

**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 Provide Legal & Supportive Services to eligible clients in Monterey County.

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 \$ 114,848.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from November 1, 2018 to October 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: Confidentiality of Patient Information

Exhibit C: Assurance of Compliance with Section 504 of the Rehabilitation Act

Exhibit D: Assurance of Compliance with Cultural Competency Policy

Exhibit E: Use of South Monterey County Facility

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.

- 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.)

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:
Monterey County Health Department	CRLA, Inc.
Name and Title Elsa Mendoza-Jimenez, Director 1270 Natividad Road Salinas CA 93906	Name and Title Mike Meuter, Deputy Director 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: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Day Stella
County Counsel

Date: 10/25/18

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 10/25/18

Approved as to Liability Provisions³

By: N/A
Risk Management

Date: _____

California Rural Legal Assistance
Contractor's Business Name*

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

Roberto Dela Rosa Board Chairperson
Name and Title

Date: 9/29/2018

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

Emily Daniel, CFO
Name and Title

Date: October 3, 2018

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

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

PART ONE – SCOPE OF SERVICES

I. IDENTIFICATION OF PROVIDER

California Rural Legal Assistance, Inc. (CRLA)
3 Williams Road
Salinas, CA 93905
831-757-5221

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

II. BACKGROUND

County of Monterey (“County”) on behalf of the Monterey County Health Department (“MCHD”) Behavioral Health Bureau (sometimes referred to herein as “MCBHB”) will partner with California Rural Legal Assistance, Inc. (“CRLA” or “CONTRACTOR”) for the provision of legal services to Prop 47 clients. CRLA is a community partner with a 50-year history of working with underserved populations. Established in 1966, CRLA serves over 40,000 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) ensure 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. CRLA’s Salinas office offers culturally competent bilingual services to English and Spanish-speaking populations. CRLA serves underserved monolingual speakers of other languages through statewide staff or a telephone interpreter service.

III. PROGRAM NARRATIVE

CRLA will provide holistic services designed to increase the likelihood of individual success and to prevent recidivism. CRLA clients will receive one-on-one legal services designed to reduce or eliminate barriers to housing, driver’s license reinstatement, access to public benefits, and employment, and to enhance progress toward reintegration.

CRLA legal staff will provide services onsite at the MCHD Behavioral Health Bureau South County facilities and at CRLA’s Salinas, CA office to minimize transportation barriers. Each client will receive an initial individual legal screening designed to identify barriers to housing and employment. Further, each client will meet at least every six months with CRLA staff to monitor progress toward removing legal barriers to successful reintegration into the community. CRLA staff will also be available to assist with legal issues between scheduled meetings.

IV. PROGRAM GOALS

CRLA's goals are as follows:

1. CONTRACTOR shall provide informational workshops in the community
2. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, reclassification services and other human service agencies involved in the services provided.
3. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
4. Services shall be provided in an environment that is physically and emotionally conducive to trust, healing and recovery.
5. CONTRACTOR shall provide services consistent with the initial CRLA Intake Form.
6. CONTRACTOR shall participate and attend the South County Collaborative meetings held on a bi-monthly basis.

V. CONTRACTOR Shall Provide the Following Services:

<ul style="list-style-type: none">• <u>Driver's license reinstatement</u> – Driver's license holds, suspensions, and revocations due to court-ordered debt are barriers to obtaining a license to drive to work. Rural areas like South County have inadequate public transportation, making it difficult if not impossible travel to work without a driver's license, especially for jobs requiring weekend work.
<ul style="list-style-type: none">• <u>Housing</u> –CRLA will assist eligible individuals in advocating on their own behalf with... their prospective housing providers to ensure they are not subjected to discriminatory housing bans. Public and private housing providers often have stringent criminal background criteria. Many of these housing policies are overly broad and discriminatory. If formerly incarcerated individuals are unable to reintegrate with supportive family and find housing, their ability to successfully reintegrate into the community decreases significantly.
<ul style="list-style-type: none">• <u>Employment</u> – CRLA will counsel eligible individuals regarding legal and illegal forms of discrimination based on criminal records and what employers may ask and what violates the law.
<ul style="list-style-type: none">• <u>Benefits Appeals</u> –CRLA will assist eligible individuals with appealing denials for health care benefits, CalWORKS, CalFRESH, General Assistance (GA), or SSI when necessary.
<ul style="list-style-type: none">• <u>Court-ordered debt</u> – CRLA will provide advice regarding how to resolve these issues. Formerly incarcerated individuals often leave prison or jail with significant court-ordered debt.

VI. PROGRAM OBJECTIVES

1. To provide legal information to approximately 100 individuals per fiscal year through outreach presentations. At least 12 outreach presentations will be provided to educate community members about housing and employment rights.
2. CRLA will meet with approximately 75 individuals per fiscal year one-on-one at the South County locations in King City or Gonzales to provide advice regarding their housing, employment, or drivers' license legal rights and status.

- a. Of the approximately 75 individuals, approximately 50 individuals will be provided with limited legal services to help them obtain access to housing, employment, or their drivers' licenses, or prevent loss of current housing or employment per fiscal year.
- b. Of the approximately 75 individuals, approximately 25 will be "served" through "Brochure and/or Referral." These will include security deposit questions and issues where a referral will be made to the court's Self Help Center.

