

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

California Rural Legal Assistance, Inc. ("CRLA"),
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide legal services to County patients to address social determinants of health.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 387,520.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from May 21, 2019 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Agreement to Participate in the Medical-Legal Partnership/
Acuerdo para Participar en la Asociación Médica y Legal
- Exhibit C** Confidentiality of Patient Information Certification

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

Contractor
x MEM
County
x EV

8.01 ~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Contractor
x MLM
County
x EV

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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR 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. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, 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 CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR 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. CONTRACTOR 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elsa Jimenez, Director of Health	Mike Meuter, Deputy Director
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	3 Williams Road Salinas, CA 93905
Address	Address
(831) 755-4526	(831) 757-5221
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: [Signature]
Department Head (if applicable)

Date: 05/29/2019

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 4/26/19

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 4/29/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

California Rural Legal Assistance, Inc.
Contractor's Business Name*

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

Roberto I. de la Rosa, President
Name and Title

Date: April 23, 2019

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

David Korsak, Chief Financial Officer
Name and Title

Date: April 22, 2019

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Addendum No. 1

To the Standard Agreement between the
County of Monterey, hereinafter referred to as "County"

AND

California Rural Legal Assistance, Inc., hereinafter referred to as "CRLA" or "CONTRACTOR")

INDEMNIFICATION MODIFICATION

Section 8.0, Indemnification, is replaced in its entirety with the following indemnification clause:

INDEMNIFICATION

1. General. Except as expressly provided below in sub-paragraphs 2 and 3, CRLA shall indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CRLA's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CRLA's performance" includes CRLA's action or inaction and the action or inaction of CRLA's officers, employees, agents and subcontractors.
2. Legal Services Claims. CRLA shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and legal malpractice claims, breach of patient information claims, and reasonable attorneys' fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of services performed by CRLA in connection with CRLA's rendition of legal services at any and all Clinic locations covered by this Agreement.
3. Medical and Behavioral Health Services Claims. County shall indemnify, defend, and hold harmless CRLA, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with County's rendition of medical and/or behavioral health care services at any and all Clinic locations covered by this Agreement.

California Rural Legal Assistance, Inc.
Term: May 1, 2019-December 31, 2020
NTE: \$387,520.00

**EXHIBIT A:
PART ONE, SCOPE OF SERVICES AND PART TWO, PAYMENT PROVISIONS**

To the Standard Agreement between the
County of Monterey, hereinafter referred to as "County"
AND
California Rural Legal Assistance, Inc., hereinafter referred to as "CRLA" or "CONTRACTOR")

PART ONE- SCOPE OF SERVICES

I. IDENTIFICATION OF CONTRACTOR
California Rural Legal Assistance, Inc. (CRLA)
3 Williams Road
Salinas, CA 93905

INCORPORATION STATUS/TYPE OF FACILITY LICENSE
501(c)(3) Corporation (Community Benefit Non-Profit)

II. BACKGROUND

Medical-legal partnership (MLP) is an approach to health that integrates healthcare and legal services to positively impact social challenges that can adversely influence health, commonly called Social Determinants of Health (SDOH). Legal professionals meet with patients on-site in the healthcare setting to provide legal services that can positively impact social determinants of health, including income, housing, education, workplace safety, and physical environment. This MLP will be between the County of Monterey ("County"), on behalf of the Clinic Services Bureau ("CSB") and California Rural Legal Assistance, Inc. ("CRLA" or "CONTRACTOR").

The County owns and operates various community clinics pursuant to Section 1206(b) of the California Health and Safety Code and designated as Federally Qualified Health Center Look-Alikes (each, a "Clinic" and collectively, the "Clinics"). Under the direction of the County and governance of the Community Health Center Board ("CHCB"), the Clinics provide preventative, primary, and specialty medical care services.

CRLA is a community partner with a 50 year history of working with underserved populations. Established in 1966, CRLA serves over 43,000 low-income individuals residing in 24 rural counties across California every year. CRLA's mission is to fight for justice and individual rights alongside the most exploited communities of our society. CRLA meets its mission through a combination of advocacy strategies that: (1) provide high-quality, no cost legal services; (2) ensures the equitable distribution of resources in rural communities; and (3) protect the rights of low-income individuals to seek justice under the law. Consistent with its mission, CRLA has a robust statewide expertise and specialized programs serving the LGBT+ population, addressing fair housing issues, and has strong contacts with Monterey County's Spanish and indigenous language speaking populations. The CRLA office in Salinas offers culturally competent bilingual services to English and Spanish speaking populations.

