

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
TELECARE CORPORATION FOR THE PROVISION OF MENTAL HEALTH
SERVICES FOR FISCAL YEAR 2020**

This Agreement ("AGREEMENT") is by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California and Telecare Corporation, a for-profit entity ("CONTRACTOR").

BACKGROUND/PURPOSE

Whereas, CONTRACTOR is responsible for maintaining their license as a Skilled Nursing Facility (SNF) and for providing services to clients with Traumatic Brain Injuries, Dementia, and Stabilized Psychiatric Diagnosis and medically complex debilitated clients with LPS or Probate conservator herein defined as "Services", which makes them eligible to receive payment for supplemental mental health services from COUNTY;

Whereas, CONTRACTOR is solely responsible for maintaining their designation and client population to qualify as a SNF;

Whereas, CONTRACTOR will provide Services to COUNTY clients, in accordance with Title 42, CFR, Sections 435.100, 440.160, 1840.210, 1840.312, and all other applicable sections;

Whereas, COUNTY will pay CONTRACTOR for SNF supplemental mental health services provided in accordance with the applicable regulations pursuant to an invoice provided by CONTRACTOR to COUNTY for these services; and,

Whereas, COUNTY will not pay CONTRACTOR for services other than those defined in these recitals provided to any clients;

The parties agree as follows:

AGREEMENT

- I. **SCOPE.** This AGREEMENT, including the following Exhibits attached hereto and incorporated herein by reference, establishes the terms and conditions under which CONTRACTOR will provide mental health services to COUNTY residents during the TERM:

Exhibit A:	Description of SNF Services
Exhibit B (FY20):	Payment Provisions
Exhibit C:	Insurance Requirements for Professional Services Contracts
- II. **TERM.** Unless modified, amended, or terminated as provided herein, this AGREEMENT begins July 1, 2019 and expires June 30, 2020 ("TERM").

III. **SUBCONTRACTING.**

- A. CONTRACTOR may not subcontract for any mental health services under this AGREEMENT without the prior written approval of COUNTY. COUNTY will not approve any subcontract for Medi-Cal reimbursable mental health services provided under this AGREEMENT. CONTRACTOR may, however, hire qualified contract employees to provide Medi-Cal reimbursable services under the terms of this contract subject to approval by COUNTY.
- B. CONTRACTOR retains all obligations and responsibilities to COUNTY under this AGREEMENT during the term of an approved subcontract.
- C. All subcontracts will be in writing and in a format approved by COUNTY.
- D. Each subcontract must contain at a minimum the following:
 - 1. Full disclosure of the method and amount of compensation or other consideration to be received by the SUBCONTRACTOR from the CONTRACTOR.
 - 2. Specification of the services to be provided.
 - 3. Declaration that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations of the CONTRACTOR.
 - 4. Specification of the term of the subcontract including the beginning and ending dates as well as methods for amendment, termination and, if applicable, extension of the subcontract.
 - 5. SUBCONTRACTOR's agreement that SUBCONTRACTOR shall comply with and be bound by all terms of this AGREEMENT, including but not limited to Section IV of this AGREEMENT ("**Compliance and Legal Requirements**").
 - 6. Inclusion of the requirements set forth in Section VIII., subsection B of this AGREEMENT ("**Non-Payment to Entity/Provider**").
 - 7. SUBCONTRACTOR's agreement to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspections, examination or copying by the COUNTY; the State of California, including but not limited to officials from the State DHCS; any designated official of Federal Centers for Medicare & Medicaid Services (CMS); the Comptroller General of the United States; and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the SUBCONTRACTOR's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with general standards applicable to such books or record keeping, and for at least ten (10) years from the close of the COUNTY's fiscal year in which the subcontract was in effect.
 - 8. SUBCONTRACTOR's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the COUNTY.
 - 9. SUBCONTRACTOR's agreement that SUBCONTRACTOR will be

paid only by CONTRACTOR.

- E. CONTRACTOR must give written notice to each client served on a regular basis, and to the Behavioral Health Services Department (BHSD), of termination of an approved subcontract with an individual, group, or organizational provider no later than fifteen (15) days from the date of termination. During the term of the subcontract, CONTRACTOR will maintain documentation of compliance with this requirement for the time specified under Section IV, subsection M., of this AGREEMENT ("**Maintenance, Retention, and Confidentiality of Client Records**").

IV. COMPLIANCE AND LEGAL REQUIREMENTS.

A. Licensure.

1. **Facilities.** Facilities used to perform services pursuant to this AGREEMENT will meet all applicable requirements contained in federal, state, and local laws, statutes, or regulations;
2. **Personnel.** All persons performing services pursuant to this AGREEMENT must meet all applicable licensing, certification, or other federal, state, and local laws and regulations.

- B. **Medicare Rules if applicable.** CONTRACTOR must comply with all laws and regulations governing the Medicare program, including, but not limited to: 1.) the requirements of the Medicare Act, 42 U.S.C. sections 1395 et seq.; and 2.) the regulations and rules promulgated by the Centers for Medicare and Medicaid Services as they relate to conditions of certification, participation, coverage, and reimbursement. CONTRACTOR will be responsible for compliance as of the effective date of each federal, state, or local law or regulation specified.

- C. **Medi-Cal Rules if applicable.** CONTRACTOR must comply with all laws and regulations governing the Medi-Cal and Medicaid programs imposed by federal, state, and local statutes, regulations, and rules governing certification, participation, coverage, and reimbursement including, but not limited to applicable provisions of the following:

1. California Welfare and Institutions Code section 5600, et seq. (Short-Doyle/Bronzan-McCorquodale Acts)
2. Titles 9 and 22 of the California Code of Regulations
3. Title XIX of the Social Security Act, and any applicable regulations promulgated thereunder
4. Title VI of the Civil Rights Act (CRA) of 1964
5. The Age Discrimination Act of 1975
6. The Rehabilitation Act of 1973
7. Title IX of the Education Amendments of 1972
8. The Americans with Disabilities Act
9. Section 1557 of the Patient Protection and Affordable Care Act (ACA)
10. CONTRACTOR is required to comply with any applicable federal and state laws that pertain to enrollee rights and ensure that its employees and contracted providers observe and protect those rights.

11. CONTRACTOR shall comply with all applicable Medicaid laws, regulations, including applicable subregulatory guidance and contract provisions.
12. CONTRACTOR shall comply with all applicable laws and regulations relating to patients' rights, including but not limited to, Welfare and Institution Code Section 5325 and 42 Code of Federal Regulations (C.F.R.) Section 438.100. CONTRACTOR shall ensure its subcontractors comply with these provisions.
13. As a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610.
14. **Network Adequacy Standards**
 - a) CONTRACTOR shall meet the state standards for timely access to care and services, taking into account the urgency of need for services. CONTRACTOR shall offer hours of operation that are no less than the hours offered to commercial enrollees or that are comparable to Medicaid Fee-For-Service (FFS), if the provider serves only Medicaid enrollees. CONTRACTOR shall make services available twenty-four (24) hours a day, seven (7) days a week, when medically necessary.
 - b) CONTRACTOR shall establish mechanisms to ensure that it complies with the timely access requirements and shall monitor staff and services regularly to determine compliance with the timely access requirements. CONTRACTOR shall take corrective action if there is a failure to comply with the timely access requirements according to 42 C.F.R. Section 438.206(c)(1)(i)-(vi).
 - c) CONTRACTOR shall ensure the provision of physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities according to 42 C.F.R. Section 438.203(c)(3).
15. For all services that CONTRACTOR is required to provide to adults, each service must be furnished in an amount, duration, and scope that is no less than the amount, duration and scope for the same services provided under FFS Medicaid. CONTRACTOR must provide the same extent of services to enrollees under the age of twenty-one (21) as furnished to individuals under the age of twenty-one (21) under FFS Medicaid. CONTRACTOR is prohibited from arbitrarily denying or reducing the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition of the enrollee.
16. CONTRACTOR is required to share the result of any identification and assessment of enrollee's needs to prevent duplication of those activities with the State or other Managed Care Organizations (MCO), Prepaid Inpatient Health Plans (PIHP), and Prepaid Ambulatory Health Plans (PAHP) serving that enrollee.
17. CONTRACTOR will establish and maintain certification through California Department of Health Care Services (DHCS) to provide

Medi-Cal reimbursable services ("Medi-Cal Certification") before providing and billing for Medi-Cal services to Clients. CONTRACTOR will not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

D. Privacy. CONTRACTOR must comply with all state and federal laws regarding the privacy of medical information, including but not limited to the following:

1. The Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160, 162 and 164 (HIPAA);
2. The Health Information Technology for Economic and Clinical Health Act (HITECH Act), Pub. L. 111-5, Div. A, Title XIII, § 130001 et seq., Div. B, Title IV, § 4001 et seq., Feb. 17, 2009, 123 Stat. 226, 467, 42 U.S.C.A. § 300ii, et seq., and 4U.S.C.A. § 17901, et seq.;
3. California Welfare and Institutions Code section 5328 et seq.;
4. California Evidence Code section 1010 et seq.;

E. Other Applicable Laws. CONTRACTOR will provide services under this AGREEMENT in accordance with all other applicable federal, state, and local laws, rules, regulations, policies, and codes, including BHSD Policies and Procedures, effective at the inception of this AGREEMENT and that become effective during the TERM of this AGREEMENT.

F. Clean Air Act & Federal Water Pollution Control Act. CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and will include such provision in all subcontracts of amounts in excess of \$100,000. Violations will be reported to the Centers for Medicare and Medicaid Services.

G. Prohibition on Referrals/Business Conduct.

1. CONTRACTOR will comply with all applicable laws regarding the conduct of CONTRACTOR'S respective business and profession. CONTRACTOR will also comply with all laws or regulations governing conflict of interest and referral of clients, which are in effect or will become effective during the TERM of this AGREEMENT, including but not limited to the following:
 - a) Cal. Business and Professions Code section 650; Cal. Labor Code section 3215; and section 1128B of the Social Security Act (prohibition on payments for referral of Clients); and
 - b) Cal. Labor Code sections 139.3 and 139.31; Cal. Business and Professions Code sections 650.01 and 650.02; and section 1877 of the Social Security Act (prohibition on referrals of clients by a contractor for certain designated health care services to an entity with which the contractor (or the referring party's immediate family) have a financial relationship).

H. Grant Agreements. CONTRACTOR will comply with all federal and state funding contracts under which the COUNTY is a Grantee that apply to the

services performed under this AGREEMENT and said grant provisions are a part of this AGREEMENT as if fully set forth herein. CONTRACTOR may request a copy of any pertinent grant agreement.

I. Certification of Health Care Providers.

1. CONTRACTOR certifies that neither CONTRACTOR nor its employees, directors, board members, subcontractors, or agents have been convicted of a criminal offense related to health care, nor is CONTRACTOR or its employees, directors, board members, subcontractors or agents listed by any federal or state agency as debarred, excluded, or otherwise ineligible for participation in federal or state funded health care programs.
2. CONTRACTOR certifies that it has performed an appropriate screening of all its employees, directors, board members, subcontractors, and agents prior to making the aforementioned certification.
3. CONTRACTOR will screen on a regular basis all CONTRACTOR employees, directors, board members, subcontractors and agents to determine whether they are excluded or otherwise ineligible for participation in federal or state funded health care programs. CONTRACTOR further agrees to screen all new employees. The screening procedure will meet the screening requirements set forth in the BHSD's Policies and Procedures relating to excluded provider's status. At a minimum, CONTRACTOR will screen each person against 1.) the U.S. Department of Health & Human Services (DHHS) Office of Inspector General (OIG) List of Excluded Individuals/Entities, and 2.) the State Medi-Cal Suspended and Ineligible Provider List ("Excluded Provider Lists"). If CONTRACTOR employees, directors, board members, subcontractors, and agents are found to be on the Excluded Provider Lists, or if they are being investigated for an offense that may lead to exclusion, CONTRACTOR agrees to immediately send a written notice to BHSD's Compliance Manager to determine appropriate action. If CONTRACTOR's employees, directors, board members, subcontractors, or agents is excluded or debarred, or charged with a criminal offense, CONTRACTOR will remove the individual from any responsibility for, or involvement in, the provision of services under this AGREEMENT for an amount of time determined by COUNTY. If CONTRACTOR is excluded or debarred, or charged with a criminal offense, COUNTY may terminate the contract immediately.
 - a) CONTRACTOR certifies that its license and the licenses of all persons providing services pursuant to this AGREEMENT are in good standing and are not subject to any pending license investigations or citations. CONTRACTOR shall notify COUNTY immediately by sending written notice to the BHSD Compliance Officer upon learning that its license, or the license

of any person providing services pursuant to this AGREEMENT, is being investigated, has been cited for a license violation, is restricted in any way, or is no longer in good standing.

