

County of Santa Clara – Non Standard Service Agreement Cover Sheet

This Form and the Checklist are administrative forms and are not part of the Agreement

SECTION I: GENERAL INFORMATION

Date:	04/28/2023	P.O. Number: (Procurement Department Use Only)	4400008523
Agency/Department Name:	Behavioral Health Services Department	Department Number:	0415
Brief Description of Services:	Contractor to provide standard outpatient, intensive outpatient, are partial hospitalization eating disorder services.		
Maximum Financial Obligation:	\$ 400,000		
Term of Agreement:	Start Date	5/19/2023	End Date 06/30/2024

For County Use Only

	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	5255500	4314	\$200,000	FY23 Services	
Line 2	H	0415	5255500	4314	\$200,000	FY24 Services	
Line 3	Select...						
Line 4	Select...						

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY OF SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Contractor Name: (As Displayed In SAP)	Sunol Hills, LLC	Agency/Department:	Behavioral Health Services Department
Contact Person:	Vikas Duvvuri	Program Manager/ Contract Monitor Name:	Julianne Reyes
Street Address:	23 Carver Lane	Address:	373 W. Julian Street, 4/F
City, State, Zip	Sunol, CA 94586	City, State, Zip	San Jose, CA 95110
Telephone Number:	510-776-4867	Telephone Number:	408-593-7050
SCC Vendor Number: (As Assigned In SAP)	1048198	Fiscal Contact: (Accounts Payable Contact)	Angeleah Macatiag 669-235-2152
		Contract Preparer:	Jason Truchon 669-235-2111

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SECTION III: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?	No
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before.	No
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
Bus Lic. # Issued by:	
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No

If <u>at least 5</u> of the above questions were answered "NO", Contractor is an Independent Contractor .	✓
If <u>5 or more</u> of the above questions were answered "YES", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

Reviewed by Dept. Fiscal Officer

DocuSigned by:

Vincent Robben

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AGREEMENT FOR MENTAL HEALTH SERVICES BETWEEN THE COUNTY OF SANTA CLARA AND SUNOL HILLS, LLC FOR FISCAL YEARS 2023-2024

This Agreement ("AGREEMENT") is by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California and Sunol Hills, LLC ("CONTRACTOR"), a for-profit entity. CONTRACTOR and COUNTY agree that CONTRACTOR will provide services pursuant to this AGREEMENT as follows:

AGREEMENT

I. **SCOPE.** This AGREEMENT, including the following Exhibits attached hereto and incorporated herein by this reference, establishes the terms and conditions under which CONTRACTOR and the COUNTY Behavioral Health Services Department (BHSD) will provide mental health services to COUNTY residents during the TERM:

Exhibit A1	Program Description
Exhibit B-1	Budget (FY23)
Exhibit B-2	Budget (FY24)
Exhibit C	Insurance Requirements for Professional Service Contracts
Exhibit D	Contractor Certification of Compliance with COVID-19 Vaccine Requirements

II. **TERM.** Unless modified, amended, or terminated as provided herein, this AGREEMENT begins upon execution by the Chief Procurement Officer and expires June 30, 2024 ("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 following 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 subcontractor 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 submit reports as required by the COUNTY.
 8. 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 Department of Health Care Services (DHCS); any designated official of Federal Department of Health and Human Services (DHHS); 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 seven (7) years from the close of the COUNTY’s fiscal year in which the subcontract was in effect.
 9. Subcontractor’s agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the COUNTY.
 10. 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 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 O., of this AGREEMENT (“**Maintenance, Retention, and Confidentiality of Client Records**”).

IV. COMPLIANCE AND LEGAL REQUIREMENTS.

A. Licensure

1. **Facilities.** CONTRACTOR will ensure that all facilities used in performance of services pursuant to this AGREEMENT meet all requirements contained in federal, state, and local laws, statutes, or regulations.
2. **Staff.** CONTRACTOR performing services pursuant to this AGREEMENT must meet all applicable licensing, certification or other federal, state and local laws and regulations.

B. 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.;
5. Confidentiality Related to Housing/Homeless Programs:
 - a) All entities/agencies/clinics participating in Homeless Management Information System (HMIS) are required to maintain confidentiality of individual information pursuant to HMIS policies and procedures. In addition, all entities/agencies/clinics participating in HMIS who are covered entities for purposes of the Health Insurance and Portability Act (“HIPAA”) or are health or mental health care providers pursuant to state or federal law, or are business associates of the County of Santa Clara are required to comply with federal and state laws governing the privacy

and confidentiality of patient health information, including mental health and drug and alcohol information, and to obtain HIPAA-compliant authorizations from clients/patients prior to providing any such information to HMIS or the BHSD in connection with the HMIS program.

