

**Clinica de Salud del Valle de Salinas
and
the County of Monterey,
on behalf of the Monterey County Health Department, Behavioral Health Bureau
Agreement**

This Agreement is entered into between Clinica de Salud del Valle de Salinas, Inc. (CSVs) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau ("MCHD-BH") effective November 1, 2017. Each signatory to this MOU may be referred to as a "Party," and collectively as "Parties."

WHEREAS, MCHD-BH, a Bureau of the Health Department that provides behavioral health 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 effective treatment, MCHD-BH and CSVs will work together to serve CSVs patients who are residents of Monterey County whom are exhibiting mental health challenges and/or substance abuse issues that interfere with their ability to maintain good overall health.

WHEREAS the Parties desire to enter into an agreement that clearly identifies the roles and responsibilities of each Party with respect to the implementation of referral to Behavioral Health Services for CSVs patients.

**ARTICLE I
TERM AND TERMINATION**

- 1.1 **Term.** This Agreement shall become effective on November 1, 2017 (the "**Effective Date**"), and shall continue until October 31, 2018 (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.

ARTICLE II RESPONSIBILITIES

2.1. Responsibilities of MCHD-BH. MCHD-BH shall:

- Maintain all licenses, certifications or registrations, as verified through a credentialing process, in accordance with all applicable federal, state and local laws which are necessary and required to competently provide the services covered by this Agreement.
- Serve CSVS patients who are residents of Monterey County at MCHD-BH facilities and who meet the "Medical Necessity Criteria" as established in Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services (see Exhibit A).
- Refer CSVS patients who are referred to MCHD-BH and who do **not** meet the above criteria to the Central California Alliance for Health's Managed Behavioral Health Organization (Beacon Health Strategies), which is responsible for the arrangement and provision of outpatient mental health services for their members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition.
- Not discriminate by payor source.
- Document patient encounters in MCHD-BH Electronic Medical Record only.
- Submit documentation and report of patient encounter to CSVS referring physician.
- Bill State of California Med-Cal and other payors for services provided to patients referred by CSVS who meet medical necessity criteria for specialty mental health services.
- Initiate referrals back to CSVS of patients referred under this Agreement who require follow-up primary care services.
- Ensure all patients referred under this Agreement will be eligible for the following minimum discounts with respect to the referred services:
 - A full discount for individuals and families with annual incomes at or below 100 percent of the current federal poverty guidelines, except that nominal charges for service may be collected from such individuals and families where imposition of such fees is consistent with project goals;
 - Partial discounts for individuals and families with incomes above 100 percent of the current federal poverty guidelines and at or below 200 percent of the current federal poverty guidelines that adjust in accordance with income; and

- No discounts to individuals and families with annual incomes above 200 percent of the current federal poverty guidelines.

2.2. Responsibilities of CSVS. CSVS shall:

- Be responsible for the act of referral and any follow-up care provided by CSVS subsequent to the referral.
- Initiate referrals under this Agreement based on the determination of the patient's treating physician.
- Provide MCHD-BH orientation with required information confidentiality statements.
- Provide a monthly report of patient referrals to MCHD-BH.

**ARTICLE III
INSURANCE**

- 3.1 Comprehensive Liability Coverage and Professional Liability Coverage.** Each Party shall maintain insurance or a self-insurance program with financially-sound and reputable companies; each party shall carry healthcare entity comprehensive liability coverage with minimum limits of \$1 Million (\$1,000,000) per occurrence and a 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. The insurance shall have a retroactive date prior to coinciding with the effective date 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's 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 section 3.1 shall be deemed satisfied by CSVS for so 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 provided by the United States where the availability of such benefits precludes a remedy under the FTCA. CSVS represents and warrants that FTCA coverage is occurrence-based coverage.

3.2 In addition, 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:

- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- Workers' Compensation Insurance, if each Party employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

ARTICLE IV CONFIDENTIALITY

CSVS and the MCHD-BH shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "HIPAA," the obligations collectively referred to herein as "HIPAA Obligations").

ARTICLE V GENERAL PROVISIONS

5.1 PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts the MCHD-BH or CSVS from participating in similar activities with other public or private agencies, organizations, and individuals.

5.2 RESPONSIBILITY OF PARTIES: The MCHD-BH and CSVS and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

5.3 PRINCIPAL CONTACTS: The principal contacts for this Agreement are:

- **MCHD-BH Contact:** Elsa M. Jimenez, MPH, Director of Health, 1270 Natividad Rd, Salinas, CA 93906, (831) 755-4526, Jimenezem@co.monterey.ca.us
- **CSVs Contact:** Maximiliano Cuevas, MD, FACOG, Chief Executive Officer, 440 Airport Boulevard, Salinas, CA, 93905, (831) 757-8689 mcuevas@csvs.org

5.4 AUTHORIZED REPRESENTATIVES: By signature below, CSVs and MCHD-BH certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

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IN WITNESS WHEREOF, COUNTY and CSVS have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Director of Health

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Diana Jaille
Deputy County Counsel

Date: 10/18/17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 10/27/17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

LA CLINICA DE SALUD DEL VALLE DE
SALINAS

By: [Signature]
(Signature of Chair, President,
or Vice-President)*

MAXIMILIANO CUEVAS, MD, CEO
Name and Title

Date: 9/18/2017

By: [Signature]
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

HAROLD M. COY, CFO
Name and Title

Date: 9/18/17

EXHIBIT A: Medical Necessity Criteria

Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services

Section 1830.205

Medical Necessity Criteria for MHP Reimbursement of Specialty Mental Health Services.