- b) COUNTY may terminate this AGREEMENT immediately if CONTRACTOR violates any of the provisions in this subsection.
- c) CONTRACTOR will defend, indemnify and hold harmless COUNTY for any loss or damage resulting from any conviction, debarment, or any exclusion of CONTRACTOR or its employees, directors, board members, subcontractors or agents.
- d) If CONTRACTOR utilizes COUNTY facilities while performing services pursuant to this AGREEMENT, CONTRACTOR will read and abide by the BHSD Program Policy, Code of Conduct, and Compliance Program Plan and will attend a compliance workshop provided by the COUNTY. CONTRACTORS utilizing non-COUNTY facilities must provide COUNTY with a copy of their compliance program, upon request.

J. Non-Discrimination.

1. Non-Discrimination in Services, Benefits and Facilities.

- a) Consistent with the requirements of applicable federal or state law, CONTRACTOR will not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliation, or marital status.
- b) CONTRACTOR will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 1977, and found in the Federal Register, Volume 42, No. 86, Page 22675 et seq., dated May 4, 1977.
- c) CONTRACTOR will include the nondiscrimination and compliance provisions of this AGREEMENT in all subcontracts for the provision of services pursuant to this AGREEMENT.
- d) CONTRACTOR will serve clients as determined by COUNTY's policies, procedures, directives, guidelines, and Cultural Competency Plan to insure that all eligible clients receive services from clinical staff that is culturally, ethnically,

and linguistically competent. In addition, services will be delivered in a manner that is considerate of clients' and family members' cultures while preserving clients' dignity and respecting their right to choose. For the Cultural Competency Plan, refer to

<http://www.sccgov.org/portal/site/mhd/CulturalCompetencyPlan>.

- e) In order to serve bilingual clients County will assess bilingual needs and require CONTRACTOR to recruit, employ, and maintain bilingual staff at a level designated by the County in support of the programs provided by CONTRACTOR and described in Exhibit A attached herein.
 - f) Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to Title 9, California Code of Regulations, sections 1820.205, 1830.205, or 1830.210, prior to providing any Medi-Cal covered services to clients who are Medi-Cal beneficiaries.
2. **Appropriate Facilities.** CONTRACTOR facilities will have access for the disabled to the extent required by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other applicable laws requiring such access.

K. COUNTY Ordinances, Resolutions, Policies, Procedures, Directives, and Guidelines.

- 1. CONTRACTOR must provide services under this AGREEMENT in accordance with the ordinances and resolutions of the COUNTY Board of Supervisors and the applicable policies, procedures, directives, and guidelines of the COUNTY, BHSD, and the County of Santa Clara Health System ("Health System"). CONTRACTOR must be in compliance with any new or modified policy, procedure, or directive within thirty (30) days from the date on which CONTRACTOR receives notice of such new or modified policy, procedure, or directive, or sooner if required by federal, state, or local regulations.
- 2. If CONTRACTOR receives training from County in pandemic and other disasters ("All Hazards") including, but not limited to: identifying high risk populations, monitoring psychosocial reactions to All Hazards, disseminating appropriate educational materials, providing safe intervention as needed, and making appropriate referrals, CONTRACTOR will, at the discretion of the Director of BHSD, be involved in planning and response activities related to All Hazards.
- 3. **No Smoking Policy.** CONTRACTORS and its employees, agents and subcontractors must comply with the COUNTY's No Smoking Policy set forth in Board Policy section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical

Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

4. **Beverage Nutritional Criteria.** Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events. If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving. If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

- L. **Admissions.** CONTRACTOR will maintain its client admission procedures and eligibility criteria in writing and must make such procedures and eligibility criteria available to the public upon request. Such admissions procedures must be in conformance with Welfare and Institutions Code section 5600 et seq. CONTRACTOR will comply with BHSD's discharge policy, which is described in **Exhibit A** attached herein.

1. CONTRACTOR will admit clients in accordance with the following:
 - a) **Exhibit A, Admission** of this agreement;
 - b) clients with a DSM IV diagnosis are subject to bed availability, the order of a physician, and compliance with reasonable

- admission policies and procedures, as designated by COUNTY;
- c) clients who are in need of 24-hour care, who may have histories of or, without adequate treatment, are at risk of displaying behavioral symptoms, such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness, which preclude them from being admitted into a lower level care facility, will be considered acceptable for admission with prior authorization from COUNTY.
2. Frequency, scope and severity of the above behaviors will be a determining factor to be negotiated on an individual client basis between COUNTY and CONTRACTOR. COUNTY may grant individual exceptions to the above admission criteria. It is agreed by COUNTY and CONTRACTOR that clients whose mental illness requires an acute care level, as well as clients suffering exclusively from developmental disability, mental retardation or physical illnesses alone (without a psychiatric component), will not be considered for admission. All admissions are subject to the Prior Authorization process as described below in the section titled, **Prior Authorization**.
 3. Clients exceeding the capabilities of the facility will not be admitted. Contractor will cooperate with COUNTY 24-Hour Care Unit staff in evaluating appropriateness of each client presented for admission. In the event CONTRACTOR denies admission to a client approved by COUNTY, CONTRACTOR will cooperate with COUNTY 24-Hour Care Unit in formal review of a denied admission.
 4. CONTRACTOR reserves the right to conduct a pre-admission interview. CONTRACTOR will designate specific individuals responsible for admission authorization and admission arrangements. The interview and decision process and notification of decision outcome and reasons in case of denial shall occur within three working days of request for admission.
 5. **Prior Authorization.**
 - a) COUNTY's prior authorization form must be completed prior to admission for each client admitted by CONTRACTOR to their facility under this AGREEMENT, or COUNTY will not pay for any services provided by CONTRACTOR.
 - b) COUNTY contract liaison identified in **Exhibit A** of this AGREEMENT will provide CONTRACTOR with a completed authorization form prior to each client admission to CONTRACTOR's program and/or facility. A client may be admitted without a completed authorization form on the basis of a verbal authorization from COUNTY contract liaison and with mutual consent of the CONTRACTOR provided that CONTRACTOR receives COUNTY authorization form within five (5) working days from the date of admission. COUNTY will not pay for any services provided to clients by CONTRACTOR prior to COUNTY executing a written prior authorization form or

in rare instances, following a verbal authorization followed up in writing within five (5) working days.

M. Maintenance, Retention, and Confidentiality of Client Records.

1. **Maintenance of Records.** CONTRACTOR must maintain legible and adequate medical, clinical, and/or rehabilitation records on each client as required by all applicable laws based on program type and funding source. Such records will, at a minimum, include: (a) diagnostic studies, if applicable; (b) a description of the goals set for each client's care; (c) documentation describing services provided by various professionals and paraprofessionals; (d) documentation regarding client interviews and/or progress notes. CONTRACTOR will maintain such records in the form determined or approved by federal, state, and COUNTY laws, rules, and regulations. Such records will be in sufficient detail to facilitate evaluation of the services provided pursuant to this AGREEMENT and will contain all data necessary to prepare any reports required by the California Department of Health Care Services (DHCS).
2. **Record Retention.** CONTRACTOR will maintain client medical and/or clinical records as required by the California Code of Regulations or any other applicable laws. At a minimum, records will be retained for adult clients for a period of ten (10) years from the date of discharge, and records of persons who are under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the client's eighteenth (18th) birthday, or a period of ten (10) years from the date of discharge, whichever is later.
3. **Confidentiality.** CONTRACTOR will maintain the confidentiality of medical and psychiatric records of clients as required by applicable state and federal laws including, but not limited to those referenced in Section IV, subsection D, of this AGREEMENT ("Privacy").
4. **Access to Client records at Conclusion of Agreement.** Upon expiration or termination of this AGREEMENT, CONTRACTOR will deliver all client records to COUNTY within fifteen (15) working days of the date of expiration or termination. Client records include all medical/clinical records, utilization and peer review records, medication monitoring records, and all fiscal records related to funding received under this AGREEMENT. If CONTRACTOR is required to retain such records, CONTRACTOR will supply copies of the records to COUNTY, at CONTRACTOR's expense, and will allow inspection of the original records by COUNTY upon request during the duration of the applicable retention period. Although CONTRACTOR will, in this event, have possession of client records and information, COUNTY will own all such information and records.
5. If CONTRACTOR is required to retain such records,

CONTRACTOR will supply copies of the records to COUNTY, at CONTRACTOR's expense, and will allow inspection of the original records by COUNTY upon request during the duration of the applicable retention period. Although CONTRACTOR will, in this event, have possession of client records and information, COUNTY will own all such information and records.

6. CONTRACTOR is required to submit data that allows COUNTY to verify the accuracy, timeliness, completeness, logic, and consistency of the data reported. Data must be submitted in standardized formats to the extent feasible and appropriate, including in secure information exchanges and technologies utilized for State Medicaid quality improvement and care coordination efforts. CONTRACTOR is required to make all collected data available to the State and upon request to CMS.
7. CONTRACTOR shall allow the State, the Office of the Inspector General (OIG), the Comptroller General, and their designees to inspect and audit any records or documents at any time; inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted at any time; and audit records or documents for ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.
8. CONTRACTOR is required to retain, as applicable, enrollee grievance and appeal records in accordance with 42 C.F.R. Section 438.416; base data in accordance with 42 C.F.R. Section 438.5(c); Medical Loss Ratio (MLR) reports in accordance with 42 C.F.R. Section 438.8(k); and the data, information, and documentation specified in 42 C.F.R. Sections 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years.
9. CONTRACTOR is required to allow the State, CMS, the Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, or their designees to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the CONTRACTOR or of the CONTRACTOR's contractor, that pertain to any aspect of the services and activities performed, or determined of amounts payable, under the Agreement.
10. CONTRACTOR is required to make available for the purposes of an audit, evaluation, or inspection by the State, CMS, the DHHS Inspector General, the Comptroller General or their designees, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees. The right to audit by the State, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist through ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later. If the State, CMS, the DHHS Inspector General, or their designees

determine that there is a reasonable possibility of fraud or similar risk, the State, CMS, the DHHS Inspector General, or their designees may inspect, evaluate, and audit the CONTRACTOR at any time.

N. Notifications.

1. Within a reasonable time after receiving notice of beneficiary's enrollment, CONTRACTOR and its subcontractors shall inform beneficiaries about:
 - a) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
 - b) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - c) The availability of assistance to the beneficiary with filing grievances and appeals.
 - d) The beneficiary's right to request a State fair hearing after the COUNTY has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
 - e) The beneficiary's right to request continuation of benefits that the COUNTY seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

- O. **Medi-Cal Certification.** CONTRACTOR will establish and maintain certification through COUNTY to provide Medi-Cal reimbursable services ("Medi-Cal Certification") before providing and billing for Medi-Cal services to clients. CONTRACTOR will not be reimbursed by COUNTY for any Medi-Cal services rendered prior to certification.

