

**GRANT AGREEMENT FOR SOCIAL PROGRAMS IN WESTERN  
VENTURA COUNTY – WESTMINSTER FREE CLINIC**

This is a grant agreement for social programs for free healthcare clinic services and youth healthcare career training in western Ventura County (hereinafter “Agreement”), entered into as of September 10, 2019, by and between the County of Ventura (“County”) and Westminster Free Clinic, a California non-profit public benefit corporation (“Westminster”).

**RECITALS**

Whereas, Westminster has adopted Article of Incorporation and Bylaws which allow as corporate purposes the development and funding of programs and facilities for services to the uninsured, homeless, and working poor in Ventura County and for providing career training in health care to high school and college students; and

Whereas, since 1994, Westminster has provided free medical care to the uninsured, homeless, and working poor in east Ventura County communities; and

Whereas, Westminster has provided easy access to free medical care too hard to reach populations facing transportation, language, and cultural and financial barriers to care and has also provided work force development for high school and college students with a pathway to careers in health through exposure and hands-on training in the delivery of health care; and

Whereas, Westminster has proposed to provide similar services to the Oxnard/Ventura/Santa Paula communities, at a total cost of \$1.5 million over three years; and

Whereas, Westminster proposes to serve approximately 5,000 clients and 70 high school and college students in the first year, which would increase by five percent each year over a three-year period; and

Whereas, County recognizes the need for Westminster to provide these valuable services to the uninsured, homeless, and working poor in western Ventura County and to provide career training in health care to high school and college students in western Ventura County; and

Whereas, County is authorized under Government Code section 26227 to appropriate and expend money from the general fund to fund programs of private

agencies deemed necessary to meet the social needs of the population of Ventura County and to finance or assist in financing the improvement of real property needed to carry out the programs.

Whereas, County finds that Westminster's proposed social programs and facilities are necessary and desirable to meet the health care needs of low income, uninsured persons and the educational needs of youth in western Ventura County and that establishing such programs constitute a County public purpose;

Whereas, it is necessary and desirable that Westminster be engaged by County for such purposes and other related purposes as provided herein;

### **AGREEMENT**

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

**1. RECITALS**

The parties agree the recitals set out above are true and correct and are incorporated herein.

**2. SERVICES TO BE PERFORMED BY WESTMINSTER**

In consideration of the payments hereinafter set forth, Westminster will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, attached hereto and incorporated herein.

**3. PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payments to Westminster in the total amount of \$1.5 million in the manner, and in accordance with the schedule, specified in Exhibit A, and as provided herein.

**4. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement, it being understood that Westminster is an independent contractor, and neither Westminster nor any of the persons performing services for Westminster pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, dis-

ability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Agreement, Westminster in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by Westminster, such persons will be entirely and exclusively under direction, supervision and control of Westminster. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Westminster, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

Westminster will comply with all applicable provisions of Divisions of the California Labor Code, and all amendments thereto, and all similar applicable state and federal laws, governing workers' compensation, insurance, safety, prevailing wage and public bidding and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said provisions and laws which may be incurred by reasons of any work to be performed under this Agreement.

## **5. LIVING WAGE**

This Agreement is subject to County's Living Wage Ordinance, Ventura County Ordinance Code section 4950 et seq. (LWO), as amended from time to time, unless otherwise exempt in accordance with the provisions of the LWO.

The LWO requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in LWO section 4952(f). Failure to comply will constitute a material breach of this Agreement and may result in, among other things, the suspension or termination of the Agreement and debarment from future County contracting opportunities for a period not to exceed three (3) years.

**6. NON-ASSIGNABILITY**

Westminster will not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Agreement, notwithstanding paragraphs 8 and 9.

In the event of such termination, County's obligation to make any further payments to, or to approve any withdrawals for, Westminster will immediately cease. Additionally, upon such termination, Westminster shall repay County all funds previously paid to Westminster by County and not approved for withdrawal by County and shall repay County funds approved for withdrawal by County as provided in paragraph 9.

**7. TERM**

This Agreement will be in effect for the term of three years, beginning as of the date the contract is executed by both parties and for a period of three years thereafter, and as further described in Exhibit A, and subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this Agreement.