- b) The CONTRACTOR is responsible for ensuring that all required authorizations are obtained and in place for all patient health information, including mental health and drug and alcohol information, that is or has been provided in connection with the HMIS program, and for taking all appropriate actions with respect to any privacy breaches that may result or may have resulted from the failure to obtain appropriate authorizations or comply with federal and state laws.

C. **Other Applicable Laws.** CONTRACTOR will provide services under this AGREEMENT in accordance with all other applicable federal, state, and local laws, rules, regulations, and codes effective at the inception of this AGREEMENT and that become effective during the TERM of this AGREEMENT including but not limited to the Mental Health Services Act (MHSA).

D. **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.

E. **Business Conduct.** CONTRACTOR will comply with all applicable laws regarding the conduct of their 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:

1. Payments for referral to induce the referral of Clients (Cal. Business and Professions Code section 650; Cal. Labor Code section 3215; and section 1128B of the Social Security Act).
2. The referral 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 (Cal. Labor Code sections 139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code sections 650.01 and 650.02 applicable to all other client referrals within the State and section 1877 of the Social Security Act, applicable to referrals of Medicare and Medi-Cal Clients).

F. **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.

G. **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 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.

H. 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, 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 ensure 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.
- e) In order to serve bilingual clients BHSD will assess bilingual needs and require CONTRACTOR to recruit, employ, and maintain bilingual staff at a level designated by the BHSD 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.
3. **Non-Compliance.** Failure to comply with any of the requirements of this section will be considered a material breach of this AGREEMENT. Nothing in this AGREEMENT will be deemed a limitation on the right of COUNTY to take any action with respect to CONTRACTOR as a means of enforcing the antidiscrimination provisions of this AGREEMENT, as federal, state, or county government may require.

I. 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 BHSD 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. **Pharmaceutical Company Prohibitions.** During the TERM of this AGREEMENT, CONTRACTOR will not accept any gifts, samples, promotional items, meals, food, travel, honoraria, expense reimbursement, speaking engagements, employment, or any other compensation from pharmaceutical or healthcare device or supply companies with the exception of research related activities that have been approved by an Institutional Review Board.

J. Admission and Discharge Procedures. 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.

K. Referrals. CONTRACTOR will accept all referrals made by BHSD. Referrals for program admission

will be made by BHSD according its guidelines, CONTRACTOR's eligibility criteria, the client's preference, and the terms of this AGREEMENT.

- L. **Eligible Client Population.** CONTRACTOR will serve the clients as outlined in the **Exhibit A** attached herein.
- M. **Consent for Treatment.** CONTRACTOR will obtain a signed "Consent to Treatment" form that includes consent for treatment services for each client covered by this AGREEMENT using a legally adequate consent form or format pursuant to California Welfare and Institutions Code section 5326.2 or any other statute or regulation if applicable.
- N. **Program Capacity**
1. CONTRACTOR is not obligated to provide services to individuals whose participation exceeds the specified client capacity of programs as set forth in this AGREEMENT and all applicable exhibits.
 2. If demand for services exceeds contracted capacity as set forth in this AGREEMENT and all applicable exhibits, CONTRACTOR will immediately notify BHSD.
 3. CONTRACTOR will, in cooperation with the BHSD, develop a strategy for managing excess demand to ensure that there is no abrupt termination of services to any client. The strategy may include, but should not be limited to, systematic management of discharges and referrals through a Utilization Management process prior to services being offered and/or provided, waiting lists, and timely discharges of clients ready for transition to other service providers. The COUNTY agrees the CONTRACTOR will make the final decision regarding discharge of a client based on the CONTRACTOR's professional assessment of client readiness.
 4. CONTRACTOR will cooperate with BHSD to reasonably maintain consistent service levels throughout the TERM of this AGREEMENT, consistent with normal fluctuations agreed upon in advance, such as those related to school terms, or program and policy changes related to the changing fiscal environment, AGREEMENT reductions, and other impacts that may affect the staffing patterns as set forth in **Exhibit A**, attached herein.
- O. **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 seven (7) 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 seven (7) 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 B, of this AGREEMENT (“**Privacy**”).

