

MEMORANDUM OF UNDERSTANDING

Between

Proteus, Inc.

Family Health Care Network

The Regents of the University of California

The Consulate of Mexico in Fresno

Health Net of California State Health Programs

Tulare Community Health Clinic, Inc.

(THE VENTANILLA DE SALUD MOVIL PROJECT)

1. INTRODUCTION

This Memorandum of Understanding (MOU) is made and entered into by and between

PROTEUS, INC.

FAMILY HEALTH CARE NETWORK

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA THROUGH ITS HEALTH INITIATIVE OF THE AMERICAS AT THE SCHOOL OF PUBLIC HEALTH, BERKELEY

THE CONSULATE OF MEXICO IN FRESNO

HEALTH NET OF CALIFORNIA STATE HEALTH PROGRAMS

TULARE COMMUNITY HEALTH CLINIC, INC.

(collectively referred to herein as "Participants")

An introduction of each of the Participants is set forth in the attached Exhibit A.

2. FORMATION, PURPOSE, DUTIES AND DURATION

▪ 2.1 Formation of Collaboration

The Participants hereby associate themselves in cooperation under this MOU. This association under this MOU does not create a relationship of employer and employee, joint venturer, partner, or principal and agent between the Participants. In performing the duties and responsibilities identified in this MOU, Participants are acting as independent contractors. Each Participant shall be responsible for its own salaries, payroll taxes, withholdings, insurance, and any benefits of any kind. In no event shall a Participant have or exercise control over the manner in which the other Participants furnish services under this MOU.

▪ 2.2 Purpose of Collaboration

The Participants recognize that the primary objective of this collaboration is not a profit-making one, but rather the fulfillment of a public purpose through the establishment of a Ventanilla de Salud Móvil [Mobile Health Station], a collaborative effort. The parties agree that the above will be done in such a way as to:

- (1) Provide quality bilingual, bicultural healthcare education, and referrals to Latinos and their families at the Proteus' Mobile Unit;
- (2) Disseminate health information through one-to-one educational interventions as well as group presentations at the Proteus' Mobile Unit;
- (3) Assist in the enrollment of Latinos in insurance programs;
- (4) Apply needs survey and conduct evaluation on the results of the survey.
- (5) Activities will take place in the rural areas of the Central Valley, including but not limited to Tulare County.

The Participants acknowledge that Family Health Care Network will be signing a separate MOU with the Consulate of Mexico in Fresno for the facilitation of a Ventanilla de Salud Movil Program inside the Consulate. The Consulate is located in Fresno, California. Family Health Care Network will act as the lead Participant providing different services in the terms and conditions established in such MOU.

The Participants recognize that the Government of Mexico, through the Institute of Mexicans Abroad and its Consulates promotes and directs the development, general guidelines and overall policies of the Ventanilla de Salud Program.

2.3 Duties

Duties of Proteus, Inc.:

Proteus, Inc. must provide their Mobile Unit.

The Ventanilla de Salud Móvil [Mobile Unit] functions to provide health education and information about health services available in the locality, and to refer this population to community clinics and health insurance programs. A health worker/community outreach worker will be provided to staff this work space; and should be knowledgeable about the local health services, related social resources, and be trained on health promotion and disease prevention and health problems faced by farm workers and low income populations in the region. Additional duties for the health worker would include providing support for Proteus' outreach programs, evaluation of health needs and referral to other entities that provide direct health services, education about prevention and detection of illnesses, distribution of educational materials and videos and promotion of Fresno Consulate services. All the information gathered from the people that have been served will be strictly confidential. Medical services are not provided at the Ventanilla de Salud Móvil [Mobile Unit].

Duties of Family Health Care Network:

- As a Ventanilla participant Family Health Care Network will make a good-faith effort to staff the Ventanilla de Salud Móvil with a volunteer or paid individual who meets the following criteria: experience in the health or social work field, fluent in written and spoken English and Spanish, knowledge of U.S. health care systems, experience with direct patient services if possible.

- Family Health Care Network must provide to the Health Initiative of the Americas (HIA) a calendar including days and hours when its volunteer will staff the Ventanilla de Salud Móvil to provide information about its organization as well as about common health topics and enrollment to health programs.
- Family Health Care Network is committed to providing health information (brochures, flyers) about its services, assistance and admission requirements and relevant and useful health information for the Mobile Health Station and the visitors.
- The Ventanilla de Salud Movil will refer visitors to Family Health Care Network according to client needs and the services provided by its organization.
- All referred visitors to Family Health Care Network must be assisted with health services or health information according to their needs.

