

**AMENDMENT NO. 2
TO
AGREEMENT A-13816
BY AND BETWEEN
CLINICA DE SALUD DEL VALLE DE SALINAS
AND
THE COUNTY OF MONTEREY, ON BEHALF OF THE
MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU**

This Amendment No. 2 to the AGREEMENT A-13816 is made and 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").

WHEREAS, CSVS and MCHD-BH entered into AGREEMENT A-13816 for the term of November 1, 2017 through October 31, 2018 for the referral of CSVS patients to the MCHD-BH; and,

WHEREAS, CSVS and MCHD-BH entered into AMENDMENT No. 1 to AGREEMENT A-13816 extending the term of the AGREEMENT for two (2) additional years;

WHEREAS, CSVS requests AMENDMENT No. 2 to the AGREEMENT A-13816 to add provisions regarding CSVS access to data and information regarding the services provided under this AGREEMENT;

NOW THEREFORE, County and CSVS hereby agree to amend AGREEMENT A-13816 in the following manner:

1. **ARTICLE II RESPONSIBILITIES, Section 2.1 Responsibilities of MCHD-BH**, shall be amended by adding the following provisions:

- "Notify CSVS in writing within twenty-four (24) hours after the occurrence of the following: any adverse federal, state or local licensure actions relating to MCHD-BH's professional competence of conduct, including, but not limited to revocation, suspension, reprimand, censure or probation, and; any negative actions or findings by any private accreditation organization from which MCHD-BH has received any accreditation;
- Upon written request from CSVS, MCHD-BH agrees to permit CSVS to inspect and/or duplicate, at CSVS's sole cost and expense, data and information regarding the services provided under this Agreement to the extent necessary to meet CSVS's responsibilities under applicable Federal financial and reporting requirements; provided, however, such inspection or

duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. CSVS shall be solely responsible for maintaining patient confidentiality with respect to any data or information that CSVS obtains pursuant to this Section. MCHD-BH shall take all reasonable steps necessary to preserve such data and information subject to any retention obligations imposed on a party by law or regulation. Should MCHD-BH cease operations, MCHD-BH shall promptly coordinate with CSVS for the storage or transfer of such data and information in a manner that will allow CSVS to continue to access such data and information."

2. **ARTICLE II RESPONSIBILITIES, Section 2.2 Responsibilities of CSVS**, shall be amended by adding the following provision:

- "Federally Qualified Health Center (FQHC) clinics are required by the Health Resources and Services Agency (HRSA) under Section 330(k) (3) (G) of the PHS Act and 42 CFR Part 51c.303 (f) to prepare a schedule of fees or payments for the provision of its services consistent with locally prevailing rates or charges and designed to cover its reasonable costs of operation. Sliding Scale Discount Fees shall be available for patients who are uninsured or underinsured and are at or below 200% of the Federal Poverty Level to assist with the costs of their care. Individuals and families who are at or below 200% will be offered the discount based on their income and family size. Underinsured individuals who have or are eligible for public or private health insurance also qualify for the SFDS based on income and family size. These underinsured individuals may not pay more than uninsured patients in the same income category."

3. **ARTICLE IV CONFIDENTIALITY, shall be amended by removing** "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"), **and replacing it with** "**Confidentiality of Health Records:** The parties acknowledge that the U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created, or maintained by certain entities, including healthcare providers (the "HIPAA Privacy Rule"). It is not currently anticipated that any individually identifiable health records will be made available to, or used by, the County. If at any time such records are available to the County it is understood that the County will enter into a Business

Associate Agreement that complies with the requirements of the HIPAA Privacy Rule.”

4. **ARTICLE V GENERAL PROVISIONS** shall be amended to include the following provision: “This AGREEMENT does not include exchange of funds between Parties.”
5. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT A-13816 are unchanged and unaffected by this AMENDMENT No. 2 and shall remain in full force and effect as set forth in the AGREEMENT.
6. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT A-13816 executed by the County on December 22, 2017.

(The remainder of this page is intentionally left blank.)

COUNTY OF MONTEREY

By: [Signature]
Director of Health
Date: 7/30/19

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form

By: [Signature]
County Counsel
Date: 7/26/19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller
Date: 7/26/19

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: 7/17/19

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

HAROLD McCOY, CFO
Name and Title

Date: 7/17/19

IN WITNESS WHEREOF, County and CSVS have executed this AMENDMENT No. 2 to AGREEMENT A-13816 as of the day and year written below.

*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.