V. DISCLOSURE OF VIOLATIONS AND UNUSUAL INCIDENTS.

- A. CONTRACTOR will notify COUNTY by telephone of the violation of any provision of this AGREEMENT within twenty-four (24) hours of obtaining reasonable cause to believe that a violation has occurred. In addition, notice of such violation will be confirmed by delivering a written notice to the Director of BHSD within seventy-two (72) hours of obtaining reasonable cause to believe that such violation has occurred. Such notice will describe the violation in detail (See BHSD Policy and Procedures 243).
- B. CONTRACTOR will comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents.
- C. CONTRACTOR must report potential fraud, waste, and abuse information to the COUNTY. CONTRACTOR shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste, and abuse that include prompt reporting to the COUNTY about the following:
 1. Any potential fraud, waste, or abuse.
 2. All overpayments identified or recovered, specifying the

- overpayments due to potential fraud.
- 3. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of beneficiary.
- 4. Services Verification.
- D. In the event, and annually thereafter and upon request, that any person obtains an interest of five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by CONTRACTOR, and that interest equals at least five percent (5%) of CONTRACTOR's property or assets, CONTRACTOR will make the disclosures set forth in the section below:
 - 1. The name and address of any person (individual or corporation) with an ownership or control interest in the CONTRACTOR's network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - 2. Date of birth and Social Security Number (in the case of an individual);
 - 3. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a five percent (5%) or more interest);
 - 4. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the CONTRACTOR as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a five percent (5%) or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - 5. The name of any other disclosing entity in which the CONTRACTOR or subcontracting network provider has an ownership or control interest; and
 - 6. The name, address, date of birth, and Social Security Number of any managing employee of the CONTRACTOR's organization.
 - 7. COUNTY would require any person or provider with a 5% or more direct or indirect ownership interest in the provider to submit a set of fingerprints per 42 C.F.R. 455.434(b)(2).
- E. CONTRACTOR must submit disclosures and updated disclosures to the COUNTY including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed:
 - 1. The ownership of any subcontractor with whom the CONTRACTOR has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period ending on the date of the request; and

2. Any significant business transactions between the CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.
3. CONTRACTOR must obligate network providers to submit the same disclosures regarding network providers within thirty-five (35) days upon request.

F. CONTRACTOR shall submit the following disclosures to the COUNTY regarding the CONTRACTOR's management:

1. The identity of any person who is a managing employee of CONTRACTOR who has been convicted of a crime related to federal health care programs according to 42 C.F.R. Section 455.106(a)(1)-(2).
2. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. Section 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
3. CONTRACTOR supply the disclosures before entering into the contract and at any time upon the COUNTY's request.

VI. **PERFORMANCE OUTCOMES.** CONTRACTOR will comply with the performance outcomes and measurements established in this AGREEMENT, all applicable laws and regulations, as well as the Exhibits attached to this AGREEMENT.

VII. **CONTRACTING PRINCIPLES.**

- A. All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.
- B. To ensure compliance with these contracting principles, all CONTRACTORS must: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

VIII. FINANCIAL REQUIREMENTS.

A. Budget Contingency. This AGREEMENT is contingent upon the appropriation of sufficient funding by Federal, State and County sources for the services covered by the AGREEMENT. If it becomes apparent to COUNTY at any time, in COUNTY's sole discretion, that insufficient funding will exist, or that funding from any source will be discontinued, delayed, denied, reduced, or disallowed for any of the services covered under this AGREEMENT, COUNTY has the option to either terminate this AGREEMENT without notice and with no liability beyond that is otherwise stated in this AGREEMENT, or to offer an amendment to this AGREEMENT indicating the reduced amount.

B. Non-payment to Entity/Provider.

1. CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not submit a claim to demand or otherwise collect reimbursement from the client or persons acting on behalf of the client for any services including specialty mental health or related administrative services provided under this AGREEMENT except to collect other health insurance coverage, share of cost, and co-payments. The CONTRACTOR or an affiliate, vendor, or subcontractor of the CONTRACTOR will not hold beneficiaries liable for costs of covered services provided under a contract, referral, or for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize a client with an emergency psychiatric condition.
2. In the event that the CONTRACTOR becomes insolvent, the CONTRACTOR, or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not hold beneficiaries liable for debts for costs of covered services for which the State or COUNTY does not pay the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor.

C. Compensation.

1. Payment will be made pursuant to the rates, terms and conditions set forth in the attached **Exhibit B**, which are incorporated by this reference.
2. Once a discharge date or plan is established by all parties, COUNTY will pay CONTRACTOR for services up to 5 days after the agreed upon discharge date. Beyond the 5th day, COUNTY will not be financially responsible for any services provided to client by CONTRACTOR. COUNTY must approve any exceptions to this provision in writing.
3. COUNTY will pay within 45 days of receipt of an undisputed claim, which has been properly executed and submitted to COUNTY. (See Welfare and Institutions Code, §5657). CONTRACTOR will submit all claims for reimbursement under this AGREEMENT within 60 days of the date the services are provided. Claims submitted later than 60 days following the conclusion of the TERM of this AGREEMENT will not

- require reimbursement by COUNTY. Extension of the 60 day time-line may be granted by the Mental Health Director upon written request.
4. CONTRACTOR must repay COUNTY for any overpayment identified in the course of an audit within 30 days of audit completion. At COUNTY's discretion, repayment may be scheduled for direct submission to COUNTY or as an offset to any future bills from CONTRACTOR for services rendered under this AGREEMENT.
 5. CONTRACTOR shall not bill enrollees for covered services any amount greater than would be owed if the entity provided the services directly (i.e., no balance billing by providers) per Section 1932(b)(6) of the Act; 42 C.F.R. Section 438.3(k); and 42 C.F.R. Section 438.230(c)(1)-(2).

D. Third Party Billing.

1. **Client's Personal Financial Liability.** COUNTY policy requires the use of information provided by client or client's conservator or payee, to determine the personal financial obligation ("IMD Fee") of every client for whom services are provided pursuant to this AGREEMENT. When the client has been determined by State Medi-Cal to have a Medi-Cal Share of Cost liability (SOC), the IMD Fee, will be equal to the SOC.
2. **IMD Fee or Share of Cost ("SOC") Collection.** When a client has a SOC obligation, CONTRACTOR will collect such SOC from the client or the client's conservator or payee on a monthly basis, and credit COUNTY for all such collections against CONTRACTOR's claims to COUNTY. When a client has a non-SOC IMD Fee as their personal financial obligation, COUNTY will collect such IMD Fee from the client or the client's conservator or payee, and COUNTY will retain all such funds as its own. CONTRACTOR will assist the client or the client's billings for IMD Fees and in remitting payment.
3. **Third Party Billing.** CONTRACTOR will bill any entity financially responsible for all or part of the clients health care services (third-party payers) and may retain any amounts collected as a result of such billing. However, if CONTRACTOR has been paid by COUNTY for services for which third-party payments are collected, CONTRACTOR will deduct the amounts collected from CONTRACTOR's claim for reimbursement from COUNTY. To the extent that COUNTY reimburses CONTRACTOR for services covered and paid by a third-party payer, COUNTY will recoup such reimbursement or offset from amounts owed to CONTRACTOR.
4. **Billing to Other Third-Party Payers for Services Not Covered by this AGREEMENT (Ancillary Health Care Services).** CONTRACTOR will bill any financially responsible person or entity ("third-party payers") for all or part of a client's ancillary health care service, and may retain any amounts collected as a result of such billing; provided, however that if CONTRACTOR has been reimbursed by COUNTY for such services or if COUNTY has provided such services to a client, CONTRACTOR will promptly disburse to COUNTY any funds collected by CONTRACTOR or at the discretion of the Mental Health Director, may credit COUNTY against CONTRACTOR's claim for reimbursement to COUNTY.

CONTRACTOR will retain documentation relating to billings and payments of such ancillary health care services, whether full or partial, and make such information available to COUNTY, in the manner specified by COUNTY.

5. **Record Retention.** CONTRACTOR will retain documentation relating to billings to and payments, whether full or partial, from third-party payers and to make such information available to COUNTY on reasonable request in the manner specified by COUNTY.

E. Certified Audit.

1. Within one hundred and twenty (120) days of the termination date of this AGREEMENT, and within one hundred and twenty (120) days of any June 30 occurring during the TERM of this AGREEMENT, CONTRACTOR will furnish BHSD a copy of the audit of CONTRACTOR's financial records for TERM of this AGREEMENT or CONTRACTOR's last audited period, whichever is later, as well as a financial statement for that period, prepared by a Certified Public Accountant. The audit report will include a schedule of revenues and costs by program. Extensions of this AGREEMENT will not extend the date by which this material must be submitted. Extensions of time to submit this material will be given where such audit is delayed by COUNTY's failure to provide necessary information and may be granted in other instances at the sole discretion of COUNTY. CONTRACTOR's request for such extension must be made, in writing to the BHSD Director, at least ten (10) working days prior to the date on which the material is due.
2. If applicable, CONTRACTOR will provide COUNTY with a Single Audit report when required by Federal law. The report will be prepared by a Certified Public Accountant, which is in accordance with applicable provisions of the **Federal Single Audit Act of 1984 as amended by the Single Audit Act Amendment of 1996** (Public Law 98-502) by the earlier of thirty (30) days after the receipt of the audit report or nine (9) months after the end of the audit period.

- F.** CONTRACTOR has the right to appeal audit findings and related COUNTY actions in writing to the Behavioral Health Services Department Director. COUNTY will schedule a hearing with the Director or designee for CONTRACTOR appeals.

- G. Financial and Statistical Records.** CONTRACTOR will maintain all financial, statistical or accounting records associated with the provision of services described in **Exhibit A** of this AGREEMENT in accordance with generally accepted accounting principles by the State of California, COUNTY, and if applicable, in accordance with Medicare and Medi-Cal regulations.

1. CONTRACTOR must maintain such financial records for a period of ten (10) years from the termination or expiration of this AGREEMENT.
2. CONTRACTOR will allow the agencies listed in (d) of this section, do the following:
 - a. to inspect or evaluate the cost, quality, appropriateness, and timeliness of services performed;
 - b. to audit and inspect any charts, books and records of CONTRACTOR which pertain to services performed and/or determination of the

amounts payable under this AGREEMENT; and

- c. to have reasonable access to facilities, programs, materials, clients, or other persons, that such officials deem necessary to monitor or audit services rendered. Except as otherwise provided in LAWS, such access will be provided during CONTRACTOR's normal business hours upon proper notice (see section titled **Contracting Principles**).

H. **Withholding Compensation.** COUNTY reserves the right to withhold amounts from future compensation equal to the amount of any disallowance for billed services and/or other payments due to the County as determined following an audit and/or investigation by COUNTY.

I. **Maintenance and Retention of Financial, Billing and Statistical Records.** CONTRACTOR must maintain all financial, statistical, billing, or accounting records associated with the provision of each type of service pursuant to this AGREEMENT and all applicable Exhibits that are necessary to support the audit prepared pursuant to Section VIII. subsection E., of this AGREEMENT ("**Certified Audit**"). Moreover, CONTRACTOR must maintain all statistical data necessary to support the allocation of such costs among programs or types of programs and/or among payers, and will maintain records in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations, and such other statistical data as will be necessary to satisfy the requirements of all state, federal, and local laws, rules, regulations, and codes. CONTRACTOR will maintain such data in a format specified by the State of California and/or COUNTY; and, if applicable, in accordance with Medicare, Medi-Cal, or other pertinent regulations.

1. CONTRACTOR must maintain such financial records for a period of ten (10) years from the later of this AGREEMENT.
2. CONTRACTOR will allow, and will require all subcontractors to allow, the agencies listed below in subsections (a) through (e) access and the right to inspect or evaluate the cost, quality, appropriateness, and timeliness of services performed; the right to audit and inspect any books, charts and records of CONTRACTOR that pertain to services performed and/or determination of the amounts payable under this AGREEMENT; and the right to have reasonable access to facilities, programs, clients, or other material or persons such officials deem necessary to monitor or audit services rendered during the TERM and, unless otherwise stated in this AGREEMENT, for a period of ten (10) years after the service was provided pursuant to this AGREEMENT. Except as otherwise provided under applicable laws, such access will be provided during CONTRACTOR's normal business hours upon proper notice. (See also Section VII. of this AGREEMENT ("**Contracting Principles**").)
 - a) State of California, including but not limited to, officials from the State Department of Health Care Services (DHCS);
 - b) any designated official of the Federal Department of Health and Human Services (DHHS);

- c) the "fiscal intermediary"— agency responsible for processing Medi-Cal and/or Medicare payments;
 - d) the Comptroller General of the United States;
 - e) any other agent or representative of the Federal, State, or local government conducting appropriate activities under this AGREEMENT.
3. For the purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any associated regulations, CONTRACTOR will comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this AGREEMENT:
- a) until the expiration of ten (10) years after the furnishing of services pursuant to this AGREEMENT, CONTRACTOR will make available to the Secretary of the DHHS ("SECRETARY"), to the Comptroller General of the United States, or to any of their duly authorized representatives, upon written request, this AGREEMENT, and any books, documents, and records in CONTRACTOR'S possession that are necessary to certify the nature and extent of such costs, and;
 - b) if CONTRACTOR carries out any of the duties of this AGREEMENT through a subcontract with a related organization that has a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract will contain a clause specifying that until the expiration of ten (10) years after the provision of services pursuant to such subcontract, the related organization will make available to the SECRETARY, to the Comptroller General, or to any of their duly authorized representatives, upon written request, the subcontract and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
- J. **Recovery of Overpayment.** CONTRACTOR shall report and refund to the County any overpayments within sixty (60) calendar days of when it has identified the overpayment. CONTRACTOR shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State or COUNTY determines there is a credible allegation of fraud. CONTRACTOR shall specify the reimbursement policies for the treatment of recoveries of all overpayments, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse or incorrect billing practices pursuant to the False Claims Act. The policy shall specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the State or COUNTY in situations where the CONTRACTOR is not permitted to retain some or all of the recoveries of overpayments.
- K. CONTRACTOR shall only invoice for services that are covered under

this AGREEMENT, and shall ensure that no payments are made for services not covered, except when payments are specifically required to be made by the State in Title XIX of the Act, in 42 C.F.R., or when the state agency makes direct payments to CONTRACTOR for graduate medical education costs approved under the State Plan.

