

Clinica de Salud Del Valle de Salinas
and
**County of Monterey, on behalf of the Monterey County Health Department, Public
Health Bureau – Women, Infant, and Children (WIC) 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 (MCHD-PH or COUNTY) from April 22, 2019 to June 30, 2020. Each signatory to this Agreement may be referred to as a “Party,” and collectively as “Parties”.

WHEREAS, MCHD-PH-WIC Program, a Bureau/Program of the Health Department is a federally-funded program that provides nutritious foods, nutrition education, breastfeeding support, and referrals to health care and social services in Monterey County, and

WHEREAS, CSVS, a California nonprofit corporation, is a federally qualified health center providing primary care in Monterey County, and

WHEREAS, in the interest of collaborating for more nutrition education services, MCHD-PH WIC Program and CSVS will work together to expand access of WIC approved prenatal/breastfeeding classes to eligible Monterey County residents.

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 nutrition education program that follows specific guidelines outlined by the California WIC program.

**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, 2020 (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
Janet Vaughan
Health Program Coordinator
E-mail: Vaughanjc@co.monterey.ca.us
Telephone: 831-796-2866

Clinica de Salud Del Valle de Salinas
Maximiliano Cuevas, MD, FACOG
Chief Executive Officer
Email: mcuevas@csvs.org
Phone: (831)757-8689

ARTICLE II RESPONSIBILITIES

2.1 COUNTY Responsibilities:

County shall:

- Provide the curriculum, training materials, and patient education materials to CSVS for each of the three (3) prenatal/breastfeeding classes.
- Plan for and conduct training for a minimum of once per month, for each of the three (3) classes, co-teach each of the three (3) classes with CSVS staff, and observe and evaluate each of the three (3) classes taught solo by CSVS staff.
- Document WIC approved health program nutrition education contacts in WIC management information system.
- Provide all appropriate WIC prenatal clients the option to attend classes at CSVS, and schedule according to their wishes and nutrition education plan.
- Provide staff at CSVS sites to issue WIC vouchers at pre-approved class dates/times, Monday through Thursday, with start times between 8:30 a.m. and 5:00 p.m. If WIC is unable to send staff to CSVS at the time of the class, WIC will obtain client consent forms from CSVS and mail vouchers to attendees within two (2) business days.
- Provide locking storage cabinet to store WIC class materials.
- Provide additional locking storage cabinet for WIC equipment if needed for issuing vouchers.

2.2 CSVS Responsibilities:

CSVS shall:

- Select and coordinate training for a minimum of two (2) staff members assigned to teach the classes. CSVS staff must be fluent and literate in English and Spanish and be certified as a CPSP provider.
- For each class curriculum, CSVS staff will attend one 2-hour training session; one mentored class session where class is dually taught by WIC and CSVS; and 1-2 classes, taught solo by CSVS, which are observed and evaluated by WIC staff.
- Ensure that a WIC curriculum-trained bilingual English/Spanish community health worker will be available to teach the designated classes at CSVS site on scheduled dates.
- Assign a trained alternate if scheduled staff calls in sick.
- Accept all WIC-eligible attendees who present for the class, even if they are not CSVS clients.
- Greet and register clients who present for class and individual appointments.
- Take all responsibility for billing MediCal CPSP for group education.

- Request each WIC client attending a WIC-approved class to sign a consent giving permission to CSVS to share with WIC their name, date of birth, telephone number, WIC ID number, and type and date of class attended. All such information shall, to the extent required by law, be treated as confidential under the requirements HIPAA, as described in section 5.1, below.
- Provide space to WIC for storage cabinet for class materials. Only CSVS teaching staff will have access to class cabinet; no other CSVS staff will have access to the WIC voucher cabinet.

ARTICLE III INSURANCE/INDEMNIFICATION

3.1 Each Party, at its sole cost and expense shall insure its activities in connection with this AGREEMENT, and shall obtain, keep in force and maintain insurance as follows:

- a) Professional Medical/Dental Liability Insurance or Self-Insurance. 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 (\$3,000,000) 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 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, or under alternative benefits precludes a remedy under the FTCA. CSVS represents and warrants that FTCA coverage is occurrence-based coverage.
- b) General Liability Insurance. Each Party shall maintain 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.
- c) Workers Compensation Insurance. For each Party, if the Party employs others in the performance of this AGREEMENT, workers' compensation coverage will be maintained 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 of policy cancellation, non-renewal, or if coverage/limits are reduced or materially altered.

3.2 Mutual Indemnification:

The COUNTY shall indemnify, defend, and hold harmless CSVS, 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 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 litigation in 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 MISCELLANEOUS

4.1 This AGREEMENT does not include any exchange of funds between Parties.

4.2 Nothing in this AGREEMENT should be construed to preclude CSVS from billing a patient's insurer, including private insurance and/or a government health benefits program, as applicable, for any services provided at a CSVS clinic location.

4.3 **No Requirement to Refer:** Neither Party is required to refer patients to the other Party for health care services in connection with this AGREEMENT. Each Party shall exercise its own

independent medical judgment to determine whether a patient referral is necessary and appropriate.

**ARTICLE V
CONFIDENTIALITY**

5.1 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”). The Parties agree to comply with all applicable requirements of the HIPAA Privacy Rule in the event that they exchange any protected health information.

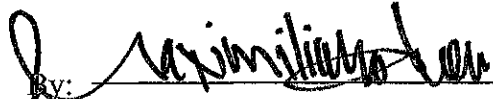
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority specified as follows:

COUNTY

Clinica de Salud del Valle de Salinas

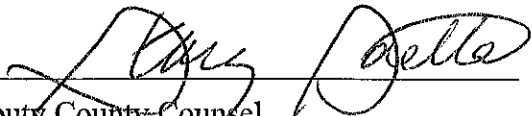
By: _____
Elsa Jimenez, Director of Health

By: 
Maximiliano Cuevas, MD, FACOG
Chief Executive Officer

Date: _____

Date: 4/4/2019

APPROVED AS TO LEGAL FORM:

By: 
Deputy County Counsel

By: _____

Date: 4/25/19

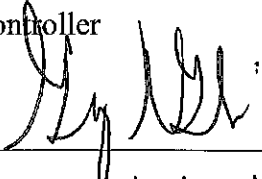
Date: _____

APPROVED AS TO RISK:

By: _____
Risk Management

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By: Auditor-Controller

Date: _____
4/27/19