

***Clinica de Salud Del Valle de Salinas***  
**and**  
**County of Monterey, on behalf of the Monterey County Health Department, Public Health Bureau – Oral Health Program Agreement**

This Agreement (AGREEMENT) is entered into between Clinica de Salud del Valle de Salinas (hereinafter “CSVS”) and the County of Monterey, on behalf of the County Health Department, Public Health Bureau (County) from April 22, 2019 to June 30, 2023. Each signatory to this Agreement may be referred to as a “Party,” and collectively as “Parties”.

WHEREAS, County operates the Oral Health Program, a Bureau/Program of the Health Department that promotes and facilitates oral health services, education and prevention for high risk Monterey County children and their parents;

WHEREAS, County receives Oral Health Program grant funds from the California Department of Public Health to assess the oral health needs of the community, develop a strategic action plan to meet those needs, and implement the plan through evidence-based or evidence-informed programs;

WHEREAS, County believes that partnering with a local primary care provider of oral health services to promote and facilitate access to dental care for low-income students at schools is a strategic priority to address the oral health needs of the community;

WHEREAS, CSVS, a California nonprofit corporation, is a federally qualified health center with an established history of providing primary care, including oral health services, in Monterey County to population with access-to-care challenges;

WHEREAS, in the interest of collaborating for more effective oral health services, County and CSVS agree to work together to serve the oral health needs of Monterey County residents; and

WHEREAS the Parties desire to enter into an agreement that clearly defines the roles and responsibilities of each Party with respect to the implementation of a program that links primary care service providers with schools and/or school-based clinics.

**ARTICLE I**  
**TERM AND TERMINATION**

- 1.1** **Term.** This Agreement shall become effective on April 22, 2019 (“Effective Date”), and shall continue until June 30, 2023 (the “Expiration Date”), subject to the termination provisions of this Agreement.
- 1.2** **Termination for Cause.** Either Party shall have the right to terminate this Agreement upon breach of this Agreement by the other Party where the breach is not cured within thirty (30) calendar days after one Party gives written notice of the breach to the other Party.

**1.3 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective thirty (30) calendar days after written notice of termination is given to the other Party.

**1.4 Renewal.** This Agreement may be renewed by mutual written agreement.

**1.5 Notices:** Notices to the parties in connection with this AGREEMENT shall be given by email as follows:

**County of Monterey**  
Michelle House  
Health Program Coordinator  
Email: HouseM@co.monterey.ca.us  
Phone: 831-755-4607

**Clinica de Salud Del Valle de Salinas**  
Dr. Maximiliano Cuevas, M.D.,  
Email: mcuevas@csvs.org  
Phone: (831)757-8689

## **ARTICLE II RESPONSIBILITIES**

### **2.1 COUNTY Responsibilities:**

County shall:

- Establish partnerships within K-6<sup>th</sup> schools in order to provide linkages to dental services.
- Build infrastructure and compliment the work CSVS is doing with the community.
- Purchase products such as portable sealant systems, portable dental chairs, carrying cases for the portable chairs, smart LED sealant curing light, fluoride varnish and/or sealant, toothbrushes, floss and toothpaste.
- Coordinate oral health screenings and administering of fluoride varnish and/or sealants on school sites.
- Collaborate with CSVS to create educational materials.
- Assist with school based health education in advance of oral health screening events.
- Coordinate a Monterey County media campaign that encourages the use of 211 services to establish a dental home.

### **2.2 CSVS Responsibilities:**

CSVs shall:

- Provide dental staff to participate in oral health screenings, fluoride varnish, and/or sealants & retention checks two to four times a year at K-6<sup>th</sup> grade school sites. The number of school sites is based on the capacity of the LOHP budget to support oral health events but shall not exceed four school site dental visits by CSVS dental personnel per month.
- Utilize the dental products such as fluoride varnish and/or sealant, toothbrushes, floss and toothpaste provided by County.
- Collaborate with County to draft educational materials, which shall be printed and produced by County at County's expense.

- Establish referral process to connect students and their parents with appropriate dental service providers based on family's needs, including referral to dental services provided by CSVS.