III. DESCRIPTION OF SERVICES

A. SERVICE DELIVERY SITES

1. CRLA legal staff will provide on-site legal services at no cost to County patients at mutually agreed upon CSB Clinic Locations. CSB Clinic Locations include, but are not limited to the following:

Clinic Name:	Location:
Laurel Family Practice	1441 Constitution Blvd Bldg 400 Suite 300 Salinas, CA 93906
Laurel Vista	1441 Constitution Blvd, Bldg 400 Suite 301 Salinas, CA 93906
Laurel Internal Medicine	1441 Constitution Blvd, Bldg 151, Suite 16 Salinas, CA 93906
Laurel Pediatric Clinic	1441 Constitution Blvd, Bldg 200, Suite 101 Salinas, CA 93906-3196
Alisal Health Center	559 East Alisal, Suite 201 Salinas, CA 93905
Seaside Family Health Center	1156 Fremont Blvd, Seaside Seaside, CA 93955-5715
Marina Clinic	3155 De Forest Road, Marina, CA 93933
Marina Integrated Health Clinic	299 12 th Street Marina, CA 93933
Bienestar- Salinas	1441 Constitution Blvd. Bldg. 400, Suite 201 Salinas, CA 93906-3100

2. County shall provide a space in Clinic that would assure privacy of conversations, including use of a room with a desk, and access to telephone, fax, and copier, as needed to provide the service.

3. CONTRACTOR shall use allocated Clinic space for the sole purpose of conducting on-site legal services to County patients to address social determinants of health. CONTRACTOR shall only access Clinic space during regular business days and hours as mutually agreed upon by both parties and only when County staff is present at the Clinic.

4. In the event County requires use of the Clinic space on any day scheduled by CONTRACTOR, County shall provide CONTRACTOR with advance notice and will work with CONTRACTOR to locate an alternative area, if possible. In the case of an emergency, County reserves the right, without prior

notice, to limit the use of any of its facilities when, the County deems such limitation necessary in order to meet fiscal, clinical, and/or access-related operational standards of the County.

5. The County shall obtain the patient's authorization to allow the disclosure of the patient's protected health information (PHI) to the CONTRACTOR. If patients consent to sharing their PHI with CONTRACTOR, the County shall provide CONTRACTOR with access to the relevant portions of the patient's medical record through EPIC, the County's Electronic Medical Record System. The County shall enact appropriate safeguards to ensure that CONTRACTOR's use of EPIC is restricted to the electronic medical records of patients who have authorized the disclosure of their information to CONTRACTOR. CONTRACTOR must comply with all EPIC system requirements, any requirements imposed by the County relating to the EPIC system and must maintain the privacy and security of PHI in accordance with federal and California State law.

B. CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, and other human service agencies involved in the services provided, as needed.
2. CONTRACTOR shall have the capacity (Spanish/English bilingual staff and training) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
3. CONTRACTOR shall assume full responsibility for the actions of CONTRACTOR's staff, while performing services pursuant to this Agreement, and shall be solely responsible for the supervision and oversight of CONTRACTOR's staff.
4. CONTRACTOR shall take adequate steps to notify potential or actual clients seen at the Clinic locations under this Agreement that CRLA--and not the County--is the entity rendering or providing legal services.
5. CONTRACTOR agrees to have all potential or actual clients complete and sign the form attached as Exhibit B.
6. CONTRACTOR shall provide adequate notice to the County should services be cancelled.
7. CONTRACTOR shall comply with County rules, regulations, policies and procedures.

C. TIME COMMITMENT AND AVAILABILITY

CONTRACTOR shall ensure that staff attorney(s) are available to provide services at the Clinic(s) in accordance with a schedule agreed upon by both parties. In 2019, CONTRACTOR anticipates up to two attorneys to cover 1 to 2 days per week in assigned clinic(s). In 2020, CONTRACTOR anticipates adding a third attorney to cover 1 additional day per week in assigned clinic(s).

D. REPORTING REQUIREMENTS

1. CONTRACTOR will report outcomes quarterly to County according to requirements of the Whole Person Care grant and/or as requested by County. Data shall include utilization and types of services rendered. No personally identifiable information shall be disclosed.

