

**CONTRACT BETWEEN COUNTY OF LAKE AND ADVENTIST HEALTH  
CLEAR LAKE FOR THE SERVICES OF COUNTY ELIGIBILITY  
WORKERS, V01**

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and Adventist Health Clear Lake, hereinafter referred to as "Adventist Health", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

**1. TERM**

This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2020, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

**2. DONATION**

In consideration of the services to be performed in accordance with Exhibit "A" (Scope of Services), attached hereto and incorporated herein, Adventist Health shall donate to LCDSS the amount of seventy thousand two hundred seventy-six dollars and eighty cents (\$70,276.80) per fiscal year.

Adventist Health shall make donations to LCDSS in the amount of five thousand eight hundred fifty-six dollars and forty cents (\$5,856.40) per month, no later than the 15<sup>th</sup> of the month following the month in which services were provided.

**3. TERMINATION**

This Contract may be terminated by mutual consent of the parties or by the LCDSS Director upon thirty (30) days written notice to Adventist Health or by the Adventist Health Administrator upon thirty (30) days written notice to LCDSS.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director will terminate this Contract, without termination charge or other liability.

Upon termination, Adventist Health shall donate to LCDSS a prorated amount for the services provided up to the date of termination.

**4. MODIFICATION**

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Adventist Health and LCDSS Director.

**5. NOTICES**

All notices between the parties shall be in writing addressed as follows:

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LCDSS  
P O Box 9000  
Lower Lake, CA 95457

Adventist Health Clear Lake  
P O Box 6710  
Clearlake, CA 95422

**6. EXHIBITS**

The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services  
Exhibit B – Compliance Provisions

**7. TERMS AND CONDITIONS**

Adventist Health warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.

COUNTY OF LAKE

ADVENTIST HEALTH

\_\_\_\_\_  
CHAIR, Board of Supervisors

\_\_\_\_\_  
ADMINISTRATOR, Adventist Health  
Clear Lake *Carlton Jacobson C.F.O.*

ATTEST: CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT

By: \_\_\_\_\_

County Counsel

By: \_\_\_\_\_



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**EXHIBIT "A" – SCOPE OF SERVICES**

**1. DESCRIPTION OF SERVICES**

LCDSS shall:

- A. Allow the on-site presence of two Eligibility Workers (EWs) at Adventist Health's facilities, for no more than forty (40) hours per work week. No authorization for overtime by the EWs is contemplated or countenanced in this Contract.
- B. Observe and comply with all applicable federal, state and local laws, ordinances and codes which related to the services to be provided pursuant to this Contract, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and shall make best efforts to preserve data integrity and the confidentiality of protected health information.
- C. Provide Adventist Health with the services of two full-time EWs, on all regular County workdays, except for days in which the EWs are approved for vacation, sick leave, and compensatory time off. In the event the EW stationed at the hospital is absent for more than two days, the EW from the clinic will fill-in for the absent EW at the hospital. The EWs' work hours shall include time to attend LCDSS approved trainings or meetings.
- D. Upon thirty (30) days notice by Adventist Health, assist hospital in coordinating any necessary change to the location of the EW workstation.
- E. Remain responsible for administration of the EWs' personnel benefits and records and for compensation of EWs.
- F. Communicate to Adventist Health upon notification by EWs of illness or emergency, which prevents the performance of duties for Adventist Health. LCDSS agrees to confer with Adventist Health prior to granting a vacation request of the EWs.
- G. Coordinate and maintain continued access to C-IV, CalHEERS and MEDS computer systems at Adventist Health's facilities for use by EWs.
- H. Provide Adventist Health with two weeks verbal notice, when possible, of any impending change in assigned EWs.
- I. Consult with Adventist Health in the selection of the EWs to be placed at Adventist Health's facilities.
- J. Make available to Adventist Health any applicable Medi-Cal/County Medical Services Program (CMSP)/Accordable Care Act (ACA) training opportunities which LCDSS determines to be of benefit to Adventist Health.

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K. Agree that the EWs selected to provide these services to Adventist Health shall be competent to perform the following:

1. Give applications related to medical emergencies, homelessness and transfers to another hospital the highest priority, including faxing transfers to receiving hospital to verify initiation of application process.
2. Follow up on application process for timely completion of paperwork, including ensuring patients with existing pending applications are transferred to the intake unit responsible for processing Adventist Health applications.
3. Obtain ID-number of Medi-Cal Beneficiary Identification Card (BIC) issued in emergency cases to verify coverage.
4. Identify prospective eligibility, based on information available, prior to application being processed so that Adventist Health can try to assure a receiving hospital of the probability of payment coverage.
5. Process Medi-Cal/CMSP/ACA Qualified Health Plan applications, for other agencies that provide services to patients and that interface with Adventist Health, at Adventist Health's discretion.
6. Ensure applications for subsidized and unsubsidized ACA Qualified Health Plans are processed through Plan Selection.
7. Counsel families and individuals as to eligibility processes to obtain Medi-Cal/CMSP/ACA Qualified Health Plan with or without subsidy.
8. Set appointments to meet with authorized client representatives to facilitate gaining information for determining eligibility.
9. Help initiate discussions with patient/family at bedside to verify potential coverage under Medi-Cal/CMSP/ACA Qualified Health Plan. If the patient is not already covered, discuss with the family the eligibility requirements. Upon request from Adventist Health staff, the EW will initiate an application at bedside when necessary, and request documents necessary to process the application. The EW will communicate with Adventist Health staff having proper consent on file the status of the application and requested documents within five (5) days of the application.
10. Stay informed of program regulations so as to utilize the quickest and most effective ways to obtain coverage.

