

MADERA COUNTY MASTER CONTRACT NO. 004
(Master Agreement – Public Health Department)

AGREEMENT

1. **PURPOSE.** COUNTY hereby engages CONTRACTOR to provide services to COUNTY as set forth in the Master Contract Cover Sheet.

2. **LICENSES.** CONTRACTOR shall, at all times during the term of this Agreement, maintain all necessary valid licenses to practice in the State of California and shall conform to accepted professional standards in the delivery of services pursuant to this Agreement.

3. **TERMINATION.**

3.01 **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services to be provided may be modified or this Agreement may be terminated by COUNTY giving CONTRACTOR thirty (30) days advance written notice.

3.02 **Breach of Contract.**

3.02.1 **Suspension/Termination.** COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, there is:

- (a) an illegal or improper use of funds;
- (b) failure by CONTRACTOR to maintain all necessary licenses in the State of California in good standing;
- (c) failure by CONTRACTOR to obtain and maintain all necessary insurance policies and endorsements;
- (d) a failure to comply with any term of this Agreement;
- (e) a substantially incorrect or incomplete report submitted to COUNTY;
- (f) a violation of section 9 of this Agreement;
- (g) improperly performed service; or
- (h) exclusion of CONTRACTOR from participation in Federal health care programs under the Social Security Act.

3.02.2 **Waiver of Breach**. In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

3.03 **Without Cause**. Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of sixty (60) days advance written notice of an intention to terminate.

4. **PAYMENTS TO CONTRACTOR**.

4.01 **Payment of Invoices**. Payments by COUNTY shall be monthly, in arrears, for services provided during the preceding month, within twenty (20) business days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

4.02 **CONTRACTOR Invoices**. CONTRACTOR shall submit invoices to COUNTY monthly addressed to COUNTY Public Health Department, 14215 Road 28, Madera, CA 93638.

4.03 **Audit of Invoices/Disallowances**. Each invoice is subject to audit by the entity or agency providing funds, and COUNTY may be making payments on invoices in advance of such audits. In the event that an invoice is disapproved for payment, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR in the amount of said disapproved invoices. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

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5. **INDEPENDENT CONTRACTOR.**

5.01 **Independent Capacity.** In the performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, CONTRACTOR will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, servant, employee, joint venturer, partner, or associate of COUNTY. COUNTY shall have no right to control, supervise or direct the manner by which CONTRACTOR shall perform his work or function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing his obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters covered by this Agreement.

5.02 **No Rights to COUNTY Benefits.** Because of his status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. In addition, CONTRACTOR shall be solely responsible for and hold COUNTY harmless from all matters relating to compliance with Social Security regulations, withholding of taxes, Workers' Compensation coverage, and all other regulations governing such matters.

6. **DISCRIMINATION PROHIBITED.** CONTRACTOR shall not differentiate nor discriminate against clients in the rendering of services on the basis of race, color, national origin, ancestry, religion, sex, marital status, medical condition, mental or physical disability, sexual orientation, age, or any other basis protected by federal and California law.

7. **REPORTING OF PATIENT/CLIENT ABUSE.**

7.01 **Elders and Dependent Adults Abuse.** CONTRACTOR shall comply with Welfare and Institutions Code section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of CONTRACTOR either to an appropriate COUNTY adult protective services agency or to a local law

enforcement agency, as mandated by Welfare and Institutions Code sections 15630, 15631 and 15632. CONTRACTOR shall make this report on such abuse and shall submit all required information in accordance with Welfare and Institutions Code sections 15630, 15633 and 15633.5.

7.02 **Minor Children Abuse.** CONTRACTOR shall comply with California Penal Code section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective services agency, as mandated by Penal Code sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report on such abuse and shall submit all required information in accordance with Penal Code sections 11166 and 11167.

8. **MODIFICATION.** Any provisions of this Agreement may be amended or modified from time to time by the written consent of both parties without, in any way, affecting the remainder of the Agreement.

9. **NON-ASSIGNMENT.** Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation of duties made by CONTRACTOR in violation of this provision shall be void and of no force or effect and shall result in automatic and immediate termination of this Agreement.

10. **INDEMNITY.** CONTRACTOR agrees to indemnify, save, hold harmless and, at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs, expenses, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance or failure to perform by CONTRACTOR under this Agreement, and from any and all costs, expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance or failure to perform by CONTRACTOR under this Agreement.

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11. **INSURANCE.**

11.01 **Maintenance of Insurance Coverage.** Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at his sole expense, shall obtain and maintain in full force and effect the insurance coverage specified on the Master Contract Cover Sheet throughout the term of this Agreement. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein required, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

11.02 **Proof of Insurance.** At the time of entering into this Agreement, CONTRACTOR shall provide certification or other sufficient proof of the required insurance to COUNTY. These policies of insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice to COUNTY. Upon expiration of the certification or other proof of insurance for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification or other proof of insurance which contains the new expiration date for the insurance policy. All insurance policies shall be furnished by an insurer approved by COUNTY Risk Manager.

12. **RECORDS, REPORTING, AUDITS.**

12.01 **Records.** CONTRACTOR agrees to maintain records in accordance with state and federal regulations and as required by COUNTY.

12.02 **Reports.** CONTRACTOR agrees to complete and submit all forms and reports as required by COUNTY.

