and follow-up on all returned surveys via phone calls.
- r. When key staff is not available for enrollment assistance, Contractor will refer eligible individuals to the HCU Community Health Advocates, ensuring that the clients receive application assistance.
- s. Assist families referred by HCU Community Health Advocates.
- t. Provide staff CAAs, as requested by HCU, to participate in county-wide health insurance enrollment events.
- u. Participate in the Medi-Cal Administrative Activities (MAA) program and comply with all program requirements, including training and time survey studies.
- v. Meet with HCU Supervisor on a quarterly basis for on-going training on outreach, enrollment, re-enrollment, and health navigation activities for MC, HF, HK, and ACE enrollees.
- w. Participate in county-wide workgroups including the CAA Community-Based Coalition and the ACE and Healthy Kids Policies and Operations Workgroup.
- x. Participate in health coverage systems improvements projects, as directed by the HCU Program Manager.
- y. Contractor shall include the number of children and adults that have been reached through dissemination of outreach materials, screened for eligibility, assisted with MC, HF, HK, and ACE enrollment and re-enrollment, referred to Community Health Advocates, and other data as needed in the monthly report form. The monthly report form shall be submitted to the HCU Supervisor on the 7th day of the following month.
- z. Participate in program evaluations of the Health System by providing information to evaluators about work associated with this project and by assisting with the recruitment of families for focus groups.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

- A. The Contractor shall be paid a total of TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$248, 000) for the term of the agreement. Funding to the Contractor will be contingent upon availability of public and private funds received by the Children's Health Initiative.
- B. The Contractor shall invoice the County for \$62,000 prior the first monthly report. The Contractor may then invoice for the amount of \$62,000 upon approval of the Contractor's sixth monthly report, \$62,000 upon approval of twelfth monthly report and the final \$62,000 upon approval of the eighteenth monthly report verifying that requested services are being completed according to the quality and quantity agreed upon by both parties.
- C. Payments received are to cover all costs of the Contractor, including but not limited to, telephone expenses, completion of all trainings, completion of all paperwork, and travel.