

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SAN MATEO AND
PUENTE DE LA COSTA SUR REGARDING
OUTREACH TO LOW INCOME, HARD-TO-REACH RESIDENTS OF THE
SOUTH COAST COMMUNITIES**

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into by and between the County of San Mateo, a political subdivision of the State of California (the "County"), and Puente de la Costa Sur, a non-profit community resource center located in Pescadero, California ("Puente").

WHEREAS, the County operates health care facilities collectively known as the San Mateo Medical Center ("SMMC") which provide care to, among others, those residents of San Mateo County who have little or no access to other sources of medical care and which serve as the public system hub of the health care safety net; and

WHEREAS, Puente serves as the only Community Resource Center for the San Mateo County South Coast communities of Pescadero, La Honda, Loma Mar, and San Gregorio, advocates for the communities it serves, leverages resources that foster economic prosperity and security and that promote individual and community health and wellness, supports local leaders, and works together with its neighbors creating solutions for the diverse communities it serves; and

WHEREAS, Puente and the San Mateo County Health System (the "Health System") submitted a request for funding to the County of San Mateo Board of Supervisors in 2013 for funds under Measure A to support expanded medical services to the South Coast communities of Pescadero, La Honda, Loma Mar, and San Gregorio, and the Board of Supervisors approved the request for funding in May 2013; and

WHEREAS, Puente and the Health System subsequently decided to shift the focus of the project approved to receive Measure A funding in 2013, and on April 28, 2015, the Board of Supervisors agreed to continue Measure A funding for the revised project through the end of FY 2016-17; and

WHEREAS, Puente wishes to use some of the approved Measure A funds to provide outreach to low income, hard-to-reach residents of the South Coast communities, including in relation to health care and other services provided by Puente and other entities such as SMMC and the County; and

WHEREAS, the County and Puente desire to have Puente provide the services outlined by this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, the parties agree as follows:

Section 1. Promoter/Promotora Services to be Provided by Puente

Pursuant to this Agreement, Puente shall:

- (a) Provide culturally-competent outreach to low income, hard-to-reach residents of the South Coast communities to increase their connection to a medical home. The specific target population consists of South Coast adult or child residents eligible for or enrolled in Medi-Cal, Medicare, Healthy Kids, or ACE who could benefit from closer connection to a primary care medical home.
- (b) Provide excellent and welcoming customer service to South Coast residents in need of healthcare to enable them to receive the right care at the right time in the right setting.
- (c) Provide information and education to targeted residents that will reduce perceived barriers that inhibit them from accessing health care such as cultural norms, fear, lack of knowledge, and language barriers while teaching new habits and lifestyle changes that can lead to a healthier community.
- (d) Conduct health education in small group settings at geographically accessible locations such as ranches, farms, or community locations and covering topics such as: South Coast Clinic appointment promotion, prenatal care, nutrition, healthy exercise, chronic disease prevention and management, workplace safety, oral health, and accessing behavioral health services.
- (e) Assist in promoting preventive health campaigns in partnership with the SMMC South Coast Clinic to encourage healthy actions such as obtaining recommended well care, immunizations, and screenings.
- (f) Provide at least 1.5 Full Time Equivalent (FTE) Community Health Worker/Promotora and 1 FTE Community Clinic Coordinator presence in working with the South Coast Clinic team to perform outreach, navigation assistance, and health education.

1. The Community Clinic Coordinator will:

- i. Recruit, train and supervise community health workers.
- ii. Assure quality control for Encounter Records, quick group session forms, health class attendance, objective tracking records, evaluation questionnaires, and other data collection.

- iii. Introduce the South Coast CHW Program to local health providers, farms, ranches, nurseries, and community agencies and maintain cooperative working relationships with them.
- iv. Work with the Coastside Clinic staff to ensure integration between the South Coast CHW Program and the Puente de la Costa Sur/Coastside clinical services.
- v. Assist CHWs in understanding the different local services and resources available to the community such as Puente's safety net and mental health services as well as other local health and social service providers to help meet the health needs of residents.
- vi. Meet with Coastside Clinic Staff weekly (during pilot period) and bi-weekly thereafter.
- vii. Work with SMCC Coastside Clinic and SMMC's Pescadero outreach staff to schedule appointments and do patient follow-up, as needed.
- viii. Collaborate with SMMC Coastside Clinic and SMMC's Pescadero outreach staff to create health campaigns that align with national and local health initiatives.
- ix. Assist in the collection, creation, and implementation of program curriculum used by CHWs.
- x. Ensure the proper collection and entry of data produced by the CHW program.
- xi. Plan data collection, analysis, and progress reports on a quarterly basis.
- xii. Meet regularly with the Puente Program Director to problem solve, report on progress, etc.
- xiii. Assist CHWs in handling the more complicated case management such as health insurance enrollments, securing appointments and others.

