

**MEMORANDUM OF UNDERSTANDING**  
**Between County of Sonoma and Petaluma Health Center**

This Memorandum of Understanding (hereinafter "MOU"), dated \_\_\_\_\_, 2025 (hereinafter "Effective Date"), is by and between the County of Sonoma (hereinafter "County") and Petaluma Health Center (hereinafter "PHC").

**RECITALS**

WHEREAS the County Department of Health Services (County) and Petaluma Health Center (PHC) are committed to ensuring that low-income pregnant, breastfeeding, and postpartum women, infants, and children up to age 5 residing in Southern Sonoma County, have access to the comprehensive range of WIC nutrition services and PHC's health care services, including medical, dental, vaccination, and optometry services, to facilitate easy access to these essential services for families;

WHEREAS the County and PHC are committed to working together and shall collaborate to share space, establish referral systems, and ensure the provision of full support to enhance the well-being of women, infants, and children;

NOW, THEREFORE the County and PHC enter into this MOU to co-locate County Department of Health Services' Women, Infants and Children (WIC) services at Petaluma Health Center's primary location of 1179 North McDowell Boulevard, Petaluma, California 94954 with the understanding that the parties further intend to establish the roles and responsibilities, including the sharing of WIC Office space, developing referral systems, and providing WIC services and PHC health care services for qualified residents of Petaluma and Southern Sonoma County.

**1. Definitions**

**WIC Office Space:** A self-contained area that consists of 870 square feet of reception, waiting, vitals, and other work areas, 2 offices, and storage room located at 1179 North McDowell Boulevard, Petaluma, California 94954. Refer to Exhibit A (WIC Office Space) for a space diagram.

**2. DHS Roles and Responsibilities**

2.1. County's Department of Health Services (hereinafter "DHS") shall provide its staff to deliver WIC services at PHC's WIC Office Space per DHS's direction within the agreed-upon operating hours of the WIC Office Space. These WIC services shall be made available to all Petaluma residents who are eligible for WIC. Refer to Exhibit B for the WIC Office Space's hours and recognized holidays. Any changes in the agreed-upon WIC hours of operation need to be reviewed and approved in advance by both DHS and PHC staff.

2.2. DHS shall, independently of PHC, make arrangements for data and phone.

2.3. During its tenure at PHC, DHS shall use its best efforts to maintain the WIC Office Space and alert PHC's Facilities Manager in a timely manner if any problems arise.

2.4. In consideration for using PHC's facilities free of charge (except as described in Section 4 "Payment" or Section 2.2, DHS shall agree to the following:

- DHS shall collaborate with PHC's Dental department to ensure that every child,

including every infant before they turn one year of age, that is receiving WIC benefits has a trusted source of dental services (“a dental home”) and receives a dental evaluation. WIC staff shall refer any child who is in need of dental services to PHC’s dental department in an effort to improve the oral health status of low-income children in our community. Similarly, WIC staff shall ensure that every low-income pregnant, breastfeeding, and postpartum woman shall be referred to PHC’s Dental program to receive dental care and to prevent negative health outcomes, unless they are already under the care of a dentist.

- DHS shall also collaborate with PHC to screen every WIC participant to ensure they have access to medical, comprehensive perinatal and postpartum services, vision services, immunization services, etc., and work with PHC operations staff to make appropriate and effective referrals to PHC.
- If DHS wants to use the WIC Office Space outside of WIC's operating hours as specified in Exhibit B (WIC Office Space's Hours of Operations and Holidays), then DHS shall ask PHC for permission to use the WIC Office Space outside of those hours. PHC reserves the option to grant or not grant WIC's requested use of the WIC Office Space outside WIC's operating hours.
- DHS and PHC agree to share the WIC Office Space. DHS WIC has an established schedule that it shall share with PHC highlighting days of extended operations, including the second Wednesday of each month when WIC operates until 6:30 PM. DHS and PHC shall engage in proactive schedule coordination to ensure seamless operations and mitigate any potential conflicts, and ensure cleanliness and accessibility of the shared space.

### 3. PHC Roles and Responsibilities

3.1. PHC shall make the shared WIC Office Space available to County for the purpose of County delivering WIC services during the agreed-upon operating hours specified in Exhibit B (WIC Office Space's Hours of Operations and Holidays).

3.2. PHC shall utilize and share the WIC Office Space with the County during the agreed-upon operating hours specified in Exhibit B (WIC Office Space's Hours of Operations and Holidays) for the provision of health care services, primarily but not limited to immunization services.