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11. Establish and maintain communication to verify coverage and obtain ID-number if no Medi-Cal (BIC) card is available.
12. As requested, submit reports regarding specific clients to Adventist Health, subject to confidentiality requirements as set forth in Exhibit "B" (Compliance Provisions), attached hereto and incorporated herein.
13. Provide assurance of coordination and communication between LCDSS and Adventist Health.
14. Follow Adventist Health's policies on safety, infection precautions, blood borne pathogens, and dress code.

Adventist Health shall:

- A. Be responsible for any and all costs incurred in providing and maintaining C-IV, MEDS and other connectivity equipment necessary for the EWs to process applications for Medi-Cal/CMSP.
- B. Provide EWs with office space, desks, computer equipment and general office equipment for use at Adventist Health's facilities.
- C. Agree that the EW work scheduled shall not exceed forty (40) hours per work week.
- D. Refer prospective applicants to EWs.
- E. Observe and comply with all applicable federal, state and local laws, ordinances and codes which related to the services to be provided pursuant to this Contract, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and shall make best efforts to preserve data integrity and the confidentiality of protected health information.
- F. Warrant that all of Adventist Health's Lake County facilities will be adequately supervised; will be maintained in a safe and sanitary condition; will be available for monitoring by the County and/or state and federal monitors; are nonsectarian and apolitical; and will be within reasonable walking distance of public transit.
- G. Ensure Adventist Health's facilities will be open for services, at minimum, from 8:00 a.m. to 5:00 p.m. each LCDSS business day.
- H. Reimburse EWs for mileage when asked to drive to offsite Adventist Health facilities using the Adventist Health's mileage policy.

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**EXHIBIT “B” – COMPLIANCE PROVISIONS**

**1. INFORMATION INTEGRITY AND SECURITY**

A. Adventist Health ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Adventist Health shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Adventist Health’s work under this Contract.

**2. NON-DISCRIMINATION**

A. Adventist Health shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Adventist Health shall comply with and annually sign the LCDSS “Assurance of Compliance” form.

**3. ABUSE REPORTING REQUIREMENTS**

A. Adventist Health shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Adventist Health shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

**4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Adventist Health certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction;

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violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Adventist Health shall report immediately to Director, in writing, any incidents of alleged fraud and/or abuse by either Adventist Health or Adventist Health's subcontractors. Adventist Health shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by Director.

**5. CHILD SUPPORT**

Adventist Health shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

**6. PAYROLL TAXES AND DEDUCTIONS**

Adventist Health shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

**7. CONTRACTS IN EXCESS OF \$100,000**

Adventist Health shall comply with all applicable orders or requirements issued under the following laws:

- A. Clean Air Act, as amended (42 USC 1857).
- B. Clean Water Act, as amended (33 USC 1368).
- C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- E. Public Contract Code Section 10295.3.

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**8. INDEMNIFICATION AND HOLD HARMLESS**

Adventist Health shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Adventist Health's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

**9. STANDARD OF CARE**

Adventist Health represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Adventist Health or designated subcontractors, in a manner according to generally accepted practices.

**10. INTEREST OF ADVENTIST HEALTH**

Adventist Health assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

**11. INSURANCE**

A. Adventist Health shall procure and maintain Workers' Compensation Insurance for all of its employees.

B. Adventist Health shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Adventist Health shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Adventist Health's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

D. Adventist Health shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused

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by errors, omissions or other acts for which Adventist Health is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

E. Adventist Health shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Adventist Health agrees to provide to County, at least thirty (30) days prior to expiration date, a new certificate of insurance.

F. In case of any subcontract, Adventist Health shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Adventist Health shall not allow any subcontractor to commence work until the required insurances have been obtained.

G. For any claims related to the work performed under this Agreement, Adventist Health's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of Adventist Health's insurance and shall not contribute with it.

H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insured's and shall be added in the form of an endorsement to Adventist Health's insurance on Form CG 20 10 11 85. Adventist Health shall not commence work under this Agreement until Adventist Health has had delivered to County the Additional Insured Endorsements required herein. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

I. Insurance coverage required of Adventist Health under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Adventist Health for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provisions of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

J. Any failure of Adventist Health to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

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**12. ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**13. ASSIGNMENT**

Adventist Health shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of Director except that claims for money due or to become due Adventist Health from LCDSS under this Contract may be assigned by Adventist Health to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

**14. INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this Contract, Adventist Health is an independent contractor and is not an employee, agent or servant of County. Adventist Health is not entitled to any employee benefits. LCDSS agrees that Adventist Health shall have the right to control the manner and means of accomplishing the result contracted for herein.

Adventist Health is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Adventist Health and Adventist Health's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

**15. OWNERSHIP**

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Adventist Health hereunder are the property of LCDSS.

**16. ADHERENCE TO APPLICABLE DISABILITY LAW**

Adventist Health shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**17. HIPAA COMPLIANCE**