4. **Access to Client Records at Conclusion of Agreement.** Upon expiration or termination of this AGREEMENT, CONTRACTOR will deliver copies of 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, all data entered into the COUNTY’s electronic client tracking and billing system (“Billing System”), and all fiscal records related to funding received under this AGREEMENT.
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.

P. 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.

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.
- 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 or grievances made for services under 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.
- 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.

VI. **DATA COLLECTION.** CONTRACTORS are responsible for collecting and managing data in a manner to be determined by DHCS and/or BHSD. At a minimum CONTRACTOR will submit reports to COUNTY as required by COUNTY.

VII. **PERFORMANCE OUTCOMES**

- 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. BHSD will monitor all services provided under this AGREEMENT on a regular basis. The information gathered through the use of the data collection reports and performance outcome measurements as described in the **Exhibit A** attached herein where applicable, will be used to monitor the progress and success of programs included in this AGREEMENT. If it is determined that a Corrective Action Plan is needed in order to ensure compliance, CONTRACTOR will comply within the time frame established in the applicable Corrective Action Plan.
- C. If CONTRACTOR fails to comply with the Corrective Action Plan, CONTRACTOR may be subject to further corrective action up to and including termination of the AGREEMENT.
- D. 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.

VIII. **FINANCIAL REQUIREMENTS**

A. **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 cost of covered services provided for which the COUNTY or State does not pay the CONTRACTOR or an affiliate, vendor, or subcontractor; nor will the CONTRACTOR or an affiliate, vendor or subcontractor hold beneficiaries liable for cost of a 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.

B. Withholding Compensation. The COUNTY reserves the right to withhold amounts from future compensation equal to the amount of any disallowance for billed services as determined following an audit and/or investigation by COUNTY.

C. 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. 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 seven (7) years from the later of the following events:
 - a) termination or expiration of this AGREEMENT;
 - b) audit or final settlement of COUNTY's or CONTRACTOR's claim for payment by Medi-Cal, if the results of such audit or settlement are not appealed; or
 - c) completion of an appeal by COUNTY of any adjustments or disallowances made by a third-party payer upon audit. If there is a dispute, audit, or inspection, records must be retained beyond seven (7) years until the dispute, audit, or inspection is resolved. CONTRACTOR will be responsible for any disallowances related to inadequate documentation.
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 four (4) 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 VIII 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 five (5) 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 five (5) 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.

D. Compensation

1. **Maximum Financial Obligation (MFO).** The maximum financial obligation for the services as defined in this AGREEMENT, including all applicable exhibits, is as stated in the **Exhibit B**.
2. COUNTY will not be liable for more than the MFO as set forth in the **Exhibit B**, except for any pass-through funding that may be received by COUNTY for services provided by CONTRACTOR.
3. CONTRACTOR shall notify COUNTY ninety (90) days in advance if any program is projected to exceed its fiscal year funding allocation. CONTRACTOR must provide information requested by COUNTY to support this projection.
4. CONTRACTOR is not obligated to provide services for which no reimbursement will be made when the MFO has been fully exhausted. CONTRACTOR is obligated to provide services that are appropriate to clients' needs for the number of individuals included in the contract throughout the contract period.
5. COUNTY will compensate CONTRACTOR for services rendered under this AGREEMENT by one of the interim payment provisions outlined below:
 - a) Billing System direct services invoice;
 - b) Alternative payment provisions approved by the BHSD Director.
6. Units of service are defined in Title 9 of the California Code of Regulations, or as applicable, in the Cost Recovery/Data Collection (CRDC) manual.
7. BHSD will use the MFO, as detailed in the **Exhibit B** of this AGREEMENT for services to Medi-Cal clients and any remaining funds will pay for services to non-Medi-Cal clients as defined in BHSD's policies, procedures, directives, and guidelines.
8. CONTRACTOR's compensation under this AGREEMENT will be reduced by any penalties imposed by the Federal and/or State government(s) for the overestimation of costs by CONTRACTOR.
9. 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.

- E. **Interim Reimbursement.** COUNTY will pay CONTRACTOR on an interim basis. CONTRACTOR will allocate the provision of services such that CONTRACTOR does not expend the total MFO before the end of the contract TERM in order to ensure continuity of services to clients.
- F. **Audited Financials.** If applicable, the CONTRACTOR will provide the COUNTY with a Single Audit Report when required by Federal law. The report will be prepared by a Certified Public Accountant in accordance with applicable provisions of the Federal Single Audit Act of 1984 (Public Law 98-502 as amended by the Single Audit Act Amendment of 1996). The report will be prepared by the earlier of thirty (30) days after the receipt of the audit report or nine (9) months after the end of the period covered by the audit.