**8. TERMINATION**

Either party may terminate this Agreement at any time for any reason by providing 60 days' written notice to the other party.

In the event of such termination, County's obligation to make any further payments to, or to approve any withdrawals for, Westminster will immediately cease. Additionally, upon such termination, Westminster shall repay County all funds previously paid to Westminster by County and not approved for withdrawal by County and shall repay County funds approved for withdrawal by County as provided in paragraph 9, but only to the extent that such funds have not been expended or obligated as of the date notice of termination is received.

Westminster hereby expressly waives any and all claims for damages or future compensation arising under this Agreement in the event of such termination.

This right of termination belonging to either party may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Agreement.

**9. DEFAULT**

If Westminster defaults in the performance of any term or condition of this Agreement, County shall give written notice thereof specifying in detail the alleged default. Westminster shall respond and cure that default by a satisfactory performance within 30 days after service upon Westminster of written notice of the default. If Westminster fails to cure the default within that time, then County may terminate this Agreement without further notice.

In the event of such termination, County's obligation to make any further payments to, or to approve any withdrawals for Westminster will immediately cease. Additionally, in the event of such termination, Westminster shall promptly repay County all funds previously paid to Westminster by County and not approved for withdrawal by County and shall repay County a pro rata amount of County's most recent biannual payment made to or approved for withdrawal for Westminster pursuant to Exhibit A based on the ratio of number of days utilizing the official termination date and the payment interval.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to terminations under paragraphs 6 and 8 above.

**10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Agreement will be at the risk of Westminster alone. Westminster agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Westminster, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Westminster, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Westminster agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

## 11. INSURANCE PROVISIONS

- A) Westminster, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:
- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles, and also including Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Westminster and Employer's Liability coverage in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Westminster's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) County is to be named as Additional Insured as respects to work done by Westminster under the terms of this Agreement for General Liability Insurance.
- E) Westminster agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from work performed by Westminster under the terms of this Agreement.

F) Policies will not be canceled, nonrenewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County's Risk Management Division.

G) Westminster agrees to provide County with the following insurance documents on or before the commencement date of this Agreement:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

## **12. NON-DISCRIMINATION**

Westminster will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Westminster's personnel policies will be made available to County upon request.

## **13. INVESTIGATION AND RESEARCH**

Westminster by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

## **14. AGREEMENT MONITORING**

County will have the right to review the work being performed by Westminster under this Agreement at any time during Westminster's usual working hours. Review, checking, approval or other action by County will not relieve Westminster of Westminster's responsibility for the thoroughness of the services to be provided hereunder.

**15. AMENDMENTS**

Either party may from time to time request changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Westminster's compensation, performance and performance dates, which are mutually agreed upon by and between County and Westminster will be effective when incorporated in written amendments to this Agreement. This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

**16. CONFLICT OF INTEREST**

Westminster covenants that Westminster presently has no interest, including, but not limited to, other projects or independent agreements, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Westminster further covenants that in the performance of this Agreement no person having such interest will be employed or retained by Westminster under this Agreement.

**17. CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Westminster under this Agreement that County requests in writing to be kept confidential will not be made available to any individual or organization by Westminster without the prior written approval of County except as authorized by law. County understands that Westminster must be able to use data and information from the West County clinic to raise funds, promote the clinic, and sustain the site.

**18. NOTICES**

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA  
COUNTY EXECUTIVE OFFICE  
800 SOUTH VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009-1080

TO WESTMINSTER: WESTMINSTER FREE CLINIC



ATTN: EXECUTIVE DIRECTOR  
2673 SAN MIGUEL AVE.  
THOUSAND OAKS, CA 91360

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

**19. MERGER CLAUSE**

This Agreement supersedes any and all previous agreements, contracts, understandings and representations, either oral or written, between Westminster and County, whether concerning the subject matter of this Agreement or otherwise, and constitutes the entire understanding between the parties. Westminster acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those embodied in this Agreement. No contract provision, statement, or promise not contained in this Agreement will be valid or binding.

**20. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

**21. SEVERABILITY OF AGREEMENT**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

**22. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

**23. COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

**24. CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Agreement will be construed to be both a covenant and a condition.