2. Community Health Workers/Promotora will:

- i. Give group and individual health education, teach ongoing health education classes, and participate in events and health campaigns.

- ii. Make referrals/appointments to the public health nurse, SMMC's Pescadero outreach location, other SMMC/County services and clinics, and other Puente services.
 - iii. Follow up with people who have appointments for the SMMC Coastside Clinic, SMMC's Pescadero outreach location, and/or other services.
 - iv. Assist with overall client case management, including assisting with issues of health insurance and transportation.
 - v. Complete baseline participant assessments.
 - vi. Assist with program promotion and outreach.
 - vii. Provide quick group health education.
 - viii. Offer ongoing weekly health education classes.
 - ix. Assist with other health program events and campaigns.
- (g) Reach an average of 750 clients per month (equating to at least 9,000 resident outreach touches per year). This should constitute working with an average of 100 unique individuals per month in year one (or 1,200 unique individuals per year in year one, with most such individuals being in the specific target population described above in subsection (a)). In year two, the number of total client touches will remain at 750 per month and 9,000 per year, but the number of unique touches will decrease to 39 unique touches a month and 468 touches a year.
- (h) Coordinate with SMMC Coastside Clinic and SMMC's Pescadero outreach staff to promote the availability of clinic services to the South Coast community and to maximize the success of preventive health campaigns.
- (i) Provide assistance to the SMMC Coastside Clinic and SMMC Pescadero outreach staff with making appointments and coordinating ongoing services for patients as outlined above.
- (j) Provide a physical location for the SMMC Pescadero outreach to include coordination of information technology services and physical plant related issues.
- (k) Provide assistance to the SMMC Pescadero outreach in obtaining necessary demographic information from residents to assure appropriate clinic follow-up for medical care.
- (l) Participate in SMMC Coastside Clinic and SMMC Pescadero outreach location improvement efforts as well as South Coast Health meetings, as

directed by the SMMC Clinic Manager, Medical Director, or Director of Ambulatory Services.

- (m) Submit a monthly report form that includes the number of adults reached, number of unduplicated adults reached, and other statistics needed to satisfy County Measure A reporting requirements. The monthly report form shall be submitted to the SMMC Director of Ambulatory Services on the 10th day of each month.
- (n) Participate in program evaluations conducted by the SMMC Coastside Clinic, SMMC Pescadero outreach staff, or other Health System quality improvement efforts as well as any Measure A evaluation requirements.

Section 2. Payment of Measure A Funds

In consideration of the services provided by Puente as listed in Section 1 and subject to the terms of the Agreement, County shall pay Puente Measure A funds based on the following fee schedule and terms:

- (a) Puente shall be paid a total not to exceed three-hundred fifty-one thousand two-hundred thirty-five dollars and sixty-eight cents (\$351,235.68) for the term of the 2-year agreement. Puente shall be paid on a monthly basis without the need to submit invoices to the County.
- (b) For the term July 1, 2015, through June 30, 2016, Puente will be paid one-twelfth (1/12th) of the total annual obligation per month in the amount of fourteen-thousand three-hundred ninety dollars and four cents (\$14,390.04), not to exceed an annual total of \$172,680.48.
- (c) For the term July 1, 2016, through June 30, 2017, Puente will be paid one-twelfth (1/12th) of the total annual obligation per month in the amount of fourteen-thousand eight-hundred seventy-nine dollars and sixty cents (\$14,879.60), not to exceed an annual total of \$178,555.20.

Payment is contingent on Contractor performing required duties as described in Section 1 of this Agreement.

Payments received by Puente are to cover all costs in incurs in providing the listed services, including but not limited to staff salary and benefits, telephone expenses, completion of all trainings, completion of all paperwork, and travel.

