

***Clinica de Salud Del Valle de Salinas***  
**and**  
**County of Monterey, on behalf of the Monterey County Health Department**  
**Whole Person Care Pilot Program Coordination Agreement**

This Whole Person Care Pilot Program Coordination 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, Administration Bureau (COUNTY) for a term from April 10, 2019 to December 30, 2020. Each signatory to this AGREEMENT may be referred to as a “Party,” and collectively as “Parties”.

WHEREAS, COUNTY administers the Whole Person Care Pilot Program (“WPC Pilot”), which coordinates physical health, behavioral health, and social services for vulnerable Medi-Cal beneficiaries who are high users of multiple systems and continue to have or are at risk of poor health outcomes (“WPC Enrollees”), and

WHEREAS, the administration of the WPC Pilot involves identification and enrollment of eligible WPC Enrollees, and the establishment of processes to ensure that WPC Enrollees receive appropriate primary and specialty health care services, and

WHEREAS, the COUNTY has identified a need for WPC Enrollees to receive timely primary and oral health services from qualified providers, and

WHEREAS, CSVS, a California nonprofit corporation, is a federally qualified health center providing primary care in Monterey County and serving patients who may be eligible to become WPC Enrollees, and

WHEREAS, in the interest of collaborating for more effective primary and specialty health services, COUNTY and CSVS hereby agree to work together to serve the chronic health conditions and wound care needs of Monterey County WPC Enrollees.

THEREFORE, the Parties enter into this AGREEMENT to define the roles and responsibilities of each Party with respect to their collaboration on WPC Pilot activities.

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

- 1.1 Term.** This AGREEMENT shall become effective on April 10, 2019 (“Effective Date”), and shall Continue until December 30, 2020 (the “Expiration Date”), subject to the termination and renewal provisions of this AGREEMENT.
- 1.2 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.
- 1.3 Renewal.** This AGREEMENT may be renewed by mutual written agreement.
- 1.4 Notices:** Notices to the Parties in connection with this AGREEMENT shall be given by email as

follows:

**County of Monterey, Health Department**  
Patricia Zerounian, MPP  
Whole Person Care Manager  
zerounianp@co.monterey.ca.us  
831-755-4583

**Clinica de Salud Del Valle de Salinas**  
Maximiliano Cuevas, M.D., FACOG  
Chief Executive Officer  
mcuevas@csvs.org  
831- 757-8689

## **ARTICLE II RESPONSIBILITIES**

### **2.1 COUNTY Responsibilities:**

COUNTY shall:

- Strengthen relationships and increase communication between COUNTY Public Health. Nurse Case Managers and CSVS case managers/medical staff in connection with care for WPC Enrollees.
- Confer with CSVS case managers/medical staff for the benefit of the WPC Enrollee linkage to mental health, social services, housing supports, and life skills training.
- Meet with CSVS case managers/medical staff at monthly WPC Pilot social/clinical case management meetings to review pre-identified WPC Enrollees and conduct individualized planning.
- Collaborate with CSVS case managers/medical staff at monthly (by invitation) WPC Enrollee case reviews.
- Accept and process WPC Enrollee screening forms from CSVS.

### **2.2 CSVS Responsibilities:**

CSVS shall:

- For individuals identified as potentially eligible to become WPC Enrollees, complete and promptly submit to COUNTY WPC Enrollee screening forms using the designated forms provided by COUNTY.
- Provide primary and oral health services to WPC Enrollees referred by COUNTY within ten (10) days of receiving the request.

### **2.3 Confidentiality and Records**

#### **a. Confidentiality**

All Parties to this AGREEMENT and their employees, agents and contractors providing services under this AGREEMENT shall comply with all applicable provisions of law which provide for the confidentiality of records and prohibit their exposure for any purpose not directly connected with the administration and provision of medical and dental care and public social services. Confidential medical or personnel records and the identities of clients shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either Party from access to any such records, and from

contact with its clients shall be used by either Party only to conduct the program under this AGREEMENT and in accordance with applicable law. The Parties and their representatives shall have access to such confidential information and records only to the extent allowed by law, and such information and records in the hands of the either Party shall remain confidential and may be disclosed only as permitted by law.

**b. Maintenance of Records**

The Parties shall prepare, maintain, and preserve all reports and records that may be required by Federal, State and County rules and regulations related to services performed under this AGREEMENT. The Parties shall maintain such records for a period of seven years after treatment is concluded under this AGREEMENT, or if litigation related to this AGREEMENT is pending at the end of the seven-year period, then the Parties shall retain said records until the end of such litigation.

**c. Access to and Audit of Records**

COUNTY shall have the right to examine and audit all WPC-referred patient service records only in connection with its work under this AGREEMENT. CSVS shall permit the COUNTY and the State or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records related to this AGREEMENT. This AGREEMENT is subject to the examination and audit of the State Auditor, at the request of the COUNTY or as part of any audit by the COUNTY, for a period of seven years after after termination of this AGREEMENT.

- 2.4 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 III INSURANCE AND INDEMNIFICATION

- 3.1** Each Party shall maintain in effect throughout term of this AGREEMENT a policy or policies of insurance or self-insurance with the following minimum limits of liability:
- 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 (\$3,000,00) 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 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:**

COUNTY hereby agrees to indemnify, defend, and save harmless CSVS and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this AGREEMENT.

CSVS hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by CSVS or CSVS's

officers, agents, and employees in connection with the performance of this AGREEMENT.

#### **ARTICLE IV FUNDING**

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

(The remainder of this page is intentionally left blank.)

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: 

President or designee

Date:

Date: 4/6/2019

**APPROVED AS TO LEGAL FORM:**

  
Deputy County Counsel

By:

Date:

4/15/19

Date:

**APPROVED AS TO RISK:**

By:

Risk Management

Date:

**APPROVED AS TO FISCAL PROVISIONS:**

By: *J. Mascu*

Auditor-Controller

Date: *4/22/2019*