**COUNTY OF VENTURA**

**WESTMINSTER FREE CLINIC\***

  
Chair, Board of Supervisors

Steve Bennett  
Printed Name

9/10/19  
Date

  
Authorized Signature

LISA SAFAEINILI  
Printed Name


Executive Director  
Title

9-5-2019  
Date

770563241  
Tax Identification Number

ATTEST:

MICHAEL B. POWERS, Chief Executive  
Office, County of Ventura, and ex officio  
Clerk of the Board of Supervisors

By:   
Deputy Clerk



**WESTMINSTER FREE CLINIC\***

Lisa Safaeinili  
Authorized Signature

LISA SAFAEINILI  
Printed Name

Executive Director  
Title

9-5-2019  
Date

\* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the corporation.

**EXHIBIT "A"**  
**TO GRANT AGREEMENT FOR SOCIAL PROGRAMS**

**A. DEFINITIONS**

1. Free Medical Care means primary care, medications, laboratory tests, mammograms, physical therapy and chiropractic services, podiatry, case management, acupuncture, nutrition counseling, dental services, including cleanings, education, and X-rays, eye exams and glasses at no cost to the patient, to the extent Westminster has the capability as a volunteer organization.
2. Two-year Teen Health Academy and Internship Program means assisting physicians in the delivery of care and hands-on training in basic clinical skills, while preparing high school and college students for careers in health care to fulfill the requirements to become certified Medical Assistants.

**B. SERVICES**

1. Westminster Free Medical Clinic (Westminster) shall provide free medical care (including laboratory and diagnostic tests, mammograms and medications) to 5,000 clients (increased annually by five percent), including, the uninsured, homeless, and working poor in the Oxnard/Ventura/Santa Paula communities.
  - a. Free services shall include, primary care, medications, laboratory tests, mammograms, physical therapy and chiropractic services, podiatry, case management, acupuncture, nutrition counseling, dental services, including cleanings, education, and X-rays, eye exams and glasses to the extent Westminster has the capability as a volunteer organization.
2. Westminster shall provide a two-year Teen Health Academy and Internship Program to 70 high school and college students (increased annually by five percent), who will assist physicians in the delivery of care and hands-on training in basic clinical skills, while preparing students for careers in health care to fulfill the requirements to become certified Medical Assistants.
3. Westminster shall provide a community center to support the whole health of clients, including ancillary services such as: Zumba/yoga classes, food distribution, cooking demonstrations, health education, homework assistance, clothing and school supplies distributions to the extent Westminster has the capability as a volunteer organization.

### C. PERFORMANCE AND PERFORMANCE DATES

1. By the end of month 3 following execution of the Agreement, Westminster shall identify a suitable location for the western Ventura County free clinic.
2. By the end of month 6 following execution of the Agreement, Westminster's western Ventura County free clinic shall be operational, providing a range of services and conducting weekly free clinics.
3. By the end of Year 1 following execution of the Agreement, Westminster shall have identified to County and procured one-third of its annual operational funding of the western Ventura County free clinic.
4. By the end of Year 2 following execution of the Agreement, Westminster shall have identified to County and procured two-thirds of its annual operational funding of the western Ventura County free clinic.
5. By the end of Year 3 following execution of the Agreement, Westminster shall have identified to County and procured one hundred percent of its annual operational funding of the western Ventura County free clinic.

### D. FINANCIAL CONTRIBUTIONS AND ACCOUNTING

1. Within 30 days of execution of the Agreement, Westminster shall establish a joint account with the County that preserves the principal, ensure sufficient liquidity, and generates a market rate of return and a separate West County Free Clinic, Westminster only, checking account in order to accomplish scheduled withdrawals for Westminster as provided in section D.3., below.
2. County agrees to make the following payment:
  - a. A deposit of \$1,500,000 into the joint account opened by Westminster under section D.1., above, to be made within 30 days of the Commencement Date of this Agreement, subject to the approval of Westminster's system of books as provided in section D. 5., below.
3. County and Westminster agree to the following schedule for withdrawals from the joint account established in section D. 1., above.:
  - a. A withdrawal of \$100,000 to Westminster to be made within 30 days of the Commencement Date of this Agreement, subject to the approval of Westminster's system of books as provided in section D. 5., below.