Duties of the Health Initiative of the Americas, University of California Berkeley:

- Define a calendar of activities for the Ventanilla de Salud Móvil in support with all the project participants
- Participate in the coordination of a media campaign to promote the launch of this pilot Ventanilla de Salud Móvil project and the services offered.
- Promote the services offered and link local agencies by providing the information to the Binational Health Week Taskforce and other participant agencies.
- Provide the Ventanilla de Salud Movil with an evaluation survey to be given to the visitors to improve the services.
- Provide training to the Ventanilla de Salud Móvil staff on the Initiative's materials for future health related presentations to the public.

Duties of the Mexican Consulate

- Provide support for the Ventanilla de Salud Móvil (provide general guidelines and overall policies).
- Promote the services of the Ventanilla de Salud Móvil by providing the information to the visitors of the Mexican Consulate in Fresno and by announcing the services through the media.
- Provide information on the Consulate's services to be given to the visitors of the Ventanilla de Salud Móvil.

Duties of Health Net of California

- As a Ventanilla de Salud Móvil participant Health Net will make a good-faith effort to staff the Ventanilla de Salud Móvil with a volunteer or paid individual who meet the following criteria: experience in the health or social work field, fluent in written and spoken English and Spanish, knowledge of U.S. health care systems, experience with direct patient services if possible.
- Health Net must provide to HIA a calendar including days and hours when its volunteer will staff the Ventanilla de Salud Movil to provide information about its organization as well as about common health topics.
- Health Net of California is committed to providing health information (brochures, flyers) about its services, assistance and membership/enrollment requirements and relevant and useful health information for the Ventanilla de Salud Móvil [Mobile Health Station] and the visitors.

Duties of Tulare Community Health Clinic:

- As a Ventanilla participant Tulare Community Health Clinic will make a good-faith effort to staff the Ventanilla de Salud Móvil with a volunteer or paid individual who meet the following criteria: experience in the health or social work field, fluent in written and spoken English and Spanish, knowledge of U.S. health care systems, experience with direct patient services if possible.
- Tulare Community Health Clinic must provide to HIA a calendar including days and hours when its volunteer will staff the Ventanilla de Salud Movil to provide information about its organization as well as about common health topics and enrollment to health programs.
- Tulare Community Health Clinic is committed to providing health information (brochures, flyers) about its services, assistance and admission requirements and relevant and useful health information for the Mobile Health Station and the visitors.
- The Ventanilla de Salud Movil will refer visitors to Tulare Community Health Clinic according to client needs and the services provided by its organization.
- All referred visitors to Tulare Community Health Clinic must be assisted with health services or health information according to their needs.

2.4 Duration

Refer to "Commencement" and "Termination" terms contained in Paragraph 4.

3. VENTANILLA DE SALUD MÓVIL PROGRAM [MOBILE HEALTH STATION] ACTIVITIES, OUTCOMES**▪ Program Activities**

- A. Ventanilla de Salud Móvil [Mobile Health Station] visitor assessments will be conducted on-site by bilingual, bicultural and highly trained counselors. Counselors will be furnished by Health Net, Tulare Community Health Clinic, and Family Health Care Network.
- B. Health educators will be furnished jointly by Health Net, Tulare Community Health Clinic, and Family Health Care Network, and will provide the public with assistance in filling out the forms, and link Ventanilla de Salud Móvil [Mobile Health Station] visitors with other appropriate medical services.
- C. The Ventanilla de Salud Movil will refer visitors to Family Health Care Network and Tulare Community Health Clinic according to the client(s) needs and services provided by these organizations.

▪ Outcomes

- A. Provide educational materials to an average of 15 visitors per week on disease prevention topics and referral materials relevant to their health needs.
- B. Provide onsite health education and brief counseling to an average of 15 visitors per week.
- C. Provide onsite referrals for approximately 8 visitors per week to participant agencies for health insurance enrollment, prevention and counseling services,

and treatment for diabetes, tuberculosis, prenatal care, STDs screening, tobacco cessation, substance abuse, and other health services as needed.

