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**AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA  
AND  
WORKING PARTNERSHIP USA**

AM 10:09

This is an agreement between the County of Santa Clara ("County"), dba Santa Clara Valley Health Hospital System ("SCVHHS"), and Working Partnerships USA ("WPUSA") to provide consultation services in the planning and development of a comprehensive Medical Home Model program associated with the Section 1115 MediCal Waiver's coverage expansion.

**A. PURPOSE OF AGREEMENT**

- a. In preparation for the federal Healthcare Reform Act and in conjunction with the Section 1115 MediCal Waiver, SCVHHS is developing health coverage expansion program/s based on the Valley Care Coverage Initiative Program. The new program/s are part of the Coverage Expansion and Enrollment Development (CEED) program to target uninsured adults who currently use the safety net services, including mental health and drug and alcohol services, and who will be eligible for MediCal in 2014.
- b. WPUSA is a public policy and research institute that builds partnerships with community groups, labor unions, and faith based organizations to ensure that all families have access to quality health services and a strong health delivery system. Working Partnerships works collaborative with other community based organizations to build local health care programs that can be replicated in other regions and serve as a statewide model for change.
- c. The County has been awarded the 2010 County Coverage Expansion Planning Grant from the Blue Shield of California Foundation ("Foundation") in order to expand Health Care Coverage Initiatives for vulnerable populations through the Section 1115 MediCal Waiver.
- d. In awarding the grant, the Foundation required that SCVHHS, WPUSA, and Gardner Family Health Network ("GFHN") agree to work together to develop a comprehensive project plan that is approved by the State of California in order to receive grant funding.
- e. Therefore, SCVHHS is entering into this agreement with WPUSA to work collaboratively to plan for the development and implementation of the CEED Medical Home Model integrating SCVHHS and the community based clinics.

**B. SCOPE OF SERVICES**

- a. WPUSA will provide the following services:
  - 1. Participate in regular bi-monthly meetings to develop CEED program
  - 2. Assist with data collection including but not limited to estimates on the eligible population and overall uninsured population in Santa Clara County
  - 3. Assist with creation of benefit plan including premium structure and co-pays
  - 4. Assist with development of provider network including outreach to community clinics with the goal of providing adequate access to enrollees
  - 5. Assist in the development of an outreach and enrollment plan which includes generating support from external organizations committed to assisting with program implementation

6. Help secure necessary support to implement CEED program, including approval from Board of Supervisors. If state approval is required, WPUSA can provide support as needed.
7. Assist with oversight and evaluation of initial implementation of the CEED program to identify access and enrollment challenges, utilization and cost impact to SCVHHS
8. Once enrollment in CEED begins, assist in the expansion of Valley Care or creation of a Health Care Coverage Initiative program which could cover adults 133-200% of FPL

### **C. TERM AND TERMINATION**

- a. This agreement will become effective on January 1, 2011 and will remain in effect until October 1, 2011. Amendments to this agreement must be provided to all signing persons and will become effective upon the signed approval of all parties
- b. The County, at its sole option, may terminate this Agreement at any time if, in the County's reasonable judgment, WPUSA becomes unable to carry out the scope of services as outlined in this agreement, or fails to substantially comply with any of the conditions of this Agreement with 30 days advanced written notice. In the event that this agreement is terminated at any time prior to October 1, 2011, the County shall be liable for payment for services rendered in accordance with this Agreement prior to the date of termination, and WPUSA shall provide the County with all outstanding data and information related to deliverables.
- c. Either party may terminate this Agreement, with or without cause, by giving the other party at least thirty (30) days advance written notice.

### **D. COMPENSATION**

- a. The Maximum Financial Obligation payable by the County to WPUSA under this Agreement for services provided January 1, 2011 through October 1, 2011 will not exceed THIRTY THOUSAND DOLLARS (\$30,000.00).
- b. WPUSA will be compensated \$15,000 once initial program assessment is completed to the satisfaction of the County.
- c. WPUSA will be compensated the remaining \$15,000 once program development and implementation plans are completed to the satisfaction of the County.
- d. WPUSA will provide the County with an invoice on agency letterhead that shall identify the invoice date, contract number, billing period, contact name and phone number for billing questions, itemized description of all services rendered total number of hours provided by WPUSA for the billing period, and invoice amount. Payment shall be made within 45 days of all acceptable invoices.

