

CONTRACT BETWEEN COUNTY OF LAKE AND ADVENTIST HEALTH CLEAR LAKE FOR THE SERVICES OF COUNTY ELIGIBILITY SPECIALISTS

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, 2020, and shall terminate on June 30, 2023, 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 provided in accordance with Exhibit "A" (Scope of Services), attached hereto and incorporated herein by this reference, Adventist Health shall make a donation to LCDSS in 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 forty-six dollars and forty cents (\$5,846.40) per month, no later than the 15th 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 donation may be modified by mutual written consent of Adventist Health and LCDSS Director.

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5. NOTICES

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

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 Lakeport, California on _____.

COUNTY OF LAKE

ADVENTIST HEALTH

CHAIR, Board of Supervisors



ADMINISTRATOR, Adventist Health
Clear Lake

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

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

County Counsel

DocuSigned by:
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 Specialists (ESpecs) at Adventist Health's facilities, for no more than forty (40) hours per work week. No authorization for overtime by the ESpec is contemplated or countenanced in this Contract.
- B. Observe and comply with all applicable federal, state and local laws, ordinances and codes 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 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 ESpecs, on all regular County workdays, except for days in which the ESpecs are approved for vacation, sick leave, and compensatory time off. In the event the ESpec stationed at the hospital is absent for more than two days, the ESpec from the clinic will fill-in for the absent ESpec at the hospital. The ESpecs' 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 ESpec workstation.
- E. Remain responsible for administration of the ESpecs' personnel benefits and records and for compensation of ESpecs.
- F. Communicate to Adventist Health upon notification by ESpecs 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 ESpecs.
- G. Coordinate and maintain continued access to C-IV, CalHEERS and MEDS computer systems at Adventist Health's facilities for use by ESpecs.
- H. Provide Adventist Health with two weeks verbal notice, when possible, of any impending change in assigned ESpecs.
- I. Consult with Adventist Health in the selection of the ESpecs to be placed at Adventist Health's facilities.
- J. Make available to Adventist Health any applicable Medi-Cal/County Medical Services Program (CMSP)/Affordable Care Act (ACA) training opportunities which LCDSS determines to be of benefit to Adventist Health.

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K. Agree that the ESspecs 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 ESspec will initiate an application at bedside when necessary, and request documents necessary to process the application. The ESspec 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.**
- 11. Establish and maintain communication to verify coverage and obtain ID-number if no Medi-Cal (BIC) card is available.**

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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 ESspecs to process applications for Medi-Cal/CMSP.

B. Provide ESspecs with office space, desks, computer equipment and general office equipment for use at Adventist Health's facilities.

C. Agree that the ESspec work scheduled shall not exceed forty (40) hours per work week.

D. Refer prospective applicants to ESspecs.

E. Observe and comply with all applicable federal, state and local laws, ordinances and codes 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 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 ESspecs for mileage when asked to drive to offsite Adventist Health facilities using the Adventist Health 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; violation of federal or State antitrust statutes or commission of embezzlement, theft,

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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 LCDSS 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 LCDSS 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. 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.

8. 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.

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9. 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.

10. INSURANCE

Adventist Health shall not commence work under this Contract until obtaining all the insurance required herein, certificates of insurance have been submitted to County of Lake, "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 days (20) prior written notice has been given to County.

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

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 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 Adventist Health:

- (A) **Compensation Insurance:** Adventist Health shall procure and maintain, at Adventist Health's own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Adventist Health shall require subcontractor similarly to provide Employer's Liability and 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 Adventist Health's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence
- (B) **Commercial General Liability:** Adventist Health shall procure and maintain, at Adventist Health's own expense during the term hereof, upon himself and his employees at all times during the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 00 01), for bodily injury, personal 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: premises-operations, products and completed operations, property damage, bodily injury and personal & advertising injury blanket contractual, and independent contractor's liability.
- (C) **Automobile Liability Insurance:** Adventist Health shall procure and maintain, at

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Adventist Health'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 Adventist Health's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.

- (D) **Subcontractors:** Adventist Health shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Adventist Health hereinafter.

- (E) **Additional Insured Endorsement:** The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Adventist Health's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). All coverage available to Adventist Health shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Adventist Health shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

- (F) **Other Insurance Provisions:**

1. For any claims related to this Contract, Adventist Health's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects 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 excess of Adventist Health's insurance and shall not contribute with Adventist Health's insurance. Any excess insurance by Adventist Health shall contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect Adventist Health.

2. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Adventist Health shall reduce or eliminate such deductibles or self-insurance retentions; or Adventist Health shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

4. Insurance coverage in the minimum amounts set forth herein shall not be

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construed to relieve Adventist Health for liability in excess of such coverage, nor shall it preclude Adventist Health from taking other actions as is available to it under any other provision of the Contract or 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.

5. If any insurance coverage required by the Contract is provided on a "Claims Made", rather than "occurrence" form, Adventist Health agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Agreement Coverage") and any extensions thereof. Adventist Health may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Adventist Health agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Adventist Health under this Contract.

11. 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.

12. 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 LCDSS 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.

13. 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 the County of Lake. 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.

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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.)

14. OWNERSHIP

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

15. 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.

16. HIPAA COMPLIANCE

Adventist Health will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

17. SAFETY RESPONSIBILITIES

Adventist Health will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Adventist Health agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

18. JURISDICTION AND VENUE

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake County, California. Adventist Health waives any right of removal it might have under California Code of Civil Procedure Section 394.

19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

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20. SEVERABILITY

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

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