- D. A referral tracking system will be implemented and used to measure medical services as the result of medical referrals and new enrollment in health insurance programs.
- E. A rise in the appropriate use of preventive and health care treatment services among Latino migrant/immigrant communities in various Tulare County areas as a result of intra-organizational referrals.

4. COMMENCEMENT AND TERMINATION

▪ Commencement

The term of this MOU shall commence on October 17, 2008 and end October 16, 2009. Any additional period of time as is required to complete any necessary closeout activities, is subject to the provisions of (5.2) herein. Performance shall not commence until the Participants have obtained the necessary permission and insurances.

▪ Termination

The term "Notice of Termination" as used in this MOU shall mean written notice given by one party to the other notifying them of an intention to terminate the collaboration in accordance with one of the two following sub paragraphs of this section.

(1) Voluntary Termination

Any one of the Participants may leave the collaborative by giving sixty (60) days written notice to the other Participants. In such an event, the collaborative will continue to operate with the remaining Participants.

(2) Termination on Account of Inaction

In the event that, within one (1) year from the effective date of this MOU no significant effort and progress have been made toward the purposes outlined herein, any participant shall have the right to leave this participation by written notice to the other Participants by Notice of Termination.

5. AMENDMENTS

Any changes in the terms of this MOU, including changes in the scope of the services to be performed by the Participants and addition of new Participants shall be incorporated into this MOU by a written amendment properly executed by all parties.

6. LIABILITY AND PERMITS

▪ Permits and Licenses

The Participants certify to have all valid permits, licenses, certificates or other documents as required by the State, County, or other governmental or regulatory

body to legally engage in and perform the services to be provided under this MOU. The Participants and the individuals acting on behalf of the Participants shall maintain, or obtain as necessary, all such certificates and licenses required and shall not allow any such certificate or license to be revoked or suspended. If a Participant engages a subcontractor to furnish services to be provided under this MOU, the Participant shall be responsible for ensuring that the subcontractor has obtained all required certificates and/or licenses and that the subcontractor has appropriate insurance and indemnifies all Participants.

▪ **Indemnification**

Each Participant shall defend, indemnify and hold each of the other parties, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or other damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Participant.

▪ **General and Professional Liability Insurances**

Each Participant shall maintain throughout the term of this MOU general liability insurance and provide thirty (30) days written notice to the Participants prior to any cancellation, termination, non-renewal, or reduction of said insurance. All Participants except The Regents of the University of California shall maintain throughout the term of this MOU professional liability insurance and provide thirty (30) days written notice to the Participants prior to any cancellation, termination, non-renewal, or reduction of said insurance.

▪ **Automobile Liability Insurance**

The Participants shall provide proof of Automobile Liability Insurance coverage to comply with the State of California.

7. Compliance with Law and Protection of Trademarks

Each Participant warrants that it shall fulfill its obligations under this MOU in full compliance with all applicable laws, including the Health Insurance Portability and Accountability Act ("HIPAA").

Each Participant agrees not to use the trade name or trademarks of any other Participants without the prior written consent of the affected Participant.

8. MEDIATION

▪ **Mediation**

- A. The Participants agree to take all reasonable steps needed to best serve low-income visitors to the Ventanilla de Salud Móvil [Mobile Health Station]. All Participants will consult with one another on any general policy matters related to training, outreach, or matters that develop that may not be contemplated at this time.

- B. Proteus and HIA will jointly oversee the carrying out of such general policy decisions regarding the Ventanilla de Salud Movil. If there is a dispute, the collaborating Participants will attempt to reach agreement by consensus. If consensus cannot be obtained, the Participants will utilize mediation in attempting to reach an agreement.

9. Publicity and Media Coverage

All Participants shall review all printed project-related materials prior to distribution. Approval of all Participants shall be secured prior to any communication with the press, television, or radio regarding the project.