2. CONTRACTOR will include the outcomes report in the quarterly invoice.

E. MEETINGS/COMMUNICATIONS

CONTRACTOR and County staff shall convene as needed to monitor service outcomes; oversee contract implementation; discuss contract issues; and evaluate contract usage and effectiveness.

EXHIBIT A:
PART ONE, SCOPE OF SERVICES AND PART TWO, PAYMENT PROVISIONS

To the Standard Agreement between the
County of Monterey, hereinafter referred to as "County"

AND

California Rural Legal Assistance, Inc., hereinafter referred to as "CRLA" or "CONTRACTOR")

PART TWO- PAYMENT PROVISIONS

I. COMPENSATION/PAYMENT

County shall pay an amount not to exceed Three Hundred Eighty Seven Thousand Five Hundred Twenty Dollars and 00/100 (\$387,520.00) during the term of this Agreement for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR's compensation for services rendered shall be based on the following rates:

Service Description	2019	2020
Monthly Rate – per Clinic Coordinator Attorney	\$5,814	\$5,974
Monthly Rate – per Law Graduate	\$5,610	\$5,680
Monthly Program Administration Rate	15%	20%
Not to Exceed – Total Annual Amount	\$138,297	\$251,700

Payment rates above assume that staff attorney(s) of CONTRACTOR shall provide services at the Clinic(s) for 4 days or more per month per individual. Payment rate will be prorated accordingly if days of service rendered are 2 days or less per individual attorney. There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged by other client for the same services performed by the same individuals.

II. CONTRACTORS BILLING PROCEDURES

1. CONTRACTOR shall submit invoices to the County on a quarterly basis, or more frequently if requested by County.
2. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
3. If County certifies payment at a lesser amount than the amount requested, County shall immediately notify Contractor in writing of such certification and shall specify the reason for it. If Contractor desires

California Rural Legal Assistance, Inc.
Term: May 21, 2019-December 31, 2020
NTE: \$387,520.00

to contest the certification, Contractor must submit a written notice of protest to the County within twenty (20) calendar days after Contractor's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

4. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

5. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

6. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

7. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the County to the following:

Clinic Services Invoices mail to:
Monterey County Health Department
FQHC Look-Alike Clinics
1441 Schilling place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:
CS_Finance@co.monterey.ca.us



CALIFORNIA RURAL LEGAL ASSISTANCE, INC.
FIGHTING FOR JUSTICE, CHANGING LIVES

Acuerdo para Participar en la Asociación Médica y Legal
California Rural Legal Assistance, Inc. y Monterey County Health Department

1. El propósito de la Asociación Médica y Legal es permitirle a su doctor, enfermero, o trabajador social u otros miembros de su equipo médico trabajar con los abogados de California Rural Legal Assistance, Inc. ("Asistencia Legal") para resolver problemas legales relacionados a su salud.
2. Usted y el abogado tendrán una relación de abogado y cliente. Esto quiere decir que cualquier información que usted comparta con el abogado será confidencial. También, el abogado puede proveerle asesoramiento legal y/o servicios legales.
3. Los proveedores de cuidado de salud tienen que mantener su información médica en forma confidencial, pero ellos no comparten la misma relación abogado-cliente que usted comparte con los abogados de Asistencia Legal. Aunque los doctores y abogados manejan diferentes normas acerca de la confidencialidad, a los doctores se les aconsejará mantener su información en forma confidencial. La ventaja de tener un equipo a su disposición es que muchos profesionales estarán trabajando unidos para ayudarlo. Usted está de acuerdo en permitir que Asistencia Legal y sus proveedores de cuidado de salud compartan información sobre su problema.
4. Usted también autoriza que Asistencia Legal puede discutir información de su caso con otras partes, cuando sea necesario para proveerle los servicios legales acordados.
5. Usted puede cancelar este Acuerdo en cualquier momento, por cualquier razón, por petición escrita. A pesar de que si participa en la Asociación Médica y Legal o si cancela este Acuerdo en el futuro, usted continuará recibiendo los servicios de cuidado médico de parte de su equipo médico. Nada en este Acuerdo afectará su relación con su equipo médico.
6. Usted entiende que cualquier y todo consejo o asistencia que recibe viene de parte de California Rural Legal Assistance, Inc. ("CRLA") y no del Condado de Monterey. Además, usted entiende que el Condado de Monterey no endosa, y no es de ningún modo responsable por, la adecuación o exactitud de cualquier tal consejo o asistencia.

