

**AFFILIATION AGREEMENT BETWEEN
MONTEREY COUNTY HEALTH DEPARTMENT
AND
CLINICA DE SALUD DEL VALLE DE SALINAS**

This Agreement is made and entered into by and between the Monterey County Health Department, hereinafter referred to as "COUNTY", and Clinica de Salud del Valle de Salinas, hereinafter referred to as "CSVS".

RECITALS

WHEREAS, CSVS and COUNTY have partnered over the past eight years and share a mission to serve the medically underserved and underinsured; and

WHEREAS, CSVS and COUNTY recognize in order to increase access to care and quality of care for their patients, clinics need to establish meaningful collaborations with hospitals, county health systems, and other clinics; and

WHEREAS, COUNTY has undertaken a substantial outreach effort to communities throughout Monterey County in developing its Strategic Health Plan for 2011-2015. This "...plan proposes a novel systems integration for Monterey County with a focus on prevention that advocates Health in All Policies, a "whole government" approach to health"; and

WHEREAS, CSVS and COUNTY shall work together in partnership along with other health provider groups and institutions to develop a responsive system of care in order to meet the needs of Monterey County residents and expand access in executing the objectives recommended in the Strategic Health Plan and in anticipation for healthcare reform in 2014; and

WHEREAS, COUNTY operates community clinics certified by the State of California under the provisions of Health & Safety Code 1206 (b) and have been designated as Federally Qualified Health Center Look-Alikes. Under the direction of the Health Department and governance of the Community Health Center Board, the clinics located in Seaside, Marina and Salinas provide preventive, primary, and specialty medical care services. These FQHC clinics offer a sliding fee scale and are committed to serving primarily low-income residents and the medically underserved, many of who are eligible for Medi-Cal, Medicare and other public health care assistance programs; and

WHEREAS, CSVS is an FQHC of eight clinics with locations in Salinas, Castroville, Chualar, Greenfield, King City and Soledad, has a mobile medical and dental van for serving the homeless, and is the largest health care network providing comprehensive primary health care services in Monterey County. Each clinic is dedicated to providing quality comprehensive medical and dental care to the population it serves, with an emphasis on farm worker families and the agricultural community. CSVS maintains a sliding fee scale and delivers services in areas with the most need; and

WHEREAS, CSVS and COUNTY share a mission to provide health care services to the medically underserved and underinsured population. Both parties will work collaboratively to provide access to timely health care services to achieve the best health outcomes through delivering a quality of care that is effective, safe, patient-centered, culturally competent, equitable, and efficient, to patients; and

WHEREAS, CSVS and COUNTY understand capacity affects access to care and quality of care and, with healthcare reform in 2014, health coverage will expand. COUNTY and CSVS have formed a working group to begin developing a plan for integrating health care services of both provider networks, hospitals and other key provider groups in the County of Monterey to effectively and efficiently be able to meet expansion needs identified in the Strategic Plan and required by federal health care reform. As a beginning phase of this integration initiative the following activities shall be undertaken by COUNTY and CSVS.

1.0 PERFORMANCE OF THE AGREEMENT

CSVS

- 1.1 CSVS shall provide Dental Care Services to COUNTY patients as referred to CSVS in areas identified as having “service gaps”;
- 1.2 CSVS shall support the County application to the federal government to expand primary care residency at Natividad Medical Center campus, building 400;
- 1.3 CSVS shall support the relocation of the County’s Alisal Clinics to a location proximate to existing location, and will work with the COUNTY to minimize any conflicts with health care services provided at CSVS and County clinic site;
- 1.4 CSVS shall coordinate ongoing health care needs assessment with County to insure maximum access for underserved populations;
- 1.5 CSVS and COUNTY shall confer with one another when submitting any new application for FQHC clinic designation (Look-A-Like or Stand Alone) in any community in Monterey County not being served by a federal community health center with the intent of developing an integrated approach. Every effort shall be made to insure that collaboration and cooperation is part of the initiative and that such efforts do not undermine County stability and ability to serve working poor uninsured populations/communities that are not covered by the Affordable Care Act (ACA).