10. MISCELLANEOUS

10.1 Representatives to the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this MOU and to whom formal notices, demands and communications shall be given are as follows:

- A. The representatives of Proteus, Inc., shall be:
Robert Alcazar, Farmworker Division Director
- B. The representative of Family Health Care Network shall be:
Mary Alice Escarsega-Fechner, Vice President of Human & Technical Resources
- C. The representative of University of California Berkeley through its Health Initiative of the Americas shall be:
Xóchitl Castañeda, Director
- D. The representative of the Mexican Consulate shall be:
Selene Barceló, Acting Consul of the Consulate of Mexico in Fresno
- E. The representative of Health Net of California State Health Programs, shall be:
Jose A. Gonzalez, Senior Health Education Specialist

Hoa Su, MPH, Manager, Health Education Department

Lupe Gonzalez, Supervisor Community Relations
- F. The representative of Tulare Community Health Clinic shall be:
Graciela Soto, Chief Executive Officer

Judy Silva, Clinical Director

10.2 Complete Agreement


This MOU contains the full and complete agreement between the Participants. No verbal agreement or conversation with any officer or employee of a Participant shall affect or modify any of the terms and conditions of this MOU.

10.3 Number of Copies


This MOU is executed in the English language which shall govern, in five (5) duplicate originals, each of which is deemed to be an original. Any translations of this MOU are for the convenience of the Participants.

IN WITNESS THEREOF, Participants have executed this Memorandum of Understanding through their duly authorized officers this 17 day of OCTOBER, 2008.

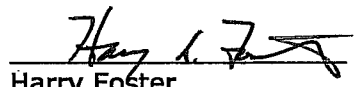
On behalf of Proteus, Inc.


Robert Alcazar
Farmworker Division Director

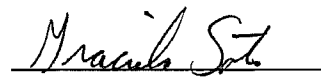
On behalf of Health Net of California


Hoa Su, MPH, Manager
Health Education Department

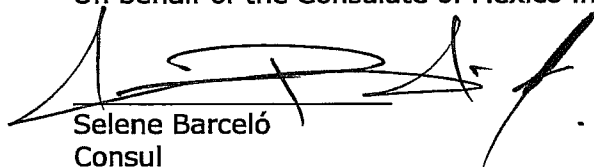
On behalf of Family Health Care Network


Harry Foster
President & Chief Executive Officer

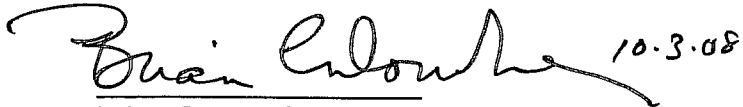
On behalf of Tulare Community Health Clinic


Graciela Soto
Chief Executive Officer

On behalf of the Consulate of Mexico in Fresno

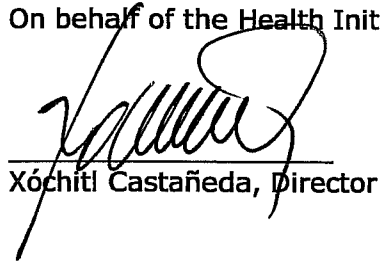

Selene Barceló
Consul

On behalf of the Regents of the University of California

 10.3.08

Brian C. Donohue, Business Contracts Administrator
University of California, Berkeley

On behalf of the Health Initiative of the Americas



Xóchitl Castañeda, Director

EXHIBIT A

INTRODUCTION OF PARTICIPANTS

A. Proteus, Inc.

Mission:

Our Mission is to maintain a strong corporation that has the ability to continually improve the quality of life of farmworkers, families, youth, and other participants through quality education, training and other services.

Services and Programs Provided:

Farmworker Division - offers an array of employment, vocational training, education, and supportive services to seasonal, migrant, and dislocated farmworkers and their dependants. Services: On-the-Job Training, Work Experience, Vocational Training, Job placement, Referrals, Supportive services such as: stipends, mileage, food assistance, utility payments, transportation, rental assistance, health, and more, Educational services such as: English as a Second Language (ESL), Vocational ESL, Adult Basic Education (ABE), and General Education Diploma (GED), Other: Pesticide safety training, domestic violence awareness presentations, community activism training, and more.