Section 3. Term and Termination

This Agreement shall commence on July 1, 2015, and, unless terminated sooner, shall continue until June 30, 2017, after which it shall be of no further

force and effect. The term of the Agreement may be extended by mutual written, signed agreement of the parties.

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand. If Puente is the breaching party and the Agreement terminates pursuant to this Section 3, Puente shall refund to the County a *pro rata* portion of the monthly payment made by the County for the period after the termination date through the end of the month covered by the monthly payment.

Notwithstanding anything else in this Agreement, the County may terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Puente as soon as is reasonably possible after County learns of said unavailability of outside funding. Such termination shall become effective immediately.

Section 4. No Power to Contract in the Name of the Other Party

Neither Puente nor anyone acting on its behalf shall have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. Likewise, neither the County nor anyone acting on behalf of the County under this Agreement shall have the right or authority to enter into any contract in the name of Puente or to otherwise bind Puente in any way without the express written consent of Puente.

Section 5. Retention of Records, Right to Monitor and Audit

(a) Puente shall maintain all records of services provided pursuant to this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Puente shall be subject to the examination and/or audit by the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Puente 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) Puente agrees upon reasonable notice to provide to the County, to any Federal or State department having monitoring or review authority, to County's

authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

Section 6. Insurance and Indemnification

During the term of this Agreement, each party shall take out and maintain such bodily injury liability, motor vehicle liability, and property damage liability insurance as shall protect it, in its sole judgment, while performing such work covered by this Agreement, from any and all claims for property damage or personal injury which may arise from operations or actions under this Agreement, whether such operations/ actions are done by it, by any subcontractor, by anyone directly or indirectly employed by them, or by any of its agents.

All parties shall also have in effect during the entire life of this Agreement, workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, each party makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provision of Section 3700 of the California Labor Code which requires 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.

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, and agents from any claim, liability, or loss (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party or any of its employees or agents in connection with this Agreement. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records, or communications that are protected under the peer review privilege, the attorney-client privilege, or the attorney work-product privilege. The provisions of this Section 6 shall survive the termination of this Agreement.

Section 7. Notice Provisions

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both:

(1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Chief Executive Officer
San Mateo Medical Center
222 W. 39th Avenue
San Mateo, CA 94403
sehrlich@smcgov.org

In the case of Contractor, to:

Executive Director
Puente de la Costa Sur
PO Box 554
Pescadero, CA 94060
KLobel@mypuente.org

Section 8. Entire Agreement

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understanding, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9. Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

Section 10. Assignment

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the

benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 11. Separate Parties

The parties acknowledge and agree that each party and its respective representatives are performing services and providing resources under this Agreement as a separate party and not as employees, agents, partners of, or joint ventures with any other party.

Section 12. Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require any party or a party's representative to refer or admit any patients to, or order any goods or services from, another party. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

Section 13. Dispute Resolution

In the event that any dispute arises between the parties arising out of or related to the validity, interpretation, enforcement, or performance of this Agreement, or otherwise arising out of the relationship between the parties or the termination of that relationship, either party may by written notice call a meeting regarding such dispute to be attended by an executive officer of each party who has the authority to negotiate and bind that party to a resolution. At the meeting, the parties will attempt in good faith to resolve the dispute. No party will proceed to seek judicial relief with respect to any dispute prior to the resolution session described in this Section 13.

Section 14. No Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County and Puente. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.

Section 15. Governing Law

This Agreement shall be governed by the laws of the State of California.

Section 16. Amendments

All amendments must be in writing and shall be approved by an authorized representative of each party.

Section 17. Use of Names, Logos, Corporate Identity

No party may use the name, logo, or corporate identity of the other party for any purpose without the prior written consent of the other party whose name, logo, or corporate identity is proposed to used (the "granting party").

* * *

IN WITNESS, the duly authorized representatives of the parties have executed this Agreement in duplicate as of the date last signed below.

PUENTE DE LA COSTA SUR

By: Kerry Lobel
Kerry Lobel
Executive Director

Date: July 2, 2015

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

**TO REPORT VIOLATIONS, CALL THE
COMPLIANCE HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

Puerto de la Costa Sur

Name of Person/Entity (the "Undersigned")

Kerry Lobel

Kerry Lobel

Signature and Printed Name

07/02/15

Date