He leído el Acuerdo anterior, he tenido la oportunidad de hacer cualquier pregunta relacionada con el Acuerdo, se me ha proveído una explicación de los términos de este Acuerdo, y yo entiendo y estoy de acuerdo con ello.

 Fecha

 Firma de Abogado

 Fecha

 Firma del Paciente/Tutor/Cuidador

 3 Williams Road · Salinas, CA 93905 · Phone: (831) 757-5221 · Fax: (831) 757-6212 · www.crla.org



CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

FIGHTING FOR JUSTICE, CHANGING LIVES

Agreement to Participate in the Medical-Legal Partnership

California Rural Legal Assistance, Inc. and Monterey County Health Department

1. The purpose of this Medical-Legal Partnership is to allow your doctor, nurse, social worker, or other members of your medical team to work with legal professionals to address your health-harming legal needs.
2. You will have an attorney-client relationship with California Rural Legal Assistance, Inc. ("CRLA"). This means any information you share with CRLA will be confidential. Also, CRLA may provide legal advice to you and/or legal services for you.
3. Healthcare providers must keep your health information private, but they do not fall under the same attorney-client relationship that you and CRLA have. Although doctors and lawyers have different confidentiality standards, physicians will be advised to keep your case information private. The advantage of this teamwork is that you will have many professionals working together to help you. You agree to permit CRLA and the Health Department to share medical and legal information regarding your problem.
4. You also allow CRLA to discuss some of your health and legal information with third parties, when necessary to provide the agreed upon services.
5. You can cancel this Agreement at any time, for any reason, by providing written notification. Regardless of whether you participate in the Medical-Legal Partnership, or whether you cancel this Agreement in the future, you will continue to receive health care services from your medical team. Nothing in this Agreement will affect your relationship with your medical team.
6. You understand that any and all advice or assistance you receive is coming from California Rural Legal Assistance, Inc. ("CRLA") and not the County of Monterey. You further understand that the County of Monterey does not endorse, and is in no way responsible for the appropriateness or accuracy of any such advice or assistance.

I have read the above Agreement, have had the opportunity to ask any questions related to the Agreement, have been provided with an explanation of the terms of this Agreement, and I understand and agree to it.

Date

Attorney Signature

Date

Patient/Guardian/Caregiver Signature

3 Williams Road · Salinas, CA 93905 · Phone: (831) 757-5221 · Fax: (831) 757-6212 · www.crla.org

EXHIBIT C

To the Standard Agreement between the
County of Monterey, hereinafter referred to as "County"

AND

California Rural Legal Assistance, Inc., hereinafter referred to as "CRLA" or "CONTRACTOR")

CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION

Confidentiality of Patient Information and Records. All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the "Breach Notification Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"); the Lanterman-Petris-Short Act ("LPS"), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act ("CMIA"), California Civil Code sections 56.00 *et seq.*; and California Civil Code Section 1798.29.

"Patient Information" includes any individually identifying information related to a patient/recipient of health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "Patient Information" includes all health information the Parties have obtained about a patient/recipient of services.

Ownership of Data. All Patient Information created or received by the County in connection with the provision of health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as "County Data".

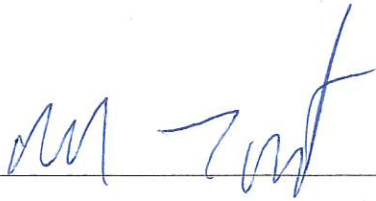

Use and Disclosure of Information. In relation to the services being provided by the County pursuant to this Agreement, the Contractor may require access to County Data in order to provide legal services to County patients to address social determinants of health. The County shall disclose County Data to Contractor solely as set forth below, and in accordance with the patient's authorization. The County may provide County Data to Contractor pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to Contractor as necessary in connection with its performance of Services under this Agreement.

Contractor shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the confidentiality of such information and to prevent further use or disclosure. Contractor shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Clinic Services Bureau Chief, shall have access to any Patient Information obtained by Contractor in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

Penalty for Unauthorized Disclosure. The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

Dissemination of these Confidentiality Provisions. The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

<i>By my signature below, I certify acceptance and understanding for myself and CLRA of the above confidentiality provisions.</i>	<i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i>
By: 	By: 
Name: <u>Michael Meuter</u>	Name: <u>Ezequiel Vega</u> <u>Assistant Director of Health</u>
Title: <u>Deputy Director</u>	Title: <u>Assistant Director of Health</u>
Date: <u>April 23, 2019</u>	Date: <u>05/29/2019</u>