Adult Division - offers an array of employment, vocational training, education, and other services to economically disadvantaged adults, TANF recipients, and dislocated workers. Services: Assessment testing, Case management, Job readiness workshop, On-the-Job training, Work Experience, Job placement, Referral, Retention Services, Other: Spanish language orientations

Youth Division - provides an array of employment, education, training, mentoring, leadership activities, recreational activities, supportive services, referral, and much more to youth under the age of 22 throughout Tulare County. Services: Academic and career counseling Citizenship and leadership services, Tutoring, Internet access, Mentoring, Recreational activities, Job counseling, Job placement, Work experience, Retention services, Teen pregnancy prevention presentations, Substance abuse and violence prevention workshops

Education Division - provides an array of educational classes, migrant child care, vocational training, and naturalization assistance to economically disadvantaged individuals throughout the Central San Joaquin Valley, Services: English as a Second Language (ESL) / English Language Civics (EL Civics), Adult Basic Education (ABE), High School Equivalency (HEP) and General Education Diploma (GED) classes, Office Automation vocational training, Shipping & Receiving vocational training, General Merchandise Retail vocational training, Migrant Child Care

Energy Programs: Proteus has participated with Edison , Southern California Gas , and PG&E to provide farmworkers and other low-income residents free energy-saving services. Services: Installation of compact fluorescent light bulbs, Installation of evaporative coolers, Installation of refrigerators, Installation of porch lights, Installation of air conditioners, Telephone discount services, Assistance with completing CARE applications (20% discount program off energy bills)

Location:

Tulare County:

Visalia, 1900 N. Dinuba Blvd., Ste. E, Visalia, CA 93291, (559) 627-0100

Dinuba, 135 N. Uruapan Dr., Dinuba, CA 93218, (559) 591-5701

Porterville, 54 N. Main St., Porterville, CA 93257, (559) 781-1852

Woodlake, 250 E. Antelope, Woodlake, CA 93286, (559) 546-4224

Mobile Employment Center, (559) 805-7293

Clients:

Migrant Seasonal Farmworker, Dislocated Worker, Low-income individuals, TANF Recipients & Dependents of farmworker

B. Family Health Care Network (FHCN)**Mission:**

"We provide quality healthcare to everyone in the communities we serve."

Services and Programs Provided

- Medical Services including: Family Medicine, Internal Medicine, OB & Women's Health and Pediatrics
- Dental Services
- Behavioral Health
- Complementary and Alternative Medicine
- Community Outreach
- Nutrition
- Health Education

Location:

Family HealthCare Network currently has 13 locations throughout Tulare County of which 11 are clinical sites. Family HealthCare Network is a community-based organization governed by a Board of Directors, which is composed of community representatives and patients consumers.

C. University of California Berkeley, Health Initiative of the Americas (HIA)**Mission:**

The mission of the Health Initiative of the Americas (HIA), a unit of the University of California Berkeley, School of Public Health, is to coordinate and optimize resources in the United States and Mexico to increase access to and use of health services, expand health insurance coverage, improve health outcomes, reduce health disparities, enhance the cultural competency of health care personnel, and implement innovative strategies to address unmet health needs of the Latino-origin population living and working in the United States.

Services and Programs Provided:

The Initiative's objective is to coordinate and optimize the availability of health resources for Latino immigrants and their families through bilateral training, research, and health promotion activities. Some of HIA's programs in the areas related to this MOU include, but are not limited to:

Binational Health Week (BHW)

BHW events provide migrant/immigrant workers and their families with medical screenings, health care referrals, treatment services, and prevention education.

Health Stations (Ventanillas de Salud)

This program establishes health stations within Mexican consulates in California. They are staffed by bilingual personnel who provide onsite health information and referral services to Mexican migrants and immigrants.

Campaigns for Agricultural Workers

HIA works with California health agencies to implement educational campaigns targeted toward low-income, Latino-origin agricultural workers. This project seeks to improve health outcomes by minimizing behavioral risks among young, monolingual, single males in particular.

Binational Policy Forum on Migration and Health

Held during Binational Health Week, the forum presents the opportunity for policy-makers, researchers, and public health workers to propose policy recommendations and develop bilateral working strategies.

Request for Proposals: Migration and Health Issues (RFP)

In partnership with research institutions, government agencies, and foundations in both the United States and Mexico, HIA's RFP sponsors public policy studies to enhance the understanding and knowledge of health issues facing those who work and live in two countries and cultures. These studies help decision-makers craft more informed policies.

Binational Promotoras Program

Promotoras (community health outreach workers) are key for linking underserved populations to health resources and services. This program provides binational exchanges, training modules, and health education manuals for promotoras in California and Mexico.

Medical and Nursing Student Exchange Program

To increase culturally relevant health care for Mexican migrants/immigrants in California and Mexico, this exchange program for medical and nursing students in the UC system and Mexico increases their understanding of the linguistic and cultural health needs of this population. These future health care providers participate in clinical rotations, site visits, and academic training programs.