3.3. PHC shall collaborate with WIC to develop systems and protocols to ensure that every child has access to a dental provider and receives a dental evaluation before they turn one year of age. PHC shall collaborate with WIC to facilitate referrals for any child who is in need of dental services in an effort to improve the oral health status of low-income children in our community. Similarly, PHC shall collaborate with WIC to develop systems and protocols to ensure that every low-income pregnant, breastfeeding, and postpartum woman shall be referred to PHC’s Dental program to receive dental care and prevent negative health outcomes unless they are already under the care of a dentist.

3.4. PHC shall also collaborate with WIC to develop systems and protocols to screen every WIC participant to ensure they have access to medical, comprehensive perinatal and postpartum services, vision services, immunization services, etc., and make appropriate referrals to PHC.

3.5. PHC shall provide health care staffing and necessary supplies, including immunization supplies, to provide health care services in WIC Office Space when WIC is closed.

3.6. PHC shall maintain a limited inventory of supplies and crash cart in the WIC Office Space, and shall ensure that services meet Joint Commission Accreditation standards of patient safety.

3.7. If PHC wants to use the WIC Office Space outside of WIC's operating hours as specified in Exhibit B (WIC Office Space's Hours of Operations and Holidays), then PHC shall notify WIC of its intention to use the WIC Office Space at least 30 days prior.

3.8. PHC shall provide WIC with access to meeting rooms (depending on availability), the demonstration kitchen (depending on availability), staff bathrooms, and staff break room, including the staff breakroom refrigerator.

3.9. PHC shall issue parking tags to WIC staff, who are to park at the New Life Church parking lot in areas designated for PHC staff and tenant parking.

3.10. PHC shall issue security badges to WIC staff as necessary to provide access to the WIC Office Space.

3.11. PHC shall respond to facility requests from WIC and designated DHS staff and repair the physical plant as it deems necessary.

3.12. On behalf of DHS, PHC shall arrange for cleaning of WIC Office Space with PHC's janitorial vendor, the details of which shall be defined by WIC and the costs for which shall be directly passed on to DHS. At this time, the PHC janitorial vendor is quoting \$148 per month to clean the WIC Office Space 3 days per week.

3.13. PHC shall provide utilities (electric and gas) for WIC Office Space. The \$144 per month charge is based on 870 square feet of occupied space for usage 3 days per week and shall be passed on to DHS.

#### 4. Payment

County shall reimburse PHC at the rate of \$292 per month for janitorial and utilities costs as defined in Sections 3.12 and 3.13 above. These rates shall be adjusted whenever WIC usage changes or PHC's janitorial service adjusts its rates. Minimally, the janitorial and utilities rates shall be reviewed and appropriately adjusted annually in January of each calendar year that the MOU is in effect.

In no event shall County be obligated to pay PHC more than the total sum of \$17,520 under the terms and conditions of this MOU.

PHC shall submit its bills on a quarterly basis on a form provided by DHS that has been approved by County's Auditor and the Head of County's DHS. County's payments shall be due quarterly (i.e., January 1, April 1, July 1, and October 1) starting July 1, 2025.

PHC shall send invoices to the following address:

Aileen Rodriguez

WIC Program Manager

Public Health Division – WIC County of Sonoma

Department of Health Services

County of Sonoma

1450 Guerneville Road

Santa Rosa CA 95403

County shall send payments to the following address:

Accounts Receivable

Petaluma Health Center

1016 Clegg Court

Petaluma CA 94954

## 5. Notices

PHC shall send notices to the following address:

Aileen Rodriguez

WIC Program Manager

Public Health Division – WIC County of Sonoma

Department of Health Services

County of Sonoma

1450 Guerneville Road

Santa Rosa CA 95403

County shall send notices to the following address:

Pedro Toledo

CEO

Petaluma Health Center

1179 North Petaluma Blvd.

Petaluma CA 94954

## 6. Performance Standards

There are no performance standards associated with this MOU. However, both parties agree to meet at least quarterly to review operations, patient access, and adjust processes as needed.

## 7. Term of MOU

7.1. The term of this MOU shall be from April 1, 2025 through March 31, 2030.

7.2. Either party may terminate this MOU for convenience and without cause upon 30 days' advance written notice. In the event of such termination, neither party is entitled to further compensation except as outlined in Article 4 herein.

## 8. Insurance

With respect to performance of work under this Agreement, PHC shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit C (County's Insurance Requirements of PHC), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

**9. Confidentiality**

Both parties agree to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations.