VII. PROGRAM REFERRALS

Referrals will be made by MCBHB, Sun Street Center and MILPA using a Universal Referral Form. At the onset of referral, communication between CRLA Staff and the authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

VIII. ELIGIBILITY AND INITIAL ASSESSMENT

All individuals provided legal services pursuant to this Agreement shall be screened for meeting program services eligibility requirements under the Prop 47 Grant. Initial Assessment appointments will be available within 5 working days following of the date of referral. The client will be screened for CRLA program services eligibility using an initial intake form..

IX. POPULATION/CATCHMENT AREA TO BE SERVED

The Population/Catchment Area to be served is defined as all Prop 47 eligible adults (18 years and older), who reside in Monterey County and are referred by one of the following agencies: MCBHB, Sun Street Centers and MILPA.

Individuals under illegal substance influence may be excluded from program participation.

X. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to CRLA services will be initiated by MCBHB, MILPA or Sun Street Centers.

XI. SERVICE DELIVERY SITE

I. Service Delivery Sites in South County:

- I. King City Clinic
200 Broadway, Suite 70
King City, CA 93930
(831) 757-5221
2. Gonzales Clinic
411 Center Street
Gonzales, CA 93926
(831) 757-5221

II. Hours of Operation

The King City Office will be made available for CRLA's use to provide services 10 hours per week, Monday – Thursday from 9:00 a.m. to 5:00 p.m.

The Gonzales Office will be made available for CRLA's use to provide services 10 hours per week, Monday – Thursday from 9:00 a.m. to 5:00 p.m.

Services will be made available, whenever possible, at the convenience of the client. CRLA staff may be unavailable during office hours due to representation at hearings or in court, or while providing outreach presentations. Clients are asked to contact the Salinas Office to schedule an appointment in the South County location of their choosing with an advocate.

III. ADDITIONAL CONTRACTOR RESPONSIBILITIES

1. 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.
2. CONTRACTOR shall take adequate steps to notify potential or actual clients seen at the Clinic locations under this Agreement that CONTRACTOR--and not the County--is the entity rendering or providing legal services.

XII. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC). Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures.

XIII. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a monthly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The CONTRACT MONITOR does not have the authority to authorize changes requiring a

contract amendment. No privileged or confidential information (whether legal or medical) regarding specific clients shall be exchanged or requested at these meetings.

XIV. DESIGNATED CONTRACT MONITOR

Amy Haynes, Psy. D.
Behavioral Health Services Manager-South County Clinics
Monterey County Behavioral Health Bureau
200 Broadway St., Suite 70
King City, CA 93930
Direct Number: 831-386-6834

XV. 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 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 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 reasonable attorneys' fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected 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.

**EXHIBIT A- PART 2:
PAYMENT PROVISIONS**

I. PAYMENT TYPES

Cost Reimbursed up to the Maximum Contract Amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY’S commitment to authorize reimbursement to the CRLA for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission for services, and CRLA’s commitment to provide services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. Payment Schedule:

Services shall be paid at the Negotiated Reimbursement rate for this Agreement, which are provisional and subject to all reporting conditions as set forth in this Exhibit B. The following program services will be paid at an amount not to exceed a maximum of **\$114,848** for Fiscal Years (FYs) 2018-21 as follows.

CRLA SERVICES FY 2018-19	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Attorney	251	\$64.93	\$16,279
Community Worker	893	\$35.39	\$31,600
Total Yearly Maximum Obligation			\$47,879

CRLA SERVICES FY 2019-20	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Attorney	259	\$64.93	\$16,794
Community Worker	921	\$35.39	\$32,599
Total Yearly Maximum Obligation			\$49,393

CRLA SERVICES FY 2020-21	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Attorney	92	\$64.93	\$5,976
Community Worker	328	\$35.39	\$11,600
Total Yearly Maximum Obligation			\$17,576

IV. PAYMENT CONDITIONS

- A. CRLA shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. Notwithstanding any other provision of this Agreement, in no event may CRLA request a rate that exceeds the COUNTY'S Maximum Allowance (CMA) as set forth in this Agreement. CRLA shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CRLA exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CRLA under this Agreement for any services provided pursuant to this agreement more than the amount identified for such service as identified in this Exhibit A-Part 1, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.
- C. CRLA shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CRLA does not have sufficient funds allocated in the Agreement to provide services to a particular eligible beneficiary, CRLA shall, at the first opportunity, refer said eligible beneficiary to another CRLA or COUNTY facility within the same geographic area to the extent feasible.
- D. In order to receive any payment under this Agreement, CRLA shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by MCHD Behavioral Health Bureau. Specifically, CRLA shall submit its claims on Cost Reimbursement Invoice Form to be provided by COUNTY, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement. This section shall not be used to seek, or to require the disclosure of, any client-specific privileged information.