### ARTICLE III INSURANCE/INDEMNIFICATION

**3.1** "Each Party, at its sole cost and expense shall obtain, keep in force and maintain insurance as follows:

- a. **Professional Medical/Dental Liability Insurance or Self-Insurance.** Each Party shall maintain insurance or a self-insurance program with financially-sound and reputable companies. Except to the extent that CSVS's activities are included in coverage provided by the Federal Tort Claims Act ("FTCA"), each Party shall carry healthcare entity comprehensive liability coverage with minimum limits of \$1 Million (\$1,000,000) per occurrence and general aggregate of \$3 Million (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this AGREEMENT. In the event that a claims-made policy is canceled or non-renewed, then each Party shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. At any time during the term of this AGREEMENT, if CSVS is not covered under the Federal Tort Claims Act ("FTCA"), CSVS shall obtain and maintain, at CSVS sole cost and expense, professional liability insurance covering CSVS and its employees in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,00) in the aggregate per year. Such insurance shall be primary with respect to covering the acts and omissions of CSVS employees. Notwithstanding the foregoing, the above insurance requirements in this subsection shall be deemed satisfied by CSVS with respect to FTCA covered individuals acting within their scope of employment and performing functions within the scope of CSVS' approved Federal section 330 grant project for as long as CSVS continues to be deemed a covered entity under Section 224(a) of the Public Health Services Act entitled to liability protection under the FTCA. CSVS represents and warrants that FTCA coverage is occurrence-based coverage.
- b. **General Liability Insurance** with minimum limits of \$1,000,000 each occurrence and a general aggregate of at least \$3 Million (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this AGREEMENT. The insurance shall have a retroactive date prior to or coinciding with the effective date of this AGREEMENT.

**3.2** **Workers Compensation Insurance** in a form and amount covering each Party's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

It should be expressly understood, however, that the coverages required under this AGREEMENT shall not in any way limit the liability or indemnity obligation of either Party.

Prior to the execution of the AGREEMENT, each Party shall furnish, upon request, the other Party with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day's advance written notice to the other Party of any modification, change or cancellation of any of the above insurance coverages."

Except for ten (10) days' notice of non-payment, the Parties will require 30 days' written notice if the policy is canceled, non-renewal, or coverage/limits that are reduced or materially altered.

### **3.3 Mutual Indemnification:**

The County shall indemnify, defend, and hold harmless CSVS, the students being treated, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of CSVS and/or the students being treated, its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CSVS. The County shall reimburse CSVS for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claims or losses for which the County is obligated to indemnify, defend and hold harmless CSVS under this Agreement.

CSVs shall indemnify, defend, and hold harmless the County, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by CSVS and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. CSVS shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CSVS is obligated to indemnify, defend and hold harmless the County under this Agreement.

## **ARTICLE IV FEDERALLY QUALIFIED HEALTH CENTER**

**4.1** "Federally Qualified Health Center (FQHC) clinics are required by the Health Resources and Services Agency (HRSA) under Section 330(k) (3) (G) of the PHS Act and 42 CFR Part 51c.303 (f) to prepare a schedule of fees or payments for the provision of its services consistent with locally prevailing rates or charges and designed to cover its reasonable costs of operation.

Sliding Scale Discount Fees shall be available for patients who are uninsured or underinsured and are at or below 200% of the Federal Poverty Level to assist with the costs of their care.

Individuals and families who are at or below 200% will be offered the discount based on their income and family size. Underinsured individuals who have or are eligible for public or private health insurance also qualify for the SFDS based on income and family size. These underinsured individuals may not pay more than uninsured patients in the same income category."

**ARTICLE V  
MISCELLANEOUS**

- 5.1** This AGREEMENT does not include exchange of funds between Parties except that CSVS can bill patient's insurer for any dental services provided at a CSVS clinic location and, pursuant to the discount scale specified in Section 4.1, above, may bill patients for care provided under this Agreement.

**ARTICLE VI  
CONFIDENTIALITY**

- 6.1** **Confidentiality of Health Records:** The parties acknowledge that the U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created, or maintained by certain entities, including healthcare providers (the "HIPAA Privacy Rule"). It is not currently anticipated that any individually identifiable health records will be made available to, or used by, the County. If at any time such records are available to the County it is understood that the County will enter into a Business Associate Agreement that complies with the requirements of the HIPAA Privacy Rule.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority specified as follows:

COUNTY

Clinica de Salud Del Valle de Salinas


By: \_\_\_\_\_  
Elsa Jimenez, Director of Health

By:   
Maximiliano Cuevas, MD, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By:   
Deputy County Counsel

By: \_\_\_\_\_

Date: 4/25/19

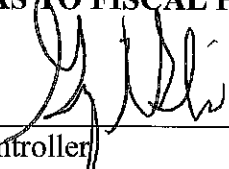
Date: \_\_\_\_\_

**APPROVED AS TO RISK:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

By:   
Auditor-Controller

Date: 4-24-19