

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.**

AMENDMENT NO. 2 is made to the Agreement A-14311, for the provision of legal services to homeless and other patients of the clinic Services Bureau to address social determinants of health, by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **California Rural Legal Assistance, Inc. (CRLA)**, (hereinafter referred to as "CONTRACTOR").

WHEREAS, on May 21, 2019, the COUNTY and CONTRACTOR entered into Agreement A-14311 in the amount of \$387,520 for the term May 1, 2019 through December 31, 2020; and

WHEREAS, on September 11, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 of Agreement A-14311 to increase the amount of the Agreement by \$274,925.00 and extend the term of the Agreement by six (6) months for a new term of May 1, 2019 through June 30, 2021 with a new maximum COUNTY obligation of \$662,445.00; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend Agreement A-14311 to extend the term another six (6) months, to December 31, 2021, for a new term of May 1, 2019 through December 31, 2021.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. Section 3.01. Section 3.01, TERM OF AGREEMENT is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from May 21, 2019 to December 31, 2021, 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 the Agreement.**”

2. **EXHIBIT A - Scope of Services/Payment Provisions**, is replaced with Amendment No. 2 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

4. This Amendment No. 2 is effective July 1, 2021.
5. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the COUNTY on May 21, 2019.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

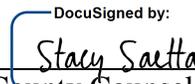
By:  _____
Department Head (if applicable)

Date: 5/6/2021 | 11:29 AM PDT

By: _____
Board of Supervisors (if applicable)

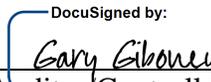
Date: _____

Approved as to Form¹

By:  _____
County Counsel

Date: 5/6/2021 | 11:04 AM PDT

Approved as to Fiscal Provisions²

By:  _____
Auditor/Controller

Date: 5/6/2021 | 11:07 AM PDT

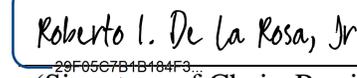
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

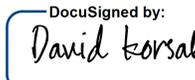
California Rural Legal Assistance, Inc.

Contractor's Business Name*

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

Roberto I. De La Rosa, Jr.
Board Chair
Name and Title

Date: 5/5/2021 | 5:34 PM EDT

By:  _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer) *

David Korsak
CFO
Name and Title

Date: 5/5/2021 | 3:17 PM PDT

***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 paragraph 8 or 9

**EXHIBIT A2: PART ONE, SCOPE OF SERVICES AND
PART TWO, PAYMENT PROVISIONS**

PART ONE- SCOPE OF SERVICES

I. IDENTIFICATION OF CONTRACTOR:

California Rural Legal Assistance, Inc.
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 (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

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, CA 93955-5715
Marina Clinic	3155 De Forest Road, Marina, CA 93933
Marina Integrated Health Clinic	299 12th Street Marina, CA 93933
Bienestar -Salinas	1441 Constitution Blvd. Bldg. 400, Suite 201 Salinas, CA 93906-3100
NIDO Clinic	1441 Constitution Blvd. Bldg. 760 Salinas, CA 93906

1. 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.

2. 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.
3. 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.
4. 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.

IV. 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.

V. 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). In 2021, CONTRACTOR anticipates adding 1 administrative support staff member to support the attorneys' work under this Agreement.

VI. 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.

VII. 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.

VIII. FISCAL PROVISIONS

This contract is funded in part by the Whole Person Care Program Grant. Continued funding for this contract is contingent upon the availability of grant funds. Should such funding be revoked or terminated, this contract may be revoked or terminated with little to no advance notice.

PART TWO- PAYMENT PROVISIONS

I. COMPENSATION/PAYMENT

County shall pay an amount not to exceed Six Hundred Sixty-Two Thousand, Four Hundred Forty-Five dollars and 00/100 (\$662,445.00) 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 monthly compensation for services rendered shall be based on the following rates:

Service Description	CY 2019	January - June 2020	July - December 2020	January - June 2021	July - December 2021
Monthly Rate - per Clinic Coordinator Attorney	\$5,814	\$5,974.00	\$8,079.00	\$8,079.00	\$8,079.00
Monthly Rate - per Law Graduate #1	\$5,610	\$5,680.00	\$5,997.00	\$5,997.00	\$5,997.00
Monthly Rate - per Law Graduate #2	\$5,610	\$5,680.00	\$5,997.00	\$5,997.00	\$5,997.00
Administrative Legal Secretary	-	-	\$2,826.00	\$2,826.00	\$2,826.00
Monthly Program Administration Rate	15%	20%	20%	20%	20%

II. CONTRACTOR'S BILLING PROCEDURES

1. Invoices from CONTRACTOR for all services rendered per this Agreement shall be billed directly to the ordering Bureau of the Health Department.
2. CONTRACTOR shall submit invoices monthly 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 per each staff member, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

3. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below:

Physical Mail delivery:

Monterey County Health Department, FQHC
Clinics Attn: ACCOUNTING
1441 Schilling Place
South Building, First
Floor Salinas, CA 93901

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