(a) The following medical necessity criteria determine Medi-Cal reimbursement for specialty mental health services that are the responsibility of the MHP under this Subchapter, except as specifically provided.

(b) The beneficiary must meet criteria outlined in Subsections (1)-(3) below to be eligible for services:

(1) Have one of the following diagnoses in the Diagnostic and Statistical Manual of Mental Disorders, DSM-IVE, Fourth Edition (1994), published by the American Psychiatric Association:

- (A) Pervasive Developmental Disorders, except Autistic Disorders
- (B) Disruptive Behavior and Attention Deficit Disorders
- (C) Feeding and Eating Disorders of Infancy and Early Childhood
- (D) Elimination Disorders
- (E) Other Disorders of Infancy, Childhood, or Adolescence
- (F) Schizophrenia and other Psychotic Disorders, except Psychotic Disorders due to a General Medical Condition
- (G) Mood Disorders, except Mood Disorders due to a General Medical Condition
- (H) Anxiety Disorders, except Anxiety Disorders due to a General Medical Condition
- (I) Somatoform Disorders
- (J) Factitious Disorders
- (K) Dissociative Disorders
- (L) Paraphilias
- (M) Gender Identity Disorder
- (N) Eating Disorders
- (O) Impulse Control Disorders Not Elsewhere Classified
- (P) Adjustment Disorders
- (Q) Personality Disorders, excluding Antisocial Personality Disorder
- (R) Medication-Induced Movement Disorders related to other included diagnoses.

(2) Have at least one of the following impairments as a result of the mental disorder(s) listed in Subsection (b)(1) above:

- (A) A significant impairment in an important area of life functioning.
- (B) A reasonable probability of significant deterioration in an important area of life functioning.
- (C) Except as provided in Section 1830.210, a reasonable probability a child will not progress developmentally as individually appropriate. For the purpose of this Section,

a child is a person under the age of 21 years.

(3) Meet each of the intervention criteria listed below:

(A) The focus of the proposed intervention is to address the condition identified in Subsection (b)(2) above.

Section 1830.210

Medical Necessity Criteria for MHP Reimbursement for Specialty Mental Health Services for Eligible Beneficiaries Under 21 Years of Age.

(a) For beneficiaries under 21 years of age who are eligible for EPSDT supplemental specialty mental health services, and who do not meet the medical necessity requirements of Section 1830.205(b)(2)-(3), medical necessity criteria for specialty mental health services covered by this Subchapter shall be met when all of the following exist:

(1) The beneficiary meets the diagnosis criteria in Section 1830.205(b)(1),

(2) The beneficiary has a condition that would not be responsive to physical health care based treatment, and

(3) The requirements of Title 22, Section 51340(e)(3)(A) are met with respect to the mental disorder; or, for targeted case management services, the service to which access is to be gained through case management is medically necessary for the beneficiary under Section 1830.205 or under Title 22, Section 51340(e)(3)(A) with respect to the mental disorder and the requirements of Title 22, Section 51340(f) are met.

(b) The MHP shall not approve a request for an EPSDT supplemental specialty mental health service under this Section or Section 1830.205 if the MHP determines that the service to be provided is accessible and available in an appropriate and timely manner as another specialty mental health service covered by this Subchapter and the MHP provides or arranges and pays for such a specialty mental health service.

(c) The MHP shall not approve a request for specialty mental health services under this Section in home and community based settings if the MHP determines that the total cost incurred by the Medi-Cal program for providing such services to the beneficiary is greater than the total cost to the Medi-Cal program in providing medically equivalent services at the beneficiary's otherwise appropriate institutional level of care, where medically equivalent services at the appropriate level are available in a timely manner, and the MHP provides or arranges and pays for the institutional level of care if the institutional level of care is covered by the MHP under Section 1810.345, or arranges for the institutional level of care, if the institutional level of care is not covered by the MHP under Section 1810.345. For the purpose of this Subsection, the determination of the availability of an appropriate institutional level of care shall be made in accordance with the stipulated settlement in T.L. v. Belshe.

(B) The expectation is that the proposed intervention will:

1. Significantly diminish the impairment, or
2. Prevent significant deterioration in an important area of life functioning, or
3. Except as provided in Section 1830.210, allow the child to progress developmentally as individually appropriate.
4. For a child who meets the criteria of Section 1830.210(1), meet the criteria of Section 1830.210(b) and (c).

(C) The condition would not be responsive to physical health care based treatment.

(c) When the requirements of this Section or Section 1830.210 are met, beneficiaries shall receive specialty mental health services for a diagnosis included in Subsection (b)(1) even if a diagnosis that is not included in Subsection (b)(1) is also present.