- L. **Cost Sharing.** This AGREEMENT requires that any cost sharing imposed on Medicaid enrollees is in accordance with Medicaid FFS requirements, including 42 C.F.R. Sections 447.50-82. CONTRACTOR shall exempt from premiums any Indian who is eligible to receive or has received an item or service furnished by an Indian Health Care Provider (IHCP) or through referral under contract health services. CONTRACTOR shall also exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral under contract health services.
- M. **Insolvency.** Medicaid enrollees shall not be held liable for CONTRACTOR's debts in the event that CONTRACTOR becomes insolvent. Medicaid enrollees shall not be held liable for covered services provided to the enrollee for which the State does not pay the CONTRACTOR, or for which the State or COUNTY does not pay CONTRACTOR under a contractual, referral, or other arrangement. Medicaid enrollees shall not be held liable for covered services furnished under a contract, referral, or other arrangement to the extent that those payments are in excess of the amount the enrollee would have owed if the CONTRACTOR covered the services directly.

IX. GENERAL PROVISIONS

- A. **Amendments.** This agreement may only be amended by a written instrument signed by the Parties.
- B. **Termination.**
 - 1. **For Cause.**
 - a) COUNTY may terminate this AGREEMENT for cause if CONTRACTOR breaches any material term of this AGREEMENT and CONTRACTOR fails to cure such breach within the time specified by COUNTY in the notice of termination. COUNTY reserves the right to terminate immediately, without a period to cure such breach, if CONTRACTOR fails to comply with the requirements of Section V of this AGREEMENT ("**Disclosure of Violations and Unusual Incidents**"). The effective termination date of this AGREEMENT will be set forth in a Notice to Terminate provided to CONTRACTOR by COUNTY.
 - b) "For Cause" includes, but is not limited to, the following:
 - i. failure to comply with any provision of this AGREEMENT;
 - ii. violation of any applicable federal, state or local laws, rules, regulations, and/or codes and ordinances;
 - iii. filing by CONTRACTOR for protection under the bankruptcy

- laws, or requesting a receivership;
 - iv. assignment of this AGREEMENT without the written consent of BHSD;
 - v. failure to maintain any licensure or permit as required under this AGREEMENT or failure to utilize licensed personnel where required by law;
 - vi. failure to provide services under this AGREEMENT in a satisfactory manner.
2. **Termination without Cause.** Either party may terminate this AGREEMENT without cause following ninety (90) days written notice to the other party, except as otherwise provided in this Agreement.
3. Upon termination of this AGREEMENT, CONTRACTOR shall participate in and make arrangements for the orderly transition of clients. CONTRACTOR may use its allocation of funding for services under this AGREEMENT during transitioning, as long as it is within the maximum financial obligation allowed under this AGREEMENT. Within (10) business days from the date on the notice of termination, CONTRACTOR must provide to the BHSD Contracts Administration Unit a list of clients who received mental health services or who were seen on a regular basis by CONTRACTOR. The information included on the list will be: name of client, recent phone number, address and/or contact information.
- C. **Assignment.** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.
- D. **Conflict of Interest**
- 1. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this AGREEMENT and is grounds for immediate termination of this AGREEMENT by the COUNTY.
 - 2. In accepting this AGREEMENT, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this AGREEMENT. CONTRACTOR further covenants that, in the performance of this AGREEMENT, it will not employ any contractor or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this AGREEMENT, and (2) prohibits such persons from making or

participating in making decisions that will foreseeably financially affect such interests.

3. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall, upon execution of this AGREEMENT, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of CONTRACTOR's service to the COUNTY under this AGREEMENT. Contractor shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this AGREEMENT in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the AGREEMENT, end their service to the COUNTY.
 4. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this AGREEMENT, annually by April 1, and within 30 days of their termination of service pursuant to this AGREEMENT.
- E. Political Reform Act (Form 700 Filing) Requirement.** A Consultant Applicability Analysis (CAA) Form must be completed for services provided under this AGREEMENT. If applicable, CONTRACTOR must complete a Disclosure Determination for Consultant (DDC) form to be approved by County Counsel. COUNTY shall provide a copy of the DDC Form to the COUNTY filing official, who will be responsible for eDisclosure entry and Form 700 notice to listed consultant filers. Each filer must complete and file Form 700 within 30 days of the start date under the AGREEMENT, annually, and within 30 days of leaving service under the AGREEMENT.
- F. Assignment of Clayton Act or Cartwright Act Claims.** CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this AGREEMENT.
- G. California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If

Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information. Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

- H. **Relationship of the Parties.** CONTRACTOR will perform all work and services described herein as an independent CONTRACTOR and not as an officer, agent, or employee of COUNTY. None of the provisions of this AGREEMENT is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this AGREEMENT. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership, or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. CONTRACTOR will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. COUNTY will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. CONTRACTOR's personnel rendering services under this AGREEMENT will not have any of the rights or privileges of COUNTY or State employees. CONTRACTOR and its agents, employees, and subcontractors will not have any claim against the COUNTY or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc. Notwithstanding any reference to a managed care plan or system of care, CONTRACTOR will act as an entity separate and apart from the COUNTY, and will be considered an independent CONTRACTOR for all purposes, including liability and litigation.
- I. **Indemnification and Insurance.** Indemnification and insurance requirements for Professional Services are as stated in **Exhibit C**, which is incorporated by this reference.
- J. **Problem Resolution and Appeal Process.** Pursuant to sections 1850.305 et seq. of Title 9, California Code of Regulations, CONTRACTOR will follow the

Problem Resolution and Appeal process established by BHSD to resolve Mental Health Plan (MHP) payment authorization issues, complaints, and/or concerns (see BHSD Policies and Procedures).

- K. **Notices.** All notices required to be given under the terms of this AGREEMENT will be in writing and must be delivered in person, transmitted by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

One copy to:

County of Santa Clara, Board of Supervisors
Clerk of the Board
70 West Hedding Street
San Jose, California 95110

One copy to:

Behavioral Health Services Department
Toni Tullys, MPA, Director
828 South Bascom Avenue, Suite 280
San Jose, California 95128

One copy to:

Garfield Neurobehavioral Center
Attn: Leslie Davis, SVP, CFO
1080 Marina Village Parkway, Suite 100
Alameda, California 94501

L. **Miscellaneous.**

1. This AGREEMENT will be binding upon the successors, assigns, heirs, and beneficiaries of the parties hereto, subject to the provisions of Section IX., subsection C of this AGREEMENT, ("Assignment").
2. The paragraph headings used in this AGREEMENT are intended solely for convenience of reference and will not in any way or manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this AGREEMENT.

- M. **Entirety.** This AGREEMENT, including its Exhibits, constitutes the final, complete and exclusive statement of the terms of the AGREEMENT between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this AGREEMENT. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT.

- N. **Severability.** In the event any one or more of the provisions contained in this AGREEMENT are, for any reason, held to be invalid, illegal, or unenforceable in any respect, it will not affect any other provision of this AGREEMENT. This AGREEMENT will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- O. **Governing Law/Venue.** This AGREEMENT has been executed and delivered in, and will be construed and enforced in accordance with, the law of the State of California. Venue will be in the County of Santa Clara,

California.

- P. **Waiver.** No delay or failure to require performance of any provision of this AGREEMENT will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply to the specific instance expressly stated.
- Q. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- R. **Contract Execution.** Unless otherwise prohibited by law or COUNTY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.
- S. **Compliance with All Laws.** Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- T. **Compliance with Non-Discrimination and Equal Opportunity Laws:** Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- U. **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to,

the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

- V. **Definitions:** For purposes of this section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- W. **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- X. **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- Y. **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement

concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

- Z. **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- AA. **Material Breach:** Failure to comply with any part of this section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this Agreement. (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer Contractor an opportunity to cure the breach.
- BB. **Subcontractors:** Contractor shall impose all of the requirements set forth in this section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.
- CC. **Third Party Beneficiaries.** This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
- DD. **Intellectual Property Rights.** Ownership: COUNTY shall own all right, title and interest in and to the Deliverables. For purposes of this AGREEMENT, the term "Deliverables" shall mean any documentation and deliverables created by CONTRACTOR during the performance of services that are identified in this AGREEMENT. CONTRACTOR hereby assigns to the COUNTY all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by CONTRACTOR, either alone or jointly with others, during the period of CONTRACTOR's AGREEMENT with the COUNTY or result from the use of premises leased, owned or contracted for by the COUNTY. CONTRACTOR acknowledges that all original works of authorship which are made by CONTRACTOR (either solely or jointly with others) within the scope of this AGREEMENT and which are protectable by copyright are "works made for hire," as that term is defined in the United States

Copyright Act (17 U.S.C. Section 101), and shall belong solely to COUNTY. CONTRACTOR agrees that the COUNTY will be the copyright owner in all copyrightable works of every kind and description created or delivered by CONTRACTOR, either solely or jointly with others, in connection with any agreement with the COUNTY.

- EE. **Intellectual Property Indemnity.** CONTRACTOR represents and warrants for the benefit of the COUNTY and its users that, to its knowledge, as of the effective date of this AGREEMENT, CONTRACTOR is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this AGREEMENT. CONTRACTOR shall defend, indemnify and hold the COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this AGREEMENT infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in **Exhibit C** of this AGREEMENT.
- FF. **Ownership Rights to Materials/ Restrictions on Use.** All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the COUNTY. To the extent CONTRACTOR owns or claims ownership rights to said Deliverables, CONTRACTOR hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the COUNTY pursuant to the terms and conditions of this AGREEMENT and at no additional cost. The COUNTY has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this AGREEMENT. If CONTRACTOR wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the CONTRACTOR shall obtain prior written authorization from the COUNTY, which consent may be withheld by the COUNTY in its sole discretion. CONTRACTOR acknowledges that all original works of authorship which are made by CONTRACTOR (solely or jointly with others) within the scope of this AGREEMENT and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to COUNTY. CONTRACTOR agrees that the COUNTY will be the copyright owner in all copyrightable works of every kind and description created or developed by CONTRACTOR, solely or jointly with others, in connection with any agreement with the COUNTY. If requested to, and at no further expense to the COUNTY, CONTRACTOR will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the COUNTY and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this AGREEMENT.

GG. County Data. "County Data" shall mean data and information received by CONTRACTOR from COUNTY. As between CONTRACTOR and COUNTY, all County Data shall remain the property of the COUNTY. CONTRACTOR shall not acquire any ownership interest in the County Data. CONTRACTOR shall not, without COUNTY's written permission consent, use or disclose the County Data other than in the performance of its obligations under this AGREEMENT. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to COUNTY or any end users; and ensure the proper disposal of County Data upon termination of this AGREEMENT. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying COUNTY as soon as possible of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR's security that materially affects COUNTY or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at CONTRACTOR's sole expense (if applicable). CONTRACTOR shall not charge the COUNTY for any expenses associated with CONTRACTOR's compliance with the obligations set forth in this section.