12.03 **Audits and Inspections.** CONTRACTOR shall, at any time during normal business hours and as often as deemed necessary, make available to COUNTY, the California Department of Public Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, for examination all of his records and data with respect to the matters covered by this Agreement.

Authorized agencies shall maintain the confidentiality of such records in accordance with applicable laws and regulations.

13. **PERSONAL SATISFACTION AS A CONDITION PRECEDENT.** The obligations of COUNTY as provided in this Agreement are expressly conditioned upon CONTRACTOR's compliance with the provisions of this Agreement to the personal satisfaction of COUNTY. COUNTY shall determine compliance in good faith and as a reasonable person would under the circumstances.

14. **COMPLIANCE WITH STATE LAWS AND REGULATIONS.** CONTRACTOR and COUNTY agree to comply with all federal and state laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their subgrantees, contractors, or subcontractors, and their work.

15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations and obligations of COUNTY under its agreement with the State. Venue for all disputes shall be in the Madera County Superior Court.

16. **ENTIRE AGREEMENT.** These Standard Contractual Clauses and Master Contract Cover Sheet, and any exhibits specified in the Master Contract Cover Sheet and attached thereto and incorporated by reference, shall constitute the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

17. **COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS.** In no event shall the making by COUNTY of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or of any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY, while any such breach or default shall exist, shall not be construed as acceptance of

substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

18. **CULTURAL COMPETENCE.** CONTRACTOR shall use a set of professional skills, behaviors, attitudes and policies that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of COUNTY's clients.

19. **SEVERABILITY.** Unless material to this Agreement, any provision, clause, or part herein found to be illegal or unenforceable shall not affect the legality of any other provision, clause, or part, nor the Agreement itself.

20. **SECTION HEADINGS.** Both parties agree that section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions of this Agreement.

21. **NOTICES.**

21.01 **Delivery of Notice.** Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed to be duly served when personally delivered to one of the parties or, in lieu of such personal delivery, when deposited in the United States mail, postage prepaid, addressed to such party.

21.02 **Change of Address/Telephone Number.** Written notice of any change of address and/or telephone number shall be given to the other party within five (5) business days of said change.

21.03 **Authorized Persons.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Carol Barney, PHN, MPH
Public Health Director
14215 Road 28
Madera, CA 93638
(559) 675-7893

CONTRACTOR

(See cover sheet)

With copy to

Tanna G. Boyd, Chief Clerk
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637
(559) 675-7700

22. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of this Agreement.

23. **CONFIDENTIALITY OF INFORMATION.**

23.01 **Protection of Confidential Information.** Notwithstanding any other provision of this Agreement, names, identifying numbers, symbols, or other identifying particulars of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with California laws governing privacy of medical information, including Medi-Cal privacy statutes. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement and pertaining to recipients of public health services shall be protected by CONTRACTOR from unauthorized disclosure.

23.02 **Use of Confidential Information.** With respect to any identifiable recipient information obtained by CONTRACTOR under this Agreement, CONTRACTOR shall:

- 23.02.1 not use any such information for any purpose other than carrying out the express terms of this Agreement;
- 23.02.2 promptly transmit to COUNTY all requests for disclosure of such information;
- 23.02.3 not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party without prior written authorization by COUNTY specifying that the information may be released.

24. **COMPLIANCE WITH HIPAA.** If otherwise required and marked as such on the Master Contract Cover Sheet, CONTRACTOR shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for maintenance and transmission of health information that identifies individual clients. Information which is protected by HIPAA includes all medical records and other individually identifiable health information held or disclosed in any form, whether communicated electronically, on paper, or orally. CONTRACTOR will employ appropriate safeguards to prevent the use or disclosure of any information which is protected by HIPAA in any manner not set forth under this Agreement or for purposes other than treatment, consultation, referral or payment. It is understood by CONTRACTOR and COUNTY that any part of the privacy or security regulations contained in HIPAA may, during the term of this Agreement, be modified by Congress or by the United States Department of Health and Human Services or may be interpreted by a court in a manner impacting compliance. Should such an event occur, the HIPAA privacy and security regulations as modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon change(s) to the HIPAA privacy or security regulations by any event referenced above.

25. **PATIENTS' RIGHTS.** The parties to this Agreement shall comply with applicable laws, regulations and State policies relating to patients' rights.

26. **REMEDY FOR BREACH AND RIGHT TO CURE.** Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, COUNTY may itself perform, or cause the performance of such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to COUNTY by law or as otherwise stated in this Agreement.

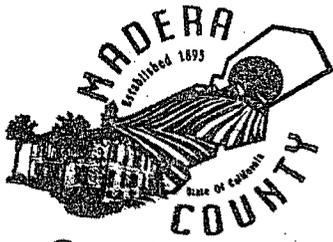
27. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered for COUNTY by COUNTY by the Public Health Director.

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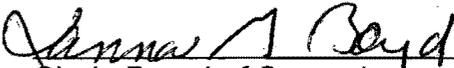
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above-written.

COUNTY OF MADERA


Chairman, Board of Supervisors
3/17/2009



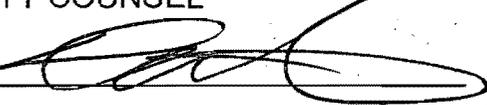
ATTEST:


Clerk, Board of Supervisors

Approved as to Form:
RISK MANAGEMENT

By: 

Approved as to Legal Form:
COUNTY COUNSEL

By: 

ACCOUNT NUMBER(S)