G. **Audits**

1. The parties acknowledge that State, Federal or other non-County funds, as well as COUNTY funds, will be used to compensate CONTRACTOR and that the use and expenditure of such funds may be audited by State, Federal, other non-County agencies, or COUNTY. CONTRACTOR will cooperate with such audits, by making available all data or documents reasonably requested by auditors, including any documents related to parts of CONTRACTOR's organization that are not directly involved in providing services under this AGREEMENT to the extent necessary to validate costs or allocations under this AGREEMENT. CONTRACTOR will respond to any audit inquiries or exceptions made by such officials.
2. For audits by the COUNTY, the cost of the initial probe audit will be covered by the COUNTY. Where probe audit results in an audit disallowance greater than 15% of the audit sample amount, a comprehensive audit of the programs for which the disallowance exceeded 15% will be conducted. The comprehensive audit will be conducted by an auditor selected by the COUNTY in consultation with the CONTRACTOR, to ensure there is no conflict of interest in the assignment and that the rates charged for the audit are reasonable for the region. The costs associated with the comprehensive audit will be the financial responsibility of the CONTRACTOR.
3. CONTRACTOR will take whatever corrective action may be required to comply with applicable state, federal, non-County agency or COUNTY requirements.
4. If the audit reflects that CONTRACTOR was over-compensated by COUNTY, i.e., was paid more by COUNTY than was allowed per the audit, COUNTY will give notice to CONTRACTOR of the amount to be returned to COUNTY. COUNTY, at its election may demand the payment of such amounts within thirty (30) days of the date of the notice, or may use the amounts due as a credit against other amounts owed by COUNTY to CONTRACTOR for future services to be rendered.
 - a) If the audit reflects that COUNTY owes additional amounts to CONTRACTOR for services rendered, COUNTY will pay such amounts to CONTRACTOR, provided that COUNTY's obligation will not exceed the MFO.
 - b) If applicable, COUNTY will reimburse CONTRACTOR for SB90 services exceeding this AGREEMENT's MFO after the State has reimbursed COUNTY for these services. Any interest paid by the State on these amounts will be passed through to CONTRACTOR.
 - c) CONTRACTOR is liable for and bears all risk and responsibility, and must reimburse

COUNTY to the extent COUNTY has expended or advanced funds to CONTRACTOR for all services that are disallowed or denied at any time following any federal, state or COUNTY audit. In the event that CONTRACTOR disagrees with the determinations made in any audits, CONTRACTOR may appeal according to the appeals process set forth below in Section IX. GENERAL PROVISIONS, subsection Q. of this AGREEMENT (“**Problem Resolution and Appeal Process**”). CONTRACTOR will bear the cost of any appeal.

H. **Compensation in the Event of Early Termination.** If, for any reason this AGREEMENT is terminated by either party prior to its expiration date, the total compensation paid to CONTRACTOR will be based on actual units of service delivered prior to the termination and the contractual rate for such units, but shall in no event exceed the COUNTY’s MFO as set forth in the **Exhibit B**.

IX. **GENERAL PROVISIONS.**

A. **Entire Agreement.** 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.

B. **Amendments.** This AGREEMENT may only be amended by a written instrument signed by the Parties.

C. **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.C 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.
5. **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 (DCC) 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.

D. **Governing Law/Venue.** This AGREEMENT has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper Venue for legal action regarding this AGREEMENT shall be in the County of Santa Clara.

E. **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.

F. **Assignment of Clayton Act or Cartwright Act Claims.** Contractor 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. **Waiver.** No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. **Compliance with All Laws, Including Non-Discrimination, Equal Opportunity, and Wage Theft Prevention**

1. **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.
2. **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.

3. 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.
4. Definitions: For purposes of this Subsection H, 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.
5. 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.
6. 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.

7. 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 Subsection H, 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.
8. Pay Equity Notification: CONTRACTOR shall (a) 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 (b) 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.
9. Material Breach: Failure to comply with any part of this Subsection H 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:
 - a) Suspend or terminate any or all parts of this AGREEMENT.
 - b) Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - c) Offer CONTRACTOR an opportunity to cure the breach.
10. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Subsection H 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.

I. Termination

1. Termination 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; and
 - vi. failure to provide services under this AGREEMENT in a satisfactory manner.

2. Termination without Cause

- a) 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.
- b) 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 BHSO 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.