**10. Dispute Resolution**

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

**11. Indemnification**

Each party agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release the other party (including in the case of County its supervisors, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities, or expenses (including costs and attorney fees) that may be asserted by any person or entity, resulting from the party's acts, errors, omissions, and/or willful misconduct arising out of or in connection with the performance of this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for either party or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification provision survives termination of this Agreement with respect to issues arising hereunder.

**12. Statutory Compliance/Living Wage Ordinance**

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement shall be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

**13. Merger**

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

**PETALUMA HEALTH CENTER:**

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Pedro Toledo, CEO  
Petaluma Health Center

Dates

**COUNTY OF SONOMA:**

Approved; Certificates of Insurance on File with County:

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Nolan Sullivan, Director  
Department of Health Services

Dated

Approved as to Substance:

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Division Director or Designee

Dated

Approved as to Form:

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Sonoma County Counsel

Dated

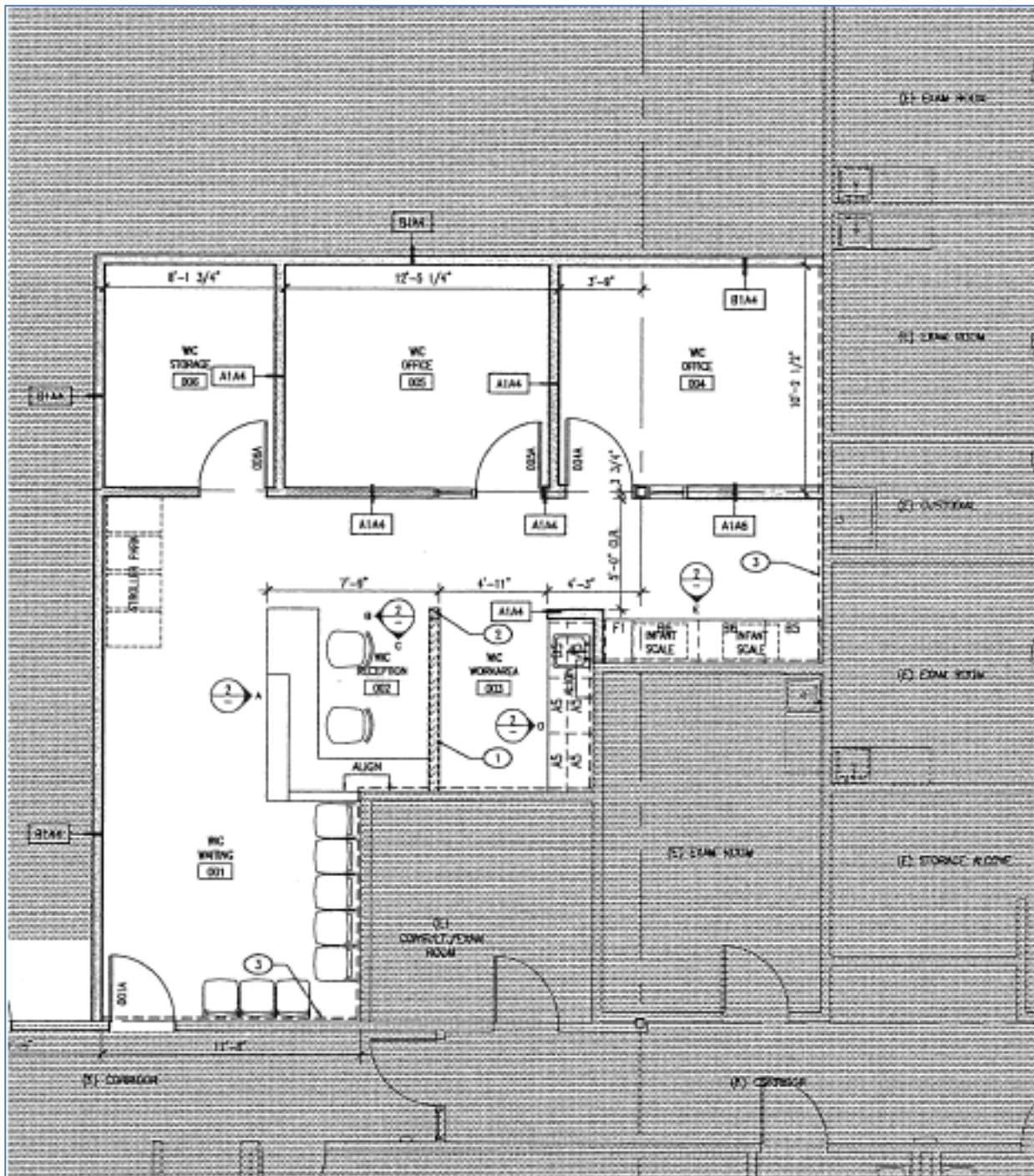
Approved as to Substance:

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Privacy & Security Officer or Designee

Dated

## **Exhibit A. WIC Office Space**



**Exhibit B. WIC Office Space's Hours of Operations and Holidays****DHS Utilization of Shared WIC Office Space Hours of Operation**

DHS shall provide WIC services in the shared WIC office space per the following schedule:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
N/A	N/A	8am–5pm 10am–7pm*	8am–5pm	8am–5pm	N/A	Closed

\*Second Wednesday of each month 10:00 am to 7:00 pm.

**PHC Utilization of Shared WIC Office Space Hours of Operation**

PHC reserves the right to provide immunizations services in the shared WIC office space during the following schedule:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
8am–8pm	8am–8pm	5:00pm–8pm	5:00pm–8pm	5:00pm–8pm	8am–5pm	Closed

Any changes in the agreed-upon WIC hours of operation need to be reviewed and approved in advance by both WIC and PHC staff. WIC and PHC shall endeavor to notify one another of any changes in its hours of operation at least 30 calendar days before such changes.

**PHC Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

PHC reserves the right to close on days other than weekend days and holidays as needed for trainings or for other reasons. PHC shall endeavor to notify WIC that it will be closed on a day other than a weekend day or a holiday at least 10 calendar days in advance.

**Exhibit C. Insurance Requirements**

(Risk-Tailored July 14, 2025)

**Insurance Requirements – County of Sonoma**

The County of Sonoma maintains a self-insurance program, which satisfies the insurance requirements set forth herein. Petaluma Health Center, Inc. (PHC) acknowledges and agrees that the County's Certificate of Insurance (COI) evidencing self-insurance shall be deemed sufficient to meet these requirements.

*Note: As a self-insured public entity, the County cannot provide additional insured status, as this designation is only applicable under commercial insurance policies.*

**1. Workers' Compensation and Employers Liability**

- a. The County shall maintain **Workers' Compensation Insurance** with statutory limits as required by the California Labor Code.
- b. The County shall maintain **Employers Liability Insurance** with minimum limits of:
  - \$1,000,000 per Accident
  - \$1,000,000 per Employee for Disease
  - \$1,000,000 per Policy for Disease
- c. **Evidence of Coverage:** County shall provide a Certificate of Insurance

**2. General Liability**

- a. The County shall maintain **General Liability coverage** on an occurrence basis with coverage at least as broad as ISO form CG 00 01.
- b. **Minimum Limits:**
  - \$1,000,000 per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
- c. Any self-insured retention is the sole responsibility of the County.
- d. The County's liability coverage shall apply to liability arising out of its use of PHC's premises under this MOU.
- e. The County's coverage shall be **primary and non-contributory** with respect to any coverage maintained by PHC.
- f. Coverage shall include a "**separation of insureds**" or "**severability of interests**" clause.

**3. Documentation**

- a. The County shall provide acceptable **evidence of insurance** through its Certificate of Insurance to PHC prior to execution of the MOU.
- b. The County agrees to maintain current and valid evidence of coverage for the duration of this MOU.

## **Insurance Requirements – PHC**

Petaluma Health Center, Inc. (PHC) shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

### **1. Workers' Compensation and Employers' Liability Insurance**

- a. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers' Liability Insurance with minimum limits of:
  - \$1,000,000 per Accident
  - \$1,000,000 per Employee for Disease
  - \$1,000,000 Policy Limit for Disease
- c. Required Evidence of Insurance: Certificate of Insurance.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits:
  - \$1,000,000 per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
- c. Any deductible or self-insured retention shall be disclosed on the Certificate of Insurance. PHC is responsible for any applicable deductible or self-insured retention.
- d. The "County of Sonoma, its officers, agents and employees" shall be endorsed as additional insureds for liability arising out of the County's use of PHC's premises under this MOU.
- e. The insurance provided to the additional insureds shall be primary and non-contributory with any insurance maintained by them.
- f. The insurance shall cover inter-insured suits and include a "separation of insureds" or "severability" clause, treating each insured individually.

#### **g. Required Evidence of Insurance:**

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

### **3. Documentation**

- a. PHC shall submit the required Evidence of Insurance to the County prior to execution of this MOU.
- b. PHC agrees to maintain current and valid Evidence of Insurance throughout the term of this MOU.