Location:

Health Initiative of the Americas
School of Public Health, University of California Berkeley

1950 Addison Street, Suite 203
Berkeley, CA 94704
Tel: 510-643-6243
Fax: 510-642-7861

Clients:

HIA's research, training and public service programs are focused on three distinct target populations within the field of health care: Health Professionals (e.g. doctors, health personnel, administrators, and health program directors), Students, and *Promotoras* (community outreach workers).

D. The Consulate of Mexico in Fresno

Mission: The Consulate of Mexico in Fresno, California (hereinafter "**Consulate**") is the official representative of the Government of the United Mexican States in the Counties of Fresno, Inyo, Kings, Kern, Madera, Mariposa, Merced, and Tulare, California. The **Consulate** is officially recognized by the United States government, through the United States Department of State, as a foreign government Consular Post, according to the provisions of the Vienna Convention on Consular Relations of 1963.

The **Consulate**, and representatives acting on behalf of the **Consulate** in relation to this agreement, does not waive any Consular or Diplomatic Immunity that they are entitled to assert pursuant to applicable international laws, including, but not limited to, international agreements, treaties and conventions. The **Consulate** retains the right to exercise its immunity before any judicial or administrative authority as a result of any act, or omission to act, arising out of this **MOU** and/or interpretation of this agreement.

Services and Programs Provided:

The Consulate of Mexico in Fresno, through the Institute of Mexicans Abroad, promotes strategies and integrates programs tending toward the well-being of the Mexican communities living abroad, as well as develops a wide range of initiatives and projects related to education, health care, culture, sports, economic development and awareness about community organizations.

Location:

Consulate of Mexico
2409 Merced St.
Fresno, CA 93721
559-233-9770

Clients:

Over one million Mexicans living in the 8 above mentioned Counties.

E. Health Net of California State Health Programs

Mission:

To help people be healthy, secure and comfortable

Services and Programs Provided:

The programs are available through the Health Education Department to Health Net members and at no cost and in several languages. Health Net offers a variety of health education courses, programs and incentives to our Medi-Cal members. In addition, we coordinate with county community-based organizations to offer a comprehensive health education program.

Health Net's educational curriculum is directly influenced by the populations we

serve. We will strategically develop and schedule classes in different geographic areas to meet the needs of specific member group needs assessment findings.

Location:

Health Net of California, Inc.
State Health Programs
7485 N. Palm, Suite 101
Fresno, CA 93711
559-447-6138

Health Net of California, Inc.
State Health Programs
916 W. Oak St., Suite A
Visalia, CA 93291
559-622-8550

Clients:

Health Net provides our members with a comprehensive array of health education programs, services, materials, and resources designed to meet the needs of our diverse Medi-Cal, Healthy Families, AIM, and Healthy Kids members and state health program eligible populations.

F. Tulare Community Health Clinic

Mission:

"Celebrate life through health, community and family"

Services and Programs Provided:

- Dental
- Internal Medicine
- Pediatrics
- OB/GYN
- Family/General Medicine
- Ear, Nose & Throat (ENT)
- Pulmonology
- Geriatrics
- General Surgery
- Dermatology
- Oncology
- Hematology
- Nephrology
- Neurology
- Gastroenterology
- Podiatry
- Ophthalmology
- Pediatric Pulmonology
- Pediatric Gastroenterology

Other Services

- Health & Diabetic Education
- Physical Examinations
- Immunizations
- Diagnosis, medical treatment, follow-up for illness and minor injuries
- Pregnancy tests & Family Planning Services
- Child Health & Disability Prevention (CHDP).
- Comprehensive Perinatal Services Program (CPSP)
- Respiratory Therapist
- Prescription Assistance

Location:

1. 1101 N Cherry Street, Tulare, CA 93274 (Dental, Women Center, Adult Medicine, Specialty)
2. 1186 E. Leland, Tulare, CA 93274 (Peds)

3. 1201 N. Cherry, Tulare, CA 93274 (Mobile Van/High School Clinic and open to public and administration)

Clients:

Target populations are underserved and uninsured; however, the clinic sees everyone and does not turn any patient away regardless of ability to pay. The majority of our patients are Medi-Cal patients. Ethnically, the majority are Hispanic. Gender, the majority are female.