J. 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.

K. County No Smoking Policy. CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's "No Smoking Policy," as set forth in the Board of Supervisors Policy Manual 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.

L. Food and Beverage Standards

- 1. 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.
- 2. If food is to be provided, healthier food options shall be offered. "Healthier food options" include (a) fruits, vegetables, whole grains, and low fat and low calorie foods; (b) minimally processed foods without added sugar and with low sodium; (c) foods prepared using healthy cooking techniques; and (d) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (a) offer seasonal and local produce; (b) serve fruit instead of sugary, high calorie desserts; (c) attempt to accommodate special, dietary and cultural needs; and (d) 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.
- 3. If pre-packaged snack foods are provided, the items shall contain: (a) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (b) no more than 10% of calories from saturated fat; (c) zero trans fat; (d) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (e) no more than 360 mg of sodium per serving.
- 4. If beverages are to be provided, beverages that meet the County's nutritional criteria are (a) water with no caloric sweeteners; (b) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (c) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (d) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than

130 calories per 8 ounce serving; (e) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (f) 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.

- M. Contracting Principles.** 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.
- N. 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.
- O. 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 are 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.

P. **Indemnification and Insurance.** Indemnification and insurance requirements for Professional Services are as stated in **Exhibit C**, which is incorporated by this reference.

Q. **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).

R. **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
Administration Building
70 West Hedding Street
San Jose, California 95110

One copy to:

Behavioral Health Services Department
Sherri Terao, Director
828 South Bascom Avenue, Suite 200
San Jose, California 95128

One copy to:

Sunol Hills, LLC
23 Carver Lane
Sunol, CA 94856

S. **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 E 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.

T. **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.

U. **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.

V. **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.

W. **Intellectual Property Rights**

1. 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.
2. 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.

X. 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.

Y. 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.

Z. 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 sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

AA. **Payment Term.** The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

BB. 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.

CC. Living Wage (If Applicable)

1. 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.
2. 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.

DD. COVID-19 REQUIREMENTS (IF APPLICABLE). 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.

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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.

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

COUNTY OF SANTA CLARA

SUNOL HILLS, LLC

DocuSigned by:
Matthew Hada 5/19/2023
CEA090A27EB84EA...
Matthew Hada
Director of Procurement

DocuSigned by:
Vikas Duvvuri 4/28/2023
AD8A60D6F77F404...
Vikas Duvvuri MD, PhD, DFAPA; Date
President

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Megan Wheelahan 5/3/2023
09E48CE8693043D...
Megan Wheelahan Date
Deputy County Counsel

APPROVED:

DocuSigned by:
Sherri Terao 5/4/2023
DAB699BA2A1544D...
Sherri Terao, Ed.D. Date
Director
Behavioral Health Services Department

APPROVED:

DocuSigned by:
Vincent Robben 5/8/2023
D6564BA08E44...
Vincent DePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System

Exhibit A1

Program Description

Contractor Name: Sunol Hills, LLC
Office: 21721 Granada Ave., Cupertino, CA 95014
1941 O'Farrell St., San Mateo, CA 94403
Telephone: 650-319-7225
Contact Person: Jamie Lopez
Program Type: Partial Hospital Program (PHP), Intensive Outpatient (IOP), Standard Outpatient Program (OP) for Eating Disorders
Program Location: 1941 O'Farrell St., San Mateo, CA 94403
21721 Granada Ave., Cupertino, CA 945014

I. DESCRIPTION OF SERVICES AND GOALS:

- A. Contractor shall provide Partial Hospitalization (PHP), Intensive Outpatient (IOP), and Standard Outpatient (OP) treatment services for clients as agreed to by the parties.
- B. Contractor shall accept referrals from the BHSD Eating Disorder Coordinator.
- C. Contractor shall review referral information provided by the BHSD Eating Disorder Coordinator and identify the level of care needed for each client.
- D. Contractor shall complete an initial assessment and develop a treatment plan:
 1. Within five (5) days of the client's admission to the program;
 2. That is be tailored to meet the treatment needs of the client's diagnosis; and
 3. That is measurable and includes time bound goals, objectives, and an intervention plan.
- E. Contractor shall follow weekly treatment schedules which may include individual and family therapy sessions, consultations with other providers of psychiatric and medical services (e.g., access to labs, monitoring of vitals, and medication compliance), as well as weigh-ins, monitoring of calorie intake, and therapeutic groups as needed.