CRLA shall submit via email a monthly claim using, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CRLA shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CRLA. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CRLA after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CRLA under audit by the COUNTY.
- F. If CRLA fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CRLA's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CRLA in writing of such certification and shall specify the reason for it. If the CRLA desires to contest the certification, the CRLA must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CRLA'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.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CRLA during the term of this Agreement a maximum fiscal year amount for each fiscal year not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$114,848** for services rendered under this Agreement.

B. Maximum Annual Liability:

CRLA SERVICES FISCAL YEAR PERIOD	Total Yearly Amount
FY 2018-19	\$47,879
FY 2019-20	\$49,393
FY 2020-21	\$17,576
Total Maximum Contract Obligation	\$114,848

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CRLA has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CRLA shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CRLA for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CRLA may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: There are no allowable costs under this Agreement, other than those payments specifically set forth in Section III (Payment Rate), above. CRLA shall not seek or claim any other costs related to the provision of services under this Agreement.
- C. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain

programs which receive specific funding may be further limited by rules, regulations and procedures applicable only to that specific program. CRLA shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CRLA's performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CRLA of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CRLA under this Agreement shall also be reduced or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

EXHIBIT B:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. CONTRACTOR understands that it shall be providing legal services at a location at which the COUNTY provides medical services (including mental health services). Both COUNTY and CONTRACTOR understand that legal services and medical services are each governed by numerous and distinct legal protections with regard to privacy and confidentiality. CONTRACTOR and its officers, employees, and agents shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information.

COUNTY and CONTRACTOR do not anticipate sharing any confidential information as part of the provision of services under this Agreement, other than as specifically set forth above (including limited information related to client referrals). CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY (either intentionally or unintentionally, directly or indirectly) 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. This provision does not apply to confidential information obtained by CONTRACTOR directly from CONTRACTOR's own clients, with the knowledge and consent of such clients.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information about a patient/recipient of services whether or not a documentary record of such information exists.

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.

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.

Access to and Audit of Records. 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.

This provision does not apply to confidential attorney-client documents prepared by CRLA, attorney work product, or documents shared between CRLA and its clients, or to documents otherwise exempt from disclosure under any Federal, State or local law.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.



Signature of Authorized Representative
9-28-18

Date

CALIFORNIA RURAL LEGAL ASSISTANCE (CRLA)

Business Name of Contractor
Michael Meuter

Name of Authorized Representative (printed)
Deputy Director

Title of Authorized Representative

**EXHIBIT C:
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION
ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

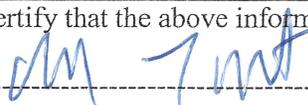
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. Employs fewer than fifteen persons;
- B. Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name		CALIFORNIA RURAL LEGAL ASSISTANCE (CRLA)	
Name of Contractor's Designee		Mike Meuter	
Title of Designee		Deputy Director	
Street 3 Williams Road			
City Salinas		State CA	Zip 93905
IRS Employer Identification Number			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor 		Date 9 / 28 / 18	

**EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL
COMPETENCY POLICY**

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs.
- Resolving barriers to partnerships with other service providers.

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults.
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan.
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age (other than mandated limitations on the provision of services to minors), and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs and values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: providing reading materials,

resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth (to the extent services are offered to minors); consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
7. Ensure that 100% of staff in the Salinas Office for CRLA who are funded under this agreement, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.



Signature of Authorized Representative

9-28-18

Date

California Rural Legal Assistance (CRLA)

Contractor (Organization Name)



Name of Authorized Representative (printed)

Deputy Director

Title of Authorized Representative

**EXHIBIT E:
USE OF SOUTH MONTEREY COUNTY FACILITIES**

CRLA agrees to:

1. Access and use one (1) designated office space, one (1) desk, and chair(s) as necessary, in each of the respective City of King City and Gonzales clinic facilities to provide services to South County residents.
2. Provide and use CRLA equipment such as telephone, fax, copier, computer and supplies, and incur those related costs for the services provided and client operations.
3. Schedule and coordinate with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis, to provide CRLA related services as outlined in Exhibit A-Part One for one day each week in each of the respective City of King City and Gonzales clinic facilities for use of designated office space (except on a County observed holiday) during County business hours.
4. Provide advance notice of any changes for designated office space use to the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.
5. Meet and communicate about building access schedule with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.

COUNTY agrees to:

1. Provide one (1) designated office space with one (1) desk, and chair(s) as necessary in each of the respective City of King City and Gonzales City facilities to CRLA for one (1) CRLA bi-lingual staff member to provide legal and supportive services to South County residents.
2. Schedule and coordinate with CRLA and/or other CRLA staff member as designated by CRLA, on an as needed basis, to accommodate the services of CRLA for two days each week in the City of King City and Gonzales facilities for use of designated office space (except on a County observed holiday) during County business hours.
3. Provide advance notice of any changes for designated office space use to the CRLA President and/or other CRLA staff member as designated by CRLA, on an as needed basis.
4. Meet and communicate about building access schedule with the CRLA Manager and/or other CRLA staff member as designated by CRLA, on an as needed basis.

The County shall not be responsible for CRLA personnel and clients. In the event that a member of the staff and/or patient misuses the clinic facilities and/or clinic equipment in any way, CRLA shall immediately remove the staff member(s) and/or client from the respective clinic facility.