

**CONTRACT BETWEEN THE COUNTY OF LAKE AND
HEALTHY START FOR FEDERAL FY 2018-2022**

This Contract is made and entered into this 13th day of May 2019, by and between the County of Lake, hereinafter referred to as "COUNTY", and Healthy Start, hereinafter referred to as "CONTRACTOR".

RECITALS

WITNESSETH

WHEREAS, the California Department of Public Health hereinafter referred to as CDPH, has awarded COUNTY an allocation of \$116,950.00 from the 2017/22 CDPH Oral Health Program for the purposes of implementing evidence-based programs to achieve California Oral Health Plan Objectives for the grant period of May 2019 through June 30, 2022;

Year 1: FY 18/19 \$20,000

Year 2: FY 19/20 \$32,347.00

Year 3: FY 20/21 \$33,686.00

Year 4: FY 21/22 \$30,917.00 and

WHEREAS, the Lake County Health Services Department, hereinafter referred to as "LCHS" is the official contracting agent for Healthy Start; and

WHEREAS, County desires to utilize the services of Contractor, to deliver services, hereinafter referred to as the "PLAN"; and

WHEREAS, Contractor is willing and able to meet the terms and conditions of the PLAN and will comply with all applicable federal, State and local laws and regulations issued by CDPH regarding the provision of funds and services under the PLAN; and

WHEREAS, Carry over of any unused contracted amount from previous fiscal year is allowed for the term of the contract.

NOW, THEREFORE, COUNTY AND CONTRACTOR AGREE AS FOLLOWS:

CONTRACTOR'S RESPONSIBILITIES

- A. CONTRACTOR shall document that all services are provided to residents of Lake County only.
- B. CONTRACTOR shall conform to the Plan's Scope of Work, Exhibit A, incorporated by reference, as approved by CDPH. There can be no variance from said Scope of Work.
- C. CONTRACTOR shall direct all communication with CDPH through the LCHS.
- D. CONTRACTOR shall provide COUNTY with a comprehensive progress report and cost report two weeks prior to the submission due date of CDPH. Data shall not be sent to CDPH until approved by LCHS in accordance with the terms and conditions of the grant guidance document.
- E. CONTRACTOR shall provide and maintain internet access and Microsoft Internet Explorer 5.0 or higher.

- F. All fixed assets and/or inventory items purchased by CONTRACTOR with CDPH funds shall be COUNTY property that will be returned to COUNTY after contract termination. Items purchased must be tagged with a County ID Sticker. Contractor must maintain an inventory list.
- G. The following documentation shall be submitted to LCHS by CONTRACTOR by the fifth (5th) business day of each month for the prior month's activities:
- All documentation pertaining to this grant agreement as set forth in the budget Exhibit B in hard copy and an electronic version, including meetings, agendas, minutes, correspondence, project notes, and media releases, etc.
 - Original invoices will show actual expenses in each budget category, and shall be accompanied by supporting documentation including, receipts, paid invoices, mileage logs and time study logs. Activities & purchases must be listed in the budget Exhibit B and related to the Scope of Work Exhibit A.
- H. Contractor will retain originals of supporting and secondary documentation in accordance with the guidance of the grant which supports expenditures invoiced for a period of three years past the last payment received. Contractor will make available on request to LCHS said supporting documents.
- I. Contractor agrees to partner and collaborate with LCHS in accordance with the approved CDPH Scope of Work, attached as Exhibit A.
- J. Contractor agrees to notify LCHS in writing or via email at least 5 business days before any news releases or public conferences initiated by the Recipient or its contractors in regards to the project described in Exhibit A, Scope of Work and any project results.
- K. Contractor shall not use the County Logo or Name for advertisement or media releases without prior written approval from the Health Services Director.

COUNTY'S RESPONSIBILITIES

LCHS shall provide administrative oversight, program information and compensation for services provided.

- A. COUNTY shall pay CONTRACTOR in monthly payments based upon approved invoices that show actual expenses in each budget category, as set forth in Exhibit B, attached hereto and incorporated by reference.
- B. COUNTY shall pay not more than the maximum amount defined under this agreement, for the term of this contract not to exceed \$116,950.00 for the grant period.
- C. COUNTY through the CDPH will withhold 10% of the Annual Agreement Amount until receipt of the annual performance report.
- D. COUNTY will make available for loan various Oral Health specific training tools/equipment. Equipment, when checked out by CONTRACTOR, shall be inspected for working order, and then signed out by CONTRACTOR and COUNTY. Return date will be noted and written on approved sign-out log. It is the responsibility of CONTRACTOR to return equipment to COUNTY in the same condition as it was checked out, and on the agreed upon date.

- E. COUNTY shall, with CONTRACTOR support, jointly negotiate with CDPH the completed and approved "Scope of Work" and budget for the Federal 2017/2022 Fiscal Year.
- F. COUNTY shall monitor CONTRACTOR's progress under the Scope of Work" plan and shall meet quarterly to review progress.

TERM

This Contract shall commence on May 13, 2019 and shall terminate on June 30, 2022 unless earlier terminated as hereinafter provided.

TERMINATION

This Contract may be terminated as follows:

- (a) By mutual consent of the parties; or
- (b) By either party (or designee) upon 30 days written notice thereof.

Upon termination, County shall not be liable to pay Contractor the total compensation set forth in paragraph B of page two hereof, but Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract.

INSURANCE

Contractor shall not commence work under this Contract until he/she has obtained all the insurance required herein, certificates of insurance have been submitted to County and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

- (a) Compensation Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance.
- (b) Public Liability and Property Damage Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, 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 coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

Contractor shall not commence work under this Contract until he has had delivered to County an "Additional Insured Endorsement" naming County, its officers, employees and agents as additional insured under each of the aforesaid policies in this sub-paragraph.

- (c) Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than One million dollars (\$1,000,000) combined single limit coverage per occurrence.

Contractor shall not commence work under this contract, until he has had delivered to County an "Additional Insured Endorsement" naming County, its Officers, employees and agents as additional insured under each of the aforesaid policies in this sub-paragraph.

- (d) Professional Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than One million dollars (\$1,000,000).
- (e) Contractor shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum limits equal to one-half the amounts required by Contractor and containing the "Additional Insured Endorsement" as required by Contractor in sub-paragraphs (b) and (c) hereinabove.

STANDARD OF CARE

Contractor 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 Contractor or designated subcontractors, in a manner according to generally accepted practices.

ADHERENCE TO APPLICABLE LAW

Contractor will adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and will make his/her best efforts to preserve data integrity, and the confidentiality of protected health information.

INDEMNIFICATION-HOLD HARMLESS

Contractor shall indemnify and defend County 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, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor'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.

ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of County, except that claims for money due or to become due Contractor from County under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. 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.

INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State, County of Lake or LCHS.

MODIFICATION

This Contract may not be modified.

NON-DISCRIMINATION IN EMPLOYMENT

In the performance of the work authorized under this Contract, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

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.

OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder shall become the property of County.

INTEREST OF CONTRACTOR

Contractor hereby covenants that he/she has, at the time of the execution of this Contract, no interest, and that he/she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Contract. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Department of Health Services
Denise Pomeroy, Director
922 Bevins Court
Lakeport, California 95453

Healthy Start
Ana Santana Program Director
1155 S. Main Street
Lakeport, CA 95453

ADDITIONAL PROVISIONS

This Contract shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

CONTRACTOR


CHAIR, Board of Supervisors

Ana Santana, Healthy Start Program

ATTEST: Carol Huchingson
Clerk to the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By:  _____
Deputy