II. DELIVERABLES AND MILESTONES:

- A. Contractor's services shall be provided on an outpatient basis where clients can be monitored for eating disorders and other related behavioral conditions. Services shall include, but not be limited to;
 1. Frequent monitoring of vitals, medication compliance, medical exams, and laboratory tests as indicated.
 2. Individual, group, or family therapy as needed to improve physical and mental health condition, avoid hospitalization, and reduce the need for admissions into higher levels of care.
- B. Contractor shall provide thorough information regarding client's treatment, including comprehensive summaries and treatment goals to the client's team of providers (including those outside the program) comprised of the client's primary care physician, outpatient eating disorder specialist, psychiatrist, and mental health providers. Regular ongoing communication and consultation shall allow for the smooth transition of services into and from outpatient treatment.

- C. Contractor shall immediately (within 24 hours) report any changes in the client's medical or mental health condition requiring a higher level of care (including medical or psychiatric hospitalization) to the BHSD Eating Disorder Coordinator.
- D. Contractor shall provide the initial assessment and the client Treatment Plan to the Behavioral Health Eating Disorder Coordinator upon request.
- E. Upon determination of discharge from the program, Contractor shall coordinate with client's mental health provider, primary care physician, and the BHSD Eating Disorder Coordinator to ensure continuity of care and provide client's planned discharge date and discharge summary.

III. PERFORMANCE STANDARDS:

- A. Contractor shall provide services in an efficient and timely manner to improve the client's physical and mental health condition, and to avoid hospitalization and further medical conditions requiring a higher level of care.
- B. Contractor's treatment team shall coordinate and monitor treatment for the client and consult with client's primary care physician and other providers as needed.
- C. Licensed and unlicensed staff shall uphold to the legal and ethical standards of their profession.
- D. Contractor shall contact and receive approval from the BHSD Eating Disorder Coordinator regarding any additional treatment requests prior to treatment provided. Contractor shall take all reasonable measures to contact the BHSD Eating Disorder Coordinator in the timeliest manner.
- E. County representatives, including the BHSD Program Manager and Eating Disorder Coordinator, reserve the right for periodic visitations to the facility for the purpose of care coordination, monitoring of services, and to ensure that clients are receiving the highest level of quality care.
- F. Contractor shall provide outcome data on a quarterly basis. Data measurements will be agreed upon by Contractor and BHSD Program Manager.

Exhibit B-1

Contractor: Sunol Hills, LLC

A. Maximum Financial Obligation (MFO)

1. If COUNTY purchases supplemental services from CONTRACTOR during the period of July 1, 2022 through June 30, 2023, the COUNTY'S Financial Obligation will not exceed \$200,000 for Partial Hospitalization (PHP), Intensive Outpatient (IOP) services, and Standard Outpatient services.
2. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended during the Term of this AGREEMENT.

B. Compensation

1. For all authorized services compensation, COUNTY will pay \$825.00 per day for Partial Hospitalization Program (PHP) services.
2. For all authorized services compensation, COUNTY will pay \$565.00 per day for Intensive Outpatient Program (IOP) services.
3. For all authorized services compensation, COUNTY will pay \$200.00 per hour for Standard Outpatient (OP) services.

Exhibit B-2

Contractor: Sunol Hills, LLC

A. Maximum Financial Obligation (MFO)

1. If COUNTY purchases supplemental services from CONTRACTOR during the period of July 1, 2022 through June 30, 2023, the COUNTY'S Financial Obligation will not exceed \$200,000 for Partial Hospitalization (PHP), Intensive Outpatient (IOP) services, and Standard Outpatient services.
2. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended during the Term of this AGREEMENT.

B. Compensation

1. For all authorized services compensation, COUNTY will pay \$825.00 per day for Partial Hospitalization Program (PHP) services.
2. For all authorized services compensation, COUNTY will pay \$565.00 per day for Intensive Outpatient Program (IOP) services.
3. For all authorized services compensation, COUNTY will pay \$200.00 per hour for Standard Outpatient (OP) services.

EXHIBIT C

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE \$100,000

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 - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- 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 all 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. Cyber Liability

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

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

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

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. Contractors 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.

Exhibit D

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

Contractor Information:

Contractor name:

Sunol Hills, LLC

Name of Contractor representative:

vikas Duvvuri

Contractor phone number:

650.425.0552

Contractor email address:

vikas@sunolhills.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.

vikas Duvvuri <hr/> Name of authorized representative of Contractor  <hr/> Signature	President <hr/> Title 4/28/2023 <hr/> Date
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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.