COUNTY

- 1.1 COUNTY shall support and assist in the expansion of medical and dental services in areas identified as having “service gaps” in the county that CSVS will provide direct services in those areas as determined by our joint needs assessment;

- 1.2 COUNTY shall accept referrals for pediatrics, women's health, internal medicine and specialties for which County has physician capacity;
- 1.3 COUNTY shall coordinate with CSVS in ongoing needs assessment to insure maximum access for underserved populations; and
- 1.4 CSVS and COUNTY shall confer with one another when submitting any new application for FQHC clinic designation (Look-A-Like or Stand Alone) in any community in Monterey County not being served by a federal community health center with the intent of developing an integrated approach. Every effort shall be made to insure that collaboration and cooperation is part of the initiative and that such efforts do not undermine CSVS stability and ability to serve working poor uninsured populations/communities that are not covered by the Affordable Care Act (ACA).

2.0 TERM OF AGREEMENT

- 2.1 The term of this Arrangement shall be from January 1, 2011 to December 31, 2013, unless earlier terminated. Six months prior to its ending date, the leadership of the Monterey Health Department and Clinicas del Valle De Salinas shall begin deliberations to develop the initiatives that would be undertaken for the next three years after December 31, 2013. It shall automatically renew for subsequent terms of five (5) years each unless either party gives written notice of intent not to renew at least thirty 30 days in advance of the renewal date. Neither party is required to state a reason if it elects not to renew this Agreement.
- 2.2 If either party exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or term and conditions in writing.
- 2.3 Both parties reserve the right to cancel the Agreement, or any extension of the Agreement, without cause, with a thirty (30) day written notice, or immediately with cause.

3.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT- HIPAA COMPLIANCE

The parties mutually agree to operate its business in a manner as necessary to comply with its obligations under the Health Information Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Service thereunder (collectively, the "HIPAA Standards").

4.0 NONDISCRIMINATION

During the performance of this Agreement, CSVS, and its officers, employees, agents, and subcontracts shall not unlawfully discriminate against any person because of race, religious creed,

color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CSVS's employment practices or in the furnishing of services to recipients. CSVS shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CSVS and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5.0 INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations and under this Agreement, CSVS is at all times acting and performing as an independent contractor and not as an employee of COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CSVS shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CSVS shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CSVS's performance of this Agreement. In connection therewith, CSVS shall defend, indemnify and hold COUNTY harmless from any and all liability, which COUNTY may incur because of CSVS's failure to pay such taxes.

6.0 AMENDMENTS

This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and CSVS.

7.0 COMMUNITY HEALTH CENTER BOARD

Both parties agree that this Agreement shall not supersede the authority or governance of their Community Health Center Board in managing the FQHC clinics.

8.0 NOTICES

Notices required to be given to the respective parties under this Agreement shall be deemed given by any of the following means: (1) when personally delivered to COUNTY's contract administrator or to CSVS'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this Agreement, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the

notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Director of Health

Ray Bullick

1270 Natividad Road

Salinas, CA 93906

Tel. No.: (831) 755-4526

Fax No.: (831) 755-4797

BullickR@co.monterey.ca.us

TO CSVS:

Chief Executive Officer

Maximiliano Cuevas, M.D.

440 Airport Blvd

Salinas, CA 93905

Tel No.: (831) 757-8689

Fax No.: (831) 757-6480

mcuevas@csvslink.org

IN WITNESS WHEREOF, the COUNTY and CSVS execute this Agreement as follows:

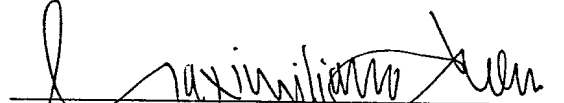
MONTEREY COUNTY



Ray Bullick
Director of Health

Dated: 2-10-12

CSVS del Valle de Salinas



Maximiliano Cuevas, M.D.
Chief Executive Officer

Date: 2/9/12

*INSTRUCTIONS: If CSVS is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CSVS is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CSVS is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.