HH. Payment Term. The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if CONTRACTOR selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the COUNTY approves the invoice, instead of 45 days, and the COUNTY shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the COUNTY mails the warrant or initiates the electronic fund transfer.

- ☐ 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- ☐ 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- ☐ 1.75% 20 Net 45 (provides 30 days of cash acceleration)
- ☐ 1.33% 25 Net 45 (provides 30 days of cash acceleration)
- ☐ 1.00% 30 Net 45 (provides 30 days of cash acceleration)
- ☐ Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)," if no other term was selected. Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. CONTRACTOR must have a registered account on the Ariba Network to utilize this functionality.

II. **Living Wage (If Applicable).** Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following: (a) Suspend, modify, or terminate the Direct Services Contract. (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County. (c) Waive all or part of Division B36 or the Living Wage Policy. This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

//

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as set forth below.

COUNTY OF SANTA CLARA

TELECARE CORPORATION

DocuSigned by:
Theresa Therilus 7/31/2019
62EEB3861ADB4FB...
Procurement Department
Theresa Therilus, DDOP

Leslie Davis 5/30/19
Date
Leslie Davis
Sr. Vice President and
Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Lorraine Van Kirk 6/4/2019
C2D8923D8817445...
Lorraine Van Kirk Date
Deputy County Counsel

APPROVED

DocuSigned by:
Toni Tullys 6/5/2019
AB2A8E8CED30408...
Toni Tullys, MPA Date
Director, BHSD

APPROVED

DocuSigned by:
John Cookinham 6/7/2019
C86CC078295C43A...
John Cookinham Date
Chief Financial Officer
Health System

DS
↑↑

EXHIBIT A

CONTRACTOR: Telecare Corporation
ADDRESS: 1080 Marina Village Parkway, Suite 100
 Oakland, CA 94501
TELEPHONE: (510) 261-9191
FAX: (510) 533-5630
PROGRAM TYPE: Skilled Nursing Facility (SNF)

Program Location Address	See Exhibit B
Contact Person	Leslie Davis
Contact Information	Tel : (510) 337-7950
County Contract Liaison	Suzanne Chiu (408)885-5938 Email: Suzanne.Chiu@hhs.sccgov.org

I. PROGRAM INTENT AND GOAL

- A. This level of supplemental services shall serve Santa Clara County (COUNTY) adults and older adults who are dual diagnosed with a Severe Mental Illness (SMI) in combination with Traumatic Brain Injuries and/or other related medical conditions that preclude them from being admitted into a basic Skilled Nursing Facility (SNF). In addition, this program shall serve individuals who have failed basic SNF placements due to behavioral health challenges.
- B. This level of service is also designed to reduce the utilization of acute psychiatric or medical beds by stabilizing both behavioral and medical symptoms.
- C. Clients are expected to progress from intensive psychiatric behavior interventions to functioning independently in the least restrictive setting. CONTRACTOR shall provide services in accordance with the following goals:
 1. Providing a continuum of psychiatric and medical services that empowers and prepares clients to succeed in the least restrictive setting upon discharge from the SNF.
 2. Providing a homelike and therapeutic environment for clients who are experiencing medical and behavioral health challenges. The goal is for clients to move towards their potential in their physical, mental, and spiritual health.
 3. Assisting COUNTY in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.
 4. Increasing the client's motivation and skills toward self-restoration.
 5. Preventing or decreasing the rate of decompensation, thus reducing placements at higher, more costly levels of care.
 6. Providing the intensive staffing required to supervise and treat clients with behavioral and medical conditions.
 7. Assisting clients to maintain or improve functioning and decrease psychiatric symptoms.
 8. Empowering clients by involving them in directing their own treatment programs.

9. Ensuring the maximum usage of the most effective and newest psychiatric and medical pharmacological treatments and methods.
10. Working collaboratively with the public behavioral health system to enable efficient utilization of this program's specialized resources.
11. Assisting clients in developing socially responsible behaviors, independent living skills, and coping skills to address their mental illness and medical conditions.

II. TARGET POPULATION

- A. The population to be served shall be COUNTY adults (18-65 years) and that meet the following criteria:
 1. Diagnosed with a SMI and TBI and/or other related medical conditions
 2. Have severe functional impairments meeting requirements for a SNF level of care, such as a neurocognitive disorder, as reflected by a primary diagnosis of major neurocognitive disorder, mild neurocognitive disorder, and/or mental disorders due to a general medication, such as traumatic brain injury, cerebrovascular diseases, cerebral tumors and infectious diseases impacting neurological function, Alzheimer's disease, frontotemporal lobar degeneration, Lewy Body disease, seizure disorders, nutritional and toxic neurodegenerative disorders associated with substance use, such as Wernicke-Korsakoff Syndrome, and other neurocognitive disorder with behavioral management problems.
- B. Clients who may have a history of or without adequate treatment, are at risk of displaying behavioral symptoms, such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness, which preclude them from being admitted into a regular SNF.
- C. Clients who have significant behavioral challenges, limited social skills, dual diagnoses, impaired or unable to attend to independent living skills, poor self-regulation skills, thought disorders, and or nursing complexities that prevent them from living in the least restrictive settings.
- D. Clients who are chronically ill with behaviors that may require short term 1:1 supervision and high level of behavioral interventions, support, and/or a high level of nursing interventions.
- E. High risk clients, or clients that continue to show that they are unable to function at the lower levels of care that are available in the community due to their medical and psychiatric conditions.
- F. Clients with the following conditions: self-harm, brittle diabetics, scavenger behavior, intrusive behavior, and aggressive/assaultive behavior, and food intake supervision.
- G. Clients whose mental illness requires a sub-acute level of care, as well as clients suffering exclusively from developmental disability, mental retardation or physical illnesses alone (without a psychiatric component) shall not be considered for admission.

III. BASIC PROGRAM REQUIREMENTS

- A. CONTRACTOR shall admit clients in need of 24-hour skilled nursing services and psychiatric services. These clients may have a history of or who, without adequate treatment, are at risk of displaying behavioral symptoms (e.g., combativeness, elopement risk, suicide risk, disrobing, substance or alcohol abuse, and/or excessive verbal abusiveness), which preclude them from being accepted and admitted into a lower level care facility.

- B. CONTRACTOR shall provide professional nursing care with licensed nursing staff, bed and board, physical therapy, occupational therapy, speech therapy, social services, medications, supplies, equipment, and other services necessary to the health of the client.
- C. CONTRACTOR shall provide a structured training regimen which includes life skills training that helps foster independent living, such as activities of daily living, safety awareness, stress management, impulse control, medication management, and awareness to community resources.
- D. CONTRACTOR shall provide health education and specialized treatment, such as dual diagnosed groups, individual counseling as applicable, coping skills, and other recovery interventions as needed for the recovery of the clients.
- E. CONTRACTOR shall communicate directly with the COUNTY 24-Hour Care Unit (24-Hour Care Unit) directly for concerns relating to finance, contracts, and questions on the appropriateness of certain referrals.
- F. CONTRACTOR shall provide a specific treatment protocol for clients who may have a history of aggressive or difficult to manage behaviors, may be resistant to care, non-ambulatory, and poor impulse control.

IV. SUPPLEMENTAL SERVICES

- A. Level 6: Individualized Treatment Program for Severely Impaired Mental Health and Medical Conditions. This level of care is designed for clients who have failed community placements, who need daily prompts and intense supervision due to severe psychiatric and medical conditions. Clients in this level of care may have the following conditions and/or require the following interventions:
 - 1. 24-hour skilled nursing care with registered nurses on site 24 hours a day;
 - 2. Specific treatment interventions for traumatic brain injury related conditions;
 - 3. Teaching clients self-care, including brittle diabetes, catheter care, ileostomy care, unsafe gait, and colostomy management, pain management;
 - 4. General wound care for wounds requiring daily management that may include transportation for hospital visits for the wound care;
 - 5. Assist with feeding due to issues with choking;
 - 6. Psychiatric and psychological care, including support and psychotherapeutic groups;
 - 7. Therapeutic services, such as physical, occupational, and speech therapies, including swallowing rehabilitation and complicated/traumatic orthopedic rehabilitation, psychiatric and psychological care, including support and psychotherapeutic groups, motivational interviewing, CBT, DBT, harm reduction, and other patient-centered therapeutic interventions;
 - 8. Onsite or contracted dental and optometry;
 - 9. Symptom management skills training;
 - 10. Activity therapy;
 - 11. Contracted pharmacy services, lab services, and radiology services through contract;
 - 12. Hospice Care;
 - 13. Contracted lab and diagnostic services;
 - 14. Clients with assaultive behavior;
 - 15. Constant yelling and screaming;
 - 16. Clients with sexual inappropriateness and vulnerable (exposing and disrobing self);
 - 17. Impaired long term and short-term memory (dementia) care;

18. On-going behavioral issues that needs re-directing and constant prompting;
19. Stage I and II skin care ulcers;
20. Intensive physical, occupational, and speech therapy;
21. Parkinson's Disease and Huntington's disease;
22. Clients may require a non-shared room;
23. Care for clients with advanced cardiac or lung conditions;
24. Clients who may require short term 1:1 supervision using a holster to lift them in and out of their bed, and/or wound care vacuum suction equipment
25. Clients with advanced stages of conditions such as HIV/AIDS, brittle diabetes (insulin dependent), and hepatitis;
26. Clients may be hearing and vision impaired and required specialized assisted devices;
27. Clients with severe behavioral issues that require supervision or intervention beyond usual redirections, prompting, or attention for psychiatric symptoms. This may include behavioral issues that interfere with psychiatric treatment, medical care, custodial care, or that present a danger or safety concern for the patient, other clients, or staff, and
28. Clients who are rejected by all other SNFs due to unmanageable behavioral and medical conditions.

V. ADMISSION REQUIREMENTS

- A. CONTRACTOR or his/her designees shall work closely with COUNTY staff to facilitate the admission, transfer, and discharge of clients. CONTRACTOR shall admit clients in accordance with the following: ability, scope of practice, and adequate staffing requirements.
- B. Frequency, scope, and severity of the client's behaviors shall be a determining factor to be negotiated on an individual client basis between COUNTY and CONTRACTOR.
- C. COUNTY may grant individual exceptions to the above admission criteria. All admissions are subject to the prior authorization process as follows:
 1. COUNTY's prior authorization (Supplemental Services Authorization Form) must be completed prior to admission of any client to the facility. Failure to obtain prior authorization shall result in nonpayment for services provided by the CONTRACTOR.
 2. CONTRACTOR must notify the 24-Hour Care Unit of all admits and discharges within twenty-four (24) hours by using the Admit/Discharge Notification Form provided by the COUNTY.
 3. CONTRACTOR reserves the right to conduct a pre-admission interview and determine the appropriateness of the referral into the facility.
 4. CONTRACTOR must respond to referrals from referring contractors within 48 hours of receiving the referrals packets.
 5. CONTRACTOR shall designate specific staff responsible for admission authorization and admission arrangements. CONTRACTOR shall provide specific clinical justifications for denials of admission within two (2) working days of request for admission. Upon denial of the referrals, the CONTRACTOR shall inform the referring contractors if there are specific expectations that must be met prior to acceptance. All denials must be based on medical necessity, scope of practice, and the ability of the facility to manage the client's current condition(s).

6. Admission decision shall be assess based on the CONTRACTOR's ability to safely provide for the client and his or her current behaviors and symptoms.
7. CONTRACTOR shall assess the clients based on their current behavior and symptoms dating back to no more than thirty (30) days. Denial of referrals based on the client's history exceeding more than thirty (30) days must be discussed with the 24-Hour Care Unit or the referring contractor prior to excluding the referral indefinitely.