### **E. CONFLICT OF INTEREST**

Contractor represents and warrants that it presently has no interest, and will not acquire interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **F. CONFIDENTIALITY**

It is understood that all patient information collected and maintained for the purpose of diagnosis or treatment is confidential. County employee information, financial information and proprietary information is also confidential. Confidential information shall not be disclosed to any person or entity without the prior written consent of County.

## **G. INSURANCE**

Contractor shall be bound to the insurance and indemnification requirements as set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

## **H. REGULATORY COMPLIANCE**

Contractor shall comply with all applicable federal, state, and local laws, rule and regulations (“Laws”) that are in effect at the inception of this agreement and that become effective during the term of this Agreement, including, without limitation, HIPAA. The parties shall execute any amendments necessary to implement such laws. WPUSA shall be considered a “Business Associate” of the County for the purposes of HIPAA. Contractor agrees to the terms set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

## **I. CONTRACTING PRINCIPLES**

Contractor certifies that this Agreement is a Type I service contract subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly Contractor shall comply with all of the terms of the Contracting Principles during the term of the Agreement.

- a. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section of any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County’s intended action.

**J. NONDISCRIMINATION**

Contractor shall comply with all application Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and House Act (Government Code sections 1290 et seq.); California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**K. NOTICES**

All notices required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address or addresses set forth below or on such other address as the party may designate in writing in accordance with this Section:

To Working Partnerships USA.:

To County:

Bob Brownstein  
Policy Director  
Working Partnerships USA  
2102 Almaden Road, Ste. 107  
San Jose, CA 95125

Amy Carta  
Assistant Director  
Santa Clara Health and Hospital System  
HHS Administration  
2325 Enborg Lane, Ste 220  
San Jose, CA 95128

Phone: (408) 269-7872  
Fax: (408) 269.0183

Phone: (408) 885-4551  
Fax: (408) 885-4050

**L. GOVERNING LAW**

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. The parties agree that venue shall be the County of Santa Clara for all purposes.

**M. NON-ASSIGNMENT**

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of both parties.

**N. RELATIONSHIP OF PARTIES**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of affecting the provisions of this Agreement. The parties are not, and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

**O. AMENDMENTS**

This Agreement and each Exhibit to this Agreement may be amended only by a written instrument signed by the parties.

**P. ENTIRE AGREEMENT**

This Agreement, including all Exhibits, represents the entire Agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

**Q. WAIVER**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

**R. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be in original, but all of which shall constitute one and the same instrument.

**S. SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**T. BUDGET CONTINGENCY LANGUAGE**

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

**U. COUNTY NO-SMOKING POLICY**

Contractor shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles. Violation of this provision shall constitute material breach of the Agreement

**V. BEVERAGE NUTRITIONAL CRITERIA**

Contractor shall not use County funds to purchase beverages that do not meet the County’s nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

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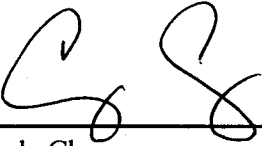
**W. AUTHORITY TO EXECUTE**

Each party hereby represents and warrants that the person executing this Agreement on their behalf is duly authorized to sign this Agreement and bind the party.


INTENDING TO BE BOUND hereby the parties' authorized representatives execute this agreement.

Working Partnership USA, "Contractor"

County of Santa Clara, "County"

  
\_\_\_\_\_  
Cindy Chavez  
Executive Director


1/25/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvia Gallegos  
Deputy County Executive  
Acting Director, SCHHS  
SCVHHS

02-01-2011  
\_\_\_\_\_  
Date

Approved as to form and legality:

Approved By:

  
\_\_\_\_\_  
Deputy County Counsel

1/21/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Deputy County Executive

1/18/11  
\_\_\_\_\_  
Date

**Exhibits:**

**Exhibit A** Business Associate Agreement Pursuant to the Health Insurance Portability and Accountability Act of 1996

**Exhibit B** Insurance Requirements for Standard Service Contracts up to \$10,000