- b. A withdrawal of \$200,000 to Westminster to be made once a clinic location is determined and an agreement is entered into with the landowner.
  - c. A withdrawal of \$300,000 to Westminster to be made six months after withdrawal provided in section D. 3. b.
  - d. A withdrawal of \$300,000 to Westminster to be made six months after withdrawal provided in section D. 3. c.
  - e. A withdrawal of \$300,000 to Westminster to be made six months after withdrawal provided in section D. 3. d.
  - f. A withdrawal of \$150,000 to Westminster to be made six months after withdrawal provided in section D. 3. e.
  - g. A final withdrawal of \$150,000 plus accrued interest to Westminster to be made six months after withdrawal provided in section D. 3. f.
  - h. All County payments and withdrawals in this Agreement are contingent on approval by the County Chief Executive Officer, or authorized designee(s).
  - i. All said withdrawals shall be placed in the separate, West County Free Clinic, Westminster checking account established under section D. 1. and disbursed by Westminster only for purposes of this Agreement.
  - j. In the event of termination of this Agreement, County's obligation to make any further payments to, or approve withdrawals for, Westminster will immediately cease.
4. Westminster shall place all funds paid by County under this Agreement into separate Westminster financial accounts as provided in section D.1. and shall not commingle these funds with other Westminster funds. After payment of funds by County and the deposit of the funds in the joint account under sections D.1. and D.2., the funds and any interest which accrues from said funds shall be the property of Westminster, but subject to County approval of withdrawals from the joint account as a financial and performance control only. Westminster shall hold and expend the funds paid by County and the interest accruing thereon solely to carry out social programs in western Ventura County required by this Agreement.
  5. Westminster must maintain full and accurate fiscal books and records, banking and investment accounts, and client and student records. Westminster shall submit for review and approval to the County Executive Officer of County its proposed system of records, books, investment and bank accounts and audits within 20 days following the Commencement Date, which shall be promptly approved only if, in the opinion of the County Executive Officer or designee, the system conforms to generally accepted accounting principles.
  6. All expenditures of funds paid to Westminster by County shall be conducted in accordance with the Articles of Incorporation and Bylaws of Westminster in effect as of September 10, 2019. Westminster shall provide County with 30 days'

written notice of any proposed change in Westminster's Articles of Incorporation and Bylaws.

7. During the term of this Agreement, County shall have reasonable access to all such records and the right to examine and audit Westminster reports and records, in both hard copy and digital format. After expiration or termination of this Agreement, County, its officers, agents and employees, may audit or cause an audit to be performed of the records required by this Agreement at Westminster's expense. The audit shall include all books, papers, accounts, documents, electronically stored information, electronic records or other records of Westminster as they relate to expenditures for the programs for which County funds were paid. The audit may take place at any time up to three years after expiration or termination of this Agreement.

#### E. TERM

Commencement Date: September 10, 2019, the date of approval of Agreement and its execution by County, following its approval and execution by Westminster on \_\_\_\_\_, 2019.

Expiration Date: September 9, 2022, three years after execution of this Agreement by both parties.

#### F. REPORTING REQUIREMENTS

1. Upon execution of the Agreement, Westminster shall provide County a monthly report, submitted electronically to the County Executive Office by the last day of each month (until a clinic location is found), on the following:
  - a. Westminster's progress towards identifying and securing an adequate location for the western Ventura County free clinic.
2. Upon execution of the Agreement, Westminster shall provide County quarterly reports, submitted electronically to the County Executive Office by the last day of the first month of each quarter, on the following:
  - a. Finances (expense/revenue, cash flow, investments, savings, etc.).
  - b. Westminster's Fundraising and donation accomplishments toward self-sustainability goals.
  - c. Progress in pursuit of grant opportunities.
3. Westminster shall provide County an annual written report, submitted by the end of Year 1, Year 2 and Year 3 of this Agreement, on the following:
  - a. Audited financial reports.
  - b. Grant and donation revenue.

- c. Donated goods and services.
- d. Number of clients and students served with demographics.
- e. Number of referrals (connected to County services)
- f. List of services provided.
- g. Student outcomes (at completion of program)
- h. Health outcomes (chronic diseases)