VI. DISCHARGE CRITERIA AND PLANNING

- A. At the time of admission, COUNTY designated staff shall specify discharge readiness criteria for each client's service plan.
- B. CONTRACTOR shall specify whether the client is able to manage his or her medical conditions independently without the intensive supervision if transitioning to a lower level of care.
- C. CONTRACTOR shall arrange case conferences with the client's family members, conservators, outpatient case managers, and the 24-Hour Care Unit's liaison as needed to discuss any concerns or disagreements prior to discharge.
- D. In the event of unanticipated discharge, CONTRACTOR shall give twenty-four (24) hours notice, prior to the discharge of a client to the COUNTY's designated staff, the conservator, and any other individuals applicable in the client's treatment.
- E. Clients who are discharging or transitioning to lower levels of care in the community must be linked with an outpatient service team for continued care coordination.
- F. Clients who are ready for discharge to a lower level of care must be consulted with the attending physician of the facility. Any potential delay in discharges due to medication changes or client's change of functioning level must be addressed with the treatment team within fifteen (15) days of the discharge planning process.
- G. If a client's conservatorship status becomes "voluntary" due to a lapse in an LPS (Lanterman-Petris-Short) conservatorship and wishes to leave the facility without a physician's order, the client must sign a statement acknowledging departure from the facility without a written physician order.
- H. Assistance with discharges may be obtained from COUNTY's public agencies, including the designated BHSD staff, Public Conservator's Office, State Department of Mental Health, and State Department of Welfare.
- I. Upon a client's AWOL from the facility, the CONTRACTOR must discharge the client within twenty-four (24) hours. A discharge notification must be sent to the 24-Hour Care Unit within the next two (2) working days.
- J. Upon discharge or death of the client, CONTRACTOR shall refund any unused funds received by the contractor for the client's bill to the payor source within thirty (30) days;
- K. Any money or valuable entrusted by the client to the care of the facility shall be stored in the facility and returned to the client not conserved or conservator in compliance with existing laws and regulations.
- L. CONTRACTOR shall notify the 24-Hour Care Unit when a client is discharged from the facility and admitted to another CONTRACTOR's facility within twenty-four (24) hours. All such discharges and admissions shall be authorized by the 24-Hour Care Unit and arranged by mutual consent, with family members, COUNTY, and specified individuals involved with client's treatment and supports.

VII. LENGTH OF STAY

- A. A client's length of stay in the SNF is time limited. It is expected that clients shall receive active psychiatric, medical, nursing care, and rehabilitative treatment services and be supported to develop independent living skills in order to progress to a non-institutionalized setting in a timely manner.
- B. CONTRACTOR shall work closely with clients, COUNTY staff, conservators and family members, if appropriate, to ensure that clients continue to receive services at the appropriate level of care and in the least restrictive setting.
- C. Monthly discharge planning meetings shall be held to discuss clients who have reached their one-hundred and twenty (120) days length of stay in addition to clients who are ready for discharge to lower levels of care in the community. All clients approved under the 24-Hour Care Unit for supplemental services shall be reviewed after one-hundred and twenty (120) days regardless of their legal or conservatorship status.
- D. Median Length of Stay: The initial authorized length of stay shall be one-hundred and twenty days (120) days. If additional time is required, thirty (30) day additional increments shall be authorized based on the submission of an updated discharge plan by the CONTRACTOR. Extensions must be submitted in writing and sent to the 24-Hour Care Unit.

VIII. TRANSFER BETWEEN CONTRACTED FACILITIES, IF AND WHEN APPLICABLE

- A. Transfers of clients among facilities within a contracted corporation shall be arranged by mutual consent between CONTRACTOR and COUNTY and with notification to, and appropriate input from, the client's conservator, significant family members, the 24-Hour Care Unit, and specified individuals involved in the client's treatment and support system.
- B. CONTRACTOR shall assist the 24-Hour Care Unit, and any other COUNTY designee, to ensure an orderly transfer of the client.
- C. CONTRACTOR must provide COUNTY with nursing notes, client's records, and other the documentation supporting the rationale for discharge and details of the disposition. A completed transfer form shall accompany the client to the receiving facility.

IX. DISCLOSURE OF VIOLATIONS AND UNUSUAL INCIDENTS

- A. CONTRACTOR shall notify COUNTY by telephone of the violation of any provision within twenty-four (24) hours of obtaining reasonable cause to believe that a violation has occurred. In addition, notice of such violation shall be confirmed by delivering a written notice "Incident Report Form" to the Director of the BHSD within seventy-two (72) hours of obtaining reasonable cause to believe that such violation has occurred. Such notice shall describe the violation in detail.
- B. CONTRACTOR shall comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents.
- C. Upon receiving violations from the 24-Hour Care Unit, CONTRACTOR has fourteen (14) days to submit a plan of correction.

X. MEDICAL LEADERSHIP

- A. CONTRACTOR's psychiatrist shall provide active treatment of clients on a weekly basis. If a client does not need to be seen on a weekly basis, the psychiatrist shall help to identify any barriers to discharge and communicate with 24-Hour Care Unit.
- B. CONTRACTOR's psychiatrist shall document medically necessary criteria requiring a client to be kept in the locked facility.
- C. CONTRACTOR's psychiatrists and the CONTRACTOR's treatment team shall proactively identify clients for discharge. CONTRACTOR's staff shall notify the 24-Hour Care Unit staff of clients that clinically can be moved to a lower level of care who refuse to leave the CONTRACTOR's facility.
- D. If CONTRACTOR's psychiatrist disagrees with the assessment of the 24-Hour Care Unit that a client is ready for discharge, the psychiatrist must document his/her clinical rationale in the chart.
- E. CONTRACTOR's psychiatrists shall follow the BHSD's medication monitoring guidelines.
- F. CONTRACTOR's psychiatrists shall limit the use of polypharmacy, which is defined as the use of two (2) or more anti-psychotics or the use of five (5) or more psychotropic medications, excluding dyskinetic agents. Clinical exceptions to this must be clearly documented.

XI. MONITORING, EVALUATING, AND REPORTING

- A. COUNTY and CONTRACTOR recognize that there is a need to implement an appropriate reporting system in order to evaluate and monitor contract activities. COUNTY needs to keep an accurate record of each person placed for contracted services for each day of service. All client data and services shall be maintained by COUNTY in COUNTY BHSD Billing Application ("APPLICATION"). CONTRACTOR is responsible for making sure that COUNTY receives accurate information of all clients served within twenty-four (24) hours of each transaction.
- B. CONTRACTOR shall allow the BHSD Director or designee to make periodic reviews of program activity and client care. CONTRACTOR shall provide all necessary information and client records as needed to complete the review, and to evaluate fiscal and clinical effectiveness, appropriateness, and timeliness of services being provided under this AGREEMENT.
- C. COUNTY, during the TERM of this AGREEMENT and with input from the CONTRACTOR, may develop reporting instruments to facilitate evaluation and monitoring. Previously established documents shall be used when applicable and appropriate, as judged by the COUNTY. Upon implementation of these reporting instruments, CONTRACTOR shall comply with the established requirements.
- D. Monthly meetings shall be to discuss care coordination, outcome, and client progress on each BHSD client. Additional meetings may be required or needed base on the needs of the clients and the facility.
- E. Quarterly meetings shall be held with the CONTRACTOR to discuss contractual and operational concerns or issues. CONTRACTOR may request additional meetings with the COUNTY if needed.
- F. CONTRACTOR is required to send in the monthly census report to the COUNTY with BHSD client information such as admission and discharge dates, demographics, and client progress.

- G. Bed Holds are granted up to seven (7) days if the client is required to leave the facility for acute medical or psychiatric services. All bed holds require prior authorization from the 24-Hour Care Unit. CONTRACTOR is expected to inform the 24-Hour Care Unit staff immediately if the bed hold period is beyond the seven (7) day time frame. Bed holds may be extended based on the client's condition and pending on approval from the 24 Hour Care Unit. The 24-Hour Care Unit shall not be responsible for payment beyond the seven (7) day bed hold period without prior authorization. CONTRACTOR is expected to accept the client back to the facility within the seven (7) day bed hold period if the client is deemed appropriate to return.

XII. QUALITY ASSURANCE

- A. CONTRACTOR shall submit and implement, if requested in writing, a Quality Assurance Plan as required by and subject to approval of the COUNTY's BHSD Office of Quality Assurance. The plan shall include at minimum a description of utilization review, medication monitoring, case documentation, peer review, and other issues pertaining to Quality Assurance mandates and policies.

XIII. STAFFING REQUIREMENTS

- A. CONTRACTOR shall ensure that the services provided to a specific client at a given time are cost-effective, clinically and culturally appropriate and least restrictive.
- B. Skilled nursing staff shall possess and maintain appropriate licenses and certificates in accordance with all statutes and regulations. Background checks, criminal records review, DOJ clearance, etc. shall be obtained and maintained in accordance with COUNTY rules and regulations.
- C. CONTRACTOR's staffing patterns shall reflect, to the extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the client base served in the program.
- D. CONTRACTOR shall make every effort to hire staff reflective of the County's diversity with attention the County's identified threshold languages: Vietnamese, Spanish, Mandarin, and Tagalog. CONTRACTOR must be able to document recruitment and outreach strategies.
- E. Staff schedules, other staff documentation required: staffing levels need to be appropriate to provide necessary residential and treatment needs. Employee schedules must be available for review by BHSD staff.
- F. CONTRACTOR shall provide Professional Development and Training requirements that are in accordance with BHSD standards.
- G. CONTRACTOR shall provide appropriate staff that possess the education and training to address the behaviors needs of the severely mentally ill population.
- H. Upon request, CONTRACTOR shall submit to the COUNTY Contract Administration an organizational chart, which reflects the contracted facility's/facilities' current operating structure.
- I. CONTRACTOR shall provide at least eight (8) hours of cultural competence training to staff per fiscal year. Trainings may be obtained internally within the facility or through external sources.

- J. CONTRACTOR shall follow licensure and all laws governing the qualifications of staff reimbursed in whole or in part under this AGREEMENT. CONTRACTOR agrees to submit any material changes in such duties or minimum qualifications to the COUNTY.
- K. CONTRACTOR shall provide a continuing education to all staff to proactively address client's problematic behaviors and to minimize transfers to emergency psychiatric services and inpatient hospitalization.
- L. CONTRACTOR shall engage in a continuous quality improvement process to minimize incidences of aggression directed towards the clients and others.

XIV. PERFORMANCE MEASURES/OUTCOMES

- A. COUNTY reserves the right to conduct an annual review of the program to ensure that CONTRACTOR is providing quality care to the clients.
- B. CONTRACTOR shall engage in a continuous quality improvement process to reduce the rate of recidivism into the acute psychiatric and medical settings by 70%.
- C. CONTRACTOR shall engage in continuous quality improvement process to minimize incidences of aggression towards others and self-harm by 70%.
- D. CONTRACTOR shall work towards transitioning at least 10% of the total census of BHSD clients to the least restrictive settings in the community within on- hundred and twenty (120) days of admission to the facility.
- E. The above measurements shall be monitored and tracked through a designated tracking process/system provided by the COUNTY.

(Effective July 1, 2019)

EXHIBIT B
PAYMENT PROVISIONS FOR FY 2020
TELECARE CORPORATION

I.Compensation

- A. **Financial Obligation.** If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2019 through June 30, 2020, the COUNTY'S Financial Obligation will not exceed \$192,838.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rate
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Unicare #U-201)	Level 6 – 263.44	\$310.70
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For un-sponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily un-sponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II.Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
- client name;
 - total units of service;
 - total leave overnight and bed hold days; and
 - any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III.Client Absence from Facility

EXHIBIT B /Page 1 of 2

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge Notification Form**.
- B. SNF-Leave of Absence/Bed Hold
 - 1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a **maximum** of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
 - 2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

EXHIBIT C

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS (e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT C

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT C

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT C

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND TELECARE CORPORATION FOR THE PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEARS 2020-2021**

The (“AGREEMENT”) by and between County of Santa Clara (“COUNTY”), a political subdivision of the State of California, and Telecare Corporation, a California corporation (“CONTRACTOR”) is hereby amended effective July 1, 2020 as follows:

1. The TERM is amended to begin July 1, 2019 and expire June 30, 2021.
2. The attached Fiscal Year (FY) 2021 Exhibit B-1 “Payment Provisions” is hereby added and incorporated to reflect FY 2021 rates and funding, and effective July 1, 2020.
1. Section IX(D) “Conflict of Interest” is hereby removed and replaced in its entirety as follows:

D. Conflicts of Interest

 1. Contractor shall comply, and require its subcontractors to comply, with all applicable (a) requirements governing avoidance of impermissible client conflicts; and (b) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.
 2. In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (a) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (b) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
 3. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors, who could be substantively involved in “mak[ing] a governmental decision” or “serv[ing] in a staff capacity” and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor’s service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

4. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (b) of the first sentence of this Section IX.D including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

3. Section IX(GG) "County Data" is hereby replaced in its entirety as follows:

GG. County Data.

1. Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
2. Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
3. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.
4. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
5. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized

use, access, and/or disclosure of information by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this First Amendment and the AGREEMENT, the terms of this First Amendment shall control. This AGREEMENT as amended by this First Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.


IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth below.

COUNTY OF SANTA CLARA

DocuSigned by:

 C685F692AC71492...
 Gene Clark, CPPO, CPO
 Chief Procurement Officer
 6/19/2020
 Date

TELECARE CORPORATION



 Faith Richie (May 15, 2020)
 Faith Richie
 Sr. VP of Development
 and Marketing
 05/15/20
 Date

APPROVED AS TO FORM AND LEGALITY:

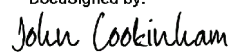
DocuSigned by:

 714A08B4716540E...
 Erin Liem
 Deputy County Counsel
 5/19/2020
 Date

APPROVED

DocuSigned by:

 DAB699BA2A1544D...
 Sherri Terao, Ed.D.
 Interim Director
 Behavioral Health Services Department
 5/19/2020
 Date

APPROVED

DocuSigned by:

 C86CC078205C43A...
 John Cookinham
 Chief Financial Officer
 Health System
 5/20/2020
 Date

DS


(Effective July 1, 2020)

EXHIBIT B-1
PAYMENT PROVISIONS FOR FY 2021
TELECARE CORPORATION

I. Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2020 through June 30, 2021, the COUNTY'S Financial Obligation will not exceed \$198,081.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Unicare #U-201)	Level 6 – \$271.34	\$322.89
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For unsponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily unsponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II. Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
1. client name;
 2. total units of service;
 3. total leave overnight and bed hold days; and
 4. any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III. Client Absence from Facility

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge**

EXHIBIT B-1/Page 1 of 2

Notification Form.

B. SNF-Leave of Absence/Bed Hold

1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a maximum of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

County of Santa Clara – Non Standard Service Agreement Amendment Cover Sheet

This is an administrative form and is not part of the Agreement

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Telecare Corporation				
Purchase Order Number:	4400007749	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
Agency/Department Name:	Behavioral Health Services Department			Department Number:	0415
Brief Description of Services:	Provides specialized psychiatric and medical care for adults and older adults with complex neurological and psychiatric conditions in a locked setting.				

Maximum Financial Obligation (Prior to this Amendment):	\$ 390,919.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 442,838.00
Current Agreement End Date:	06/30/2021	New Agreement End Date:	06/30/2021

Contract History

Total financial obligation from prior fiscal year(s):	\$ 192,838 (FY20)
Financial obligation in current fiscal year:	\$ 250,000 (FY21)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 442,838.00 (FY20-FY21)

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	H	0415	5255502	4405	\$51,919.00	FY21 Services	
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						

The (“AGREEMENT”) by and between County of Santa Clara (“COUNTY”), a political subdivision of the State of California, and Telecare Corporation, a California corporation (“CONTRACTOR”) is hereby amended effective July 1, 2020 as follows:

1. The Fiscal Year (FY) 2021 Exhibit B-1 “Payment Provisions” is removed and replaced in its entirety with the attached FY 2021 Exhibit B-2 to reflect an increase in funding for FY 2021 services.

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//


Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this SECOND Amendment and the AGREEMENT, the terms of this SECOND shall control. This AGREEMENT as amended by this SECOND Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this SECOND Amendment as of the date set forth below.

COUNTY OF SANTA CLARA



Mike Wasserman, President Date MAY 25 2021
Board of Supervisors

TELECARE CORPORATION

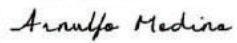
DocuSigned by:
 5/3/2021
84780DD2C155495
Faith Richie Date
Sr. VP of Development and Marketing

Signed and certified that copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

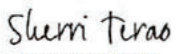
ATTEST:


Megan Doyle Date MAY 25 2021
Clerk of the Board of Supervisors

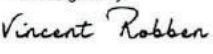
APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
 5/10/2021
FE1E2B2CC4FF4CC...
Arnulfo Medina Date
Deputy County Counsel

APPROVED

DocuSigned by:
 5/3/2021
DAB699BA2A1544D...
Sherri Terao, Ed.D. Date
Director
Behavioral Health Services Department

APPROVED

DocuSigned by:
 5/3/2021
D6564BA08EDE444...
VincentdePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

(Effective July 1, 2021)

EXHIBIT B-2
PAYMENT PROVISIONS FOR FY 2021
TELECARE CORPORATION

I.Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2020 through June 30, 2021, the COUNTY'S Financial Obligation will not exceed \$250,000.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Unicare #U-201)	Level 6 – \$271.34	\$322.89
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For unsponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily unsponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II.Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
1. client name;
 2. total units of service;
 3. total leave overnight and bed hold days; and
 4. any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III.Client Absence from Facility

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge**

EXHIBIT B-2/Page 1 of 2

Notification Form.

B. SNF-Leave of Absence/Bed Hold

1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a maximum of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND TELECARE CORPORATION FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR FISCAL YEARS 2020-2022

The (“AGREEMENT”) by and between County of Santa Clara (“COUNTY”), a political subdivision of the State of California, and Telecare Corporation, a California corporation (“CONTRACTOR”) is hereby amended effective July 1, 2021 as follows:

1. The TERM is amended to begin July 1, 2021 and expire June 30, 2022.
2. The attached Fiscal Year (FY) 2022 Exhibit B-3 “Payment Provisions” is hereby added and incorporated to reflect FY 2022 rates and funding, effective July 1, 2021, and supersedes all prior Exhibits marked “B-2” for services provided on or after July 1, 2021.
3. Section IV(P-Q) under “COMPLIANCE AND LEGAL REQUIREMENTS” is hereby added as follows:
 - P. **Provider Application and Validation for Enrollment (PAVE) and Medi-Cal Rx Enrollment Requirement.** CONTRACTOR shall ensure that all staff with the specified license types are enrolled in the DHCS PAVE system upon initiation of their employment. Applications shall be submitted through the DHCS PAVE Provider Portal (<https://pave.dhcs.ca.gov/sso/login.do>). Additionally, all prescribing staff must be registered in the Medi-Cal Rx Provider Portal (<https://www.dhcs.ca.gov/provgovpart/pharmacy/Pages/Medi-CalRX.aspx>).
 - Q. **Credentialing Requirement.** CONTRACTOR shall ensure that all of CONTRACTOR’s Practitioners are credentialed/re-credentialed as required by law and as required by the COUNTY for the services under this Agreement, through Valley Health Plan, the COUNTY’s designated Managed Services Organization (MSO) entity. CONTRACTOR shall ensure that staff comply in a timely manner with requests for Council for Affordable Quality Healthcare (CAQH) ProView applications, and other relevant applications to ensure credentialing is completed prior to initiation of services. CONTRACTOR shall ensure that none of CONTRACTOR’s Practitioners or staff provide services under this AGREEMENT until after each Practitioner’s/staff’s credentialing/re-credentialing process through Valley Health Plan is complete. CONTRACTOR shall provide COUNTY (BHSD and VHP) with an updated credentialed staff list on a monthly basis at minimum.
4. Section V(B) under “DISCLOSURE OF VIOLATIONS AND UNUSUAL INCIDENTS” is hereby replaced in its entirety as follows:
 - B. CONTRACTOR will comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents.
 1. CONTRACTOR will provide COUNTY information and records about or related to: (a) complaints, grievances, appeals, and state fair hearings referenced in Section IV (N) of this Agreement; (b) violations, unusual incidents, fraud, waste, and abuse referenced in Section V (C) of this Agreement; and (c) claims, litigation, or administrative proceedings commenced against COUNTY arising from CONTRACTOR’s, or its employees’, agents’, or subcontractors’, performance under this Agreement. CONTRACTOR shall cooperate and assist COUNTY in COUNTY’s investigation of all such incidents listed in this subsection V (B)(1) of this Agreement.
 2. CONTRACTOR shall notify COUNTY within forty-eight (48) hours of any litigation or administrative proceedings commenced against CONTRACTOR or its agents or subcontractors arising from CONTRACTOR’s, or its employees’, agents’, or

subcontractors' performance under this Agreement..

5. Section VI(B) under "PERFORMANCE OUTCOMES" is hereby replaced in its entirety as follows:
 - A. CONTRACTOR will comply with the performance outcomes and measurements established in this AGREEMENT, all applicable laws and regulations, as well as the Exhibits attached to this AGREEMENT.
 - B. Public Health Emergency or Other Emergency Disaster Plan
 1. CONTRACTOR shall have policies and procedures to address disaster preparedness during a Public Health Emergency or other emergency disaster.
 - a. Subject to applicable guidance and other directives, CONTRACTOR will be expected to continue to deliver services during a Public Health Emergency or other emergency disaster, including, but not limited to a pandemic such as the COVID-19 pandemic.
 - b. CONTRACTOR shall develop and implement protocols and procedures based on the guidance of appropriate agencies, such as the County Health Officer, Centers for Disease Control and Prevention (CDC), Federal Emergency Management Agency (FEMA), or others, as applicable.
 - c. CONTRACTOR shall develop an emergency and disaster plan that includes at a minimum, evacuation procedures, training for workforce members, and quarterly emergency drills. The emergency and disaster plan shall be readily available for staff during an emergency and shall be reviewed and updated as necessary on a regular basis.
 - d. CONTRACTOR shall follow the protocols and procedures to protect staff and clients for service delivery during a Public Health Emergency or other emergency disaster, including but not limited to a pandemic such as the COVID-19 pandemic.
6. Section IX(J) under "GENERAL PROVISIONS" is hereby replaced in its entirety as follows:
 - J. **Problem Resolution and Appeal Process.** CONTRACTOR will follow the Problem Resolution and Appeal process established by BHSD to resolve payment authorization issues, complaints, and/or concerns for specialty mental health services; except that the appeal process to DHCS is not available as the services under this AGREEMENT are not specialty mental health services. (see BHSD Policies and Procedures).

//

//

//

//

//

//

//

//

//

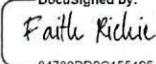
Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this THIRD Amendment and the AGREEMENT, the terms of this THIRD shall control. This AGREEMENT as amended by this THIRD Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this THIRD Amendment as of the date set forth below.

COUNTY OF SANTA CLARA

 JUN 22 2021
Mike Wasserman, President Date
Board of Supervisors

TELECARE CORPORATION

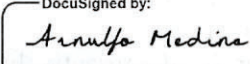
DocuSigned by:
 6/1/2021
84780DD2C155495...
Faith Kichie Date
Sr. VP of Development and Marketing

Signed and certified that copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

 JUN 22 2021
Megan Doyle Date
Clerk of the Board of Supervisors

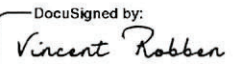
APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
 6/2/2021
FE1E2B2CC4FF4CC...
Arnulfo Medina Date
Deputy County Counsel

APPROVED

DocuSigned by:
 6/6/2021
DAB699BA2A1544D...
Sherri Terao, Ed.D. Date
Director
Behavioral Health Services Department

APPROVED

DocuSigned by:
 6/6/2021
D6564BA08EDE444...
VincentdePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

(Effective July 1, 2021)

EXHIBIT B-3
PAYMENT PROVISIONS FOR FY 2022
TELECARE CORPORATION

I. Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2021 through June 30, 2022, the COUNTY'S Financial Obligation will not exceed \$312,031.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Avatar # 30007)	Level 6 – \$279.48	\$342.56
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For unsponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily unsponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II. Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
1. client name;
 2. total units of service;
 3. total leave overnight and bed hold days; and
 4. any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III. Client Absence from Facility

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge**

EXHIBIT B-3/Page 1 of 2

Notification Form.

B. SNF-Leave of Absence/Bed Hold

1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a maximum of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND TELECARE CORPORATION FOR THE PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEARS 2020-2022**

The Agreement ("AGREEMENT") by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California, and Telecare Corporation, a California corporation ("CONTRACTOR") is hereby amended effective July 1, 2021 as follows:

1. The attached Fiscal Year (FY) 2022 Exhibit B-4 "Payment Provisions" is hereby added and incorporated to reflect FY 2022 rates and funding, effective July 1, 2021, and supersedes all prior Exhibits marked "B-3" for services provided on or after July 1, 2021.

Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this FOURTH Amendment and the AGREEMENT, the terms of this FOURTH shall control. This AGREEMENT as amended by this FOURTH Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this FOURTH Amendment as of the date set forth below.

COUNTY OF SANTA CLARA


MAY 24 2022
Mike Wasserman, President Date
Board of Supervisors

Signed and certified that copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

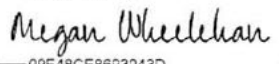
ATTEST:


MAY 24 2022
Tiffany Lennear Date
Clerk of the Board of Supervisors

TELECARE CORPORATION

DocuSigned by:
 3/18/2022
D4F92DD0F864047C
Leslie Davis Date
Senior Vice President
Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
 3/23/2022
09E48CE8693043D...
Megan Wheelahan Date
Deputy County Counsel

Approved: 05/24/2022

(Effective July 1, 2021)

EXHIBIT B-4
PAYMENT PROVISIONS FOR FY 2022
TELECARE CORPORATION

I. Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2021 through June 30, 2022, the COUNTY'S Financial Obligation will not exceed \$210,000.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Avatar # 30007)	Level 6 – \$279.48	\$342.56
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For unsponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily unsponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II. Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
1. Client name;
 2. Total units of service;
 3. Total leave overnight and bed hold days; and
 4. Any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III. Client Absence from Facility

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge**

EXHIBIT B-4/Page 1 of 2

Notification Form.

B. SNF-Leave of Absence/Bed Hold

1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a maximum of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND TELECARE CORPORATION FOR THE PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEARS 2020-2023**

The (“AGREEMENT”) by and between County of Santa Clara (“COUNTY”), a political subdivision of the State of California, and Telecare Corporation, a California corporation (“CONTRACTOR”) is hereby amended effective July 1, 2022 as follows:

1. The TERM is amended to begin July 1, 2019 and expire June 30, 2023.
2. The attached Fiscal Year (FY) 2023 Exhibit B-5 “Payment Provisions” is hereby added and incorporated to reflect FY 2023 rates and funding, effective July 1, 2022, and supersedes all prior Exhibits marked “B-4” for services provided on or after July 1, 2022.
3. Section IV (K) under “COUNTY Ordinances, Resolutions, Policies, Procedures, Directives and Guidelines”, subsection (1) is hereby replaced in its entirety as follows:
 1. CONTRACTOR must provide services under this AGREEMENT in accordance with the ordinances and resolutions of the COUNTY Board of Supervisors and the applicable policies, procedures, directives, and guidelines of the COUNTY, BHSD, and the County of Santa Clara Health System (“Health System”), including, but not limited to the BHSD Provider Manual. CONTRACTOR shall also read and abide by all related BHSD policies and procedures in the provision of services. COUNTY will notify CONTRACTOR of material modifications to the BHSD Provider Manual and/or BHSD policies and procedures. CONTRACTOR must be in compliance with the BHSD Provider Manual and any new or modified policy, procedure, or directive within thirty (30) days from the date on which CONTRACTOR receives notice of such new or modified policy, procedure, or directive, or sooner if required by federal, state, or local regulations.
4. Section V “DISCLOSURE OF VIOLATIONS AND UNUSUAL INCIDENTS”, subsection (A) is hereby replaced in its entirety as follows:
 - A. CONTRACTOR will notify COUNTY by telephone of any potential violations of any provision of this AGREEMENT and unusual incidents within twenty-four (24) hours of the occurred incident. In addition, a written notice must be sent to the Director of BHSD within seventy-two (72) hours from the occurred incident.
5. Section IX “General Provisions” is hereby modified to add subsection JJ, “COVID-19 Requirements.”

JJ. COVID-19 Requirements

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Exhibit D. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

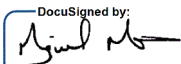
Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and

masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

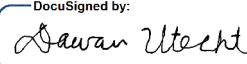
Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this FIFTH Amendment and the AGREEMENT, the terms of this FIFTH shall control. This AGREEMENT as amended by this FIFTH Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this FIFTH Amendment as of the date set forth below.

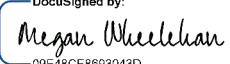
COUNTY OF SANTA CLARA

DocuSigned by:

 B147DF9A133D473...
 Miguel Marquez
 Chief Operating Officer
 5/23/2022
 Date

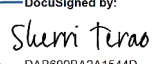
TELECARE CORPORATION

DocuSigned by:

 65C9AC71C82541F...
 Dawan Utecht
 Senior Vice President
 Chief Development Officer
 5/3/2022
 Date

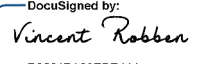
APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 09E48CE8693043D...
 Megan Wheelahan
 Deputy County Counsel
 5/19/2022
 Date

APPROVED

DocuSigned by:

 DAB699BA2A1544D...
 Sherri Terao, Ed.D.
 Director
 Behavioral Health Services Department
 5/19/2022
 Date

APPROVED

DocuSigned by:

 D6564BA08EDE444...
 VincentdePaul Robben
 Health Care Financial Manager
 County of Santa Clara Health System
 5/23/2022
 Date

(Effective July 1, 2022)

EXHIBIT B-5
PAYMENT PROVISIONS FOR FY 2023
TELECARE CORPORATION

I.Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2022 through June 30, 2023, the COUNTY'S Financial Obligation will not exceed \$204,021.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Avatar # 30007)	Level 6 – \$290.66	\$356.27
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For unsponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily unsponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II.Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
1. client name;
 2. total units of service;
 3. total leave overnight and bed hold days; and
 4. any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III.Client Absence from Facility

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge**

EXHIBIT B-5/Page 1 of 2

Notification Form.

B. SNF-Leave of Absence/Bed Hold

1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a maximum of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

Exhibit D

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective April 1, 2022)**

Contractor Information:

Contractor name:

Telecare Corporation

Name of Contractor representative:

Dawan Utecht

Contractor phone number:

Contractor email address:

Dutecht@telecorp.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
4. If any of contractor's workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.
5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

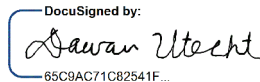
I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Dawan Utecht

SVP/Chief Development Officer

Name of authorized representative of
Contractor

Title

DocuSigned by:

65C9AC71CB2541F...

5/3/2022

Signature

Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND TELECARE CORPORATION FOR THE PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEARS 2020-2024**

The Agreement (“AGREEMENT”) by and between County of Santa Clara (“COUNTY”), a political subdivision of the State of California, and Telecare Corporation (“CONTRACTOR”), a California corporation, is hereby amended effective July 1, 2023 as follows:

1. Section II, “TERM” is hereby amended to begin July 1, 2019 and expire June 30, 2024
2. The attached Fiscal Year (FY) 2024 Exhibit B-6 “Payment Provisions” is hereby added and incorporated to reflect FY 2024 rates and funding, and effective July 1, 2023 supersedes all prior Exhibits marked “B-5” for services provided on or after July 1, 2023.
3. Exhibit C “Insurance Requirements for Professional Services Contracts” is hereby replaced in its entirety by the attached Exhibit C2, and effective July 1, 2023 supersedes all prior Exhibits marked “C” for services provided on or after July 1, 2023.

//

//

//

//

//

//

//

//

//

//

//

//

//

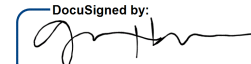
//

//

Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this SIXTH Amendment and the AGREEMENT, the terms of this SIXTH shall control. This AGREEMENT as amended by this SIXTH Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

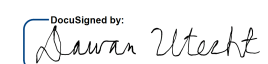
IN WITNESS WHEREOF, the parties have executed this SIXTH Amendment as of the date set forth below.

COUNTY OF SANTA CLARA

DocuSigned by:

 24ED93D3C9884E9... 6/27/2023

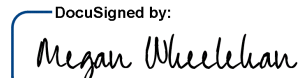
 Greta Hansen Date
 Chief Operating Officer

TELECARE CORPORATION

DocuSigned by:

 65C9AC71C82541F 6/17/2023

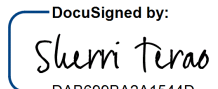
 Dawan Utecht Date
 Senior Vice President
 Chief Development Officer

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 09E48CE8693043D... 6/21/2023

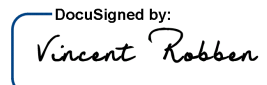
 Megan Wheelahan Date
 Deputy County Counsel

APPROVED

DocuSigned by:

 DAB699BA2A1544D 6/22/2023

 Sherri Terao, Ed.D. Date
 Director
 Behavioral Health Services Department

APPROVED

DocuSigned by:

 D6564BA08EDE444... 6/22/2023

 VincentdePaul Robben Date
 Health Care Financial Manager
 County of Santa Clara Health System

(Effective July 1, 2023)

EXHIBIT B-6
PAYMENT PROVISIONS FOR FY 2024
TELECARE CORPORATION

I. Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2023 through June 30, 2024, the COUNTY'S Financial Obligation will not exceed \$223,401.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

SNF Individual Treatment and Un-sponsored Facility Rates		
<i>Facility</i>	<i>All client(s) (enhanced mental health treatment services)</i>	<i>Un-sponsored -Additional charge for client(s) without Medi-Cal (for skilled nursing facility services)</i>
Garfield Neurobehavioral Center (Avatar # 30007)	Level 6 – \$302.29	\$381.00
SNF Leave of Absence/Bed Hold Rate – Same as the rates above.		

2. As long as CONTRACTOR retains nursing facility licensure and certification, reimbursement shall be at the rate established for Individualized Treatment.
3. For un-sponsored facility placements for SNF clients, if Medi-Cal is approved retroactively, then CONTRACTOR will reimburse COUNTY only for the daily un-sponsored facility rate, back to the date when client was granted retro Medi-Cal eligibility.
4. If State Medi-Cal facility rates change, the COUNTY will work with the CONTRACTOR on changing the rate via an amendment.

II. Invoicing

- A. CONTRACTOR will provide COUNTY with a monthly statement indicating the following information for each client CONTRACTOR is billing COUNTY for:
1. client name;
 2. total units of service;
 3. total leave overnight and bed hold days; and
 4. any third-party payor credit, including client IMD Fee.
- B. Monthly statements must be received by COUNTY no later than fifteen (15) days from the end of the following month to ensure timely payment to CONTRACTOR.

III. Client Absence from Facility

- A. CONTRACTOR will obtain **prior authorization** from the 24-Hour Care Unit staff or designee, for each and every discharge and/or admission for any acute hospitalization, which includes a request to hold the bed for the clients return to facility, using BHSD's **Admit/Discharge**

EXHIBIT B-6/Page 1 of 2

Notification Form.

B. SNF-Leave of Absence/Bed Hold

1. Leave of Absence/bed hold for acute hospitalization will be reimbursed at the above daily rate per client, for a maximum of seven (7) calendar days. CONTRACTOR can apply for an extension of the bed hold prior to the expiration of the seven (7) day bed hold.
2. Leave of absence payment for acute hospitalization may be authorized for up to seven (7) calendar days at the existing Supplemental Services daily rate upon receipt of the **Admit/Discharge Notification Form** submitted by the CONTRACTOR. The **Admit/Discharge Notification Form** is faxed to the 24-Hour Care office within one (1) working day of the client transfer for acute hospitalization which includes a request to hold the bed for the client's return to the facility. Approval for a re-admission on a bed hold is based on the client's condition. Payment of the bed hold rate is contingent on receipt by the 24-Hour Care Unit of the **Admit/Discharge Notification Form** within the one (1) working day time frame. It is the responsibility of the CONTRACTOR to notify the BHSD's 24-Hour Care Unit of the client's whereabouts any time the client leaves for acute hospitalization or on an overnight leave from the facility. The **Admit/Discharge Notification Form** is also faxed by the CONTRACTOR to the 24-Hour Care Unit inform of the client's admission, re-admission, or return from an overnight stay. The BHSD will not be responsible for retroactive payment for late **Admit/Discharge Notification Form** that is received by the 24-Hour Care Unit beyond the one (1) working day time frame. Payment will commence on the date of receipt of the **Admit/Discharge Notification Form**.

EXHIBIT C2

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Products/Completed
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.