

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

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

1. Exhibit B-6 “Budget” is replaced by the attached Exhibit B-7 in its entirety to reflect revisions to COUNTY’s Fiscal Year 2024 rates and funding, and effective July 1, 2023 supersedes all prior Exhibits marked “B-6” for services provided on or after July 1, 2023.
2. Exhibit C2 “Insurance Requirements for Professional Services Contracts” is hereby replaced in its entirety by the attached Exhibit C3, and effective July 1, 2023 supersedes all prior Exhibits marked “C2” for services provided on or after July 1, 2023.
3. Exhibit D “Contractor Certification of Compliance with COVID-19 Vaccine Requirements” is hereby removed in its entirety.
4. Section IX, “General Provisions” subsection D, “Conflicts of Interest” is hereby replaced in its entirety as follows:
 1. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this AGREEMENT and is grounds for immediate termination of this AGREEMENT by the COUNTY.
 2. In accepting this AGREEMENT, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this AGREEMENT. CONTRACTOR further covenants that, in the performance of this AGREEMENT, it will not employ any contractor or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this AGREEMENT, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
 3. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall, upon execution of this AGREEMENT, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR’s employees, agents and subcontractors, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that

capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of CONTRACTOR’s service to the COUNTY under this AGREEMENT. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this AGREEMENT in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the AGREEMENT, end their service to the COUNTY.

4. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (5) 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 (DDC) form to be approved by County Counsel. COUNTY shall provide a copy of the DDC Form to the COUNTY filing official, who will be responsible for eDisclosure entry and Form 700 notice to listed consultant filers. Each filer must complete and file Form 700 within 30 days of the start date under the AGREEMENT, annually, and within 30 days of leaving service under the AGREEMENT.
 6. If applicable, CONTRACTOR and its agents shall comply with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.
5. Section IX, “General Provisions” subsection JJ, “COVID-19 REQUIREMENTS (IF APPLICABLE)” is hereby replaced in its entirety as follows:

JJ. COVID-19 Requirements (If Applicable)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section.

6. Section IX, “General Provisions” is hereby modified to add subsection KK “Survival”.

KK. Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor’s obligations upon termination or expiration of this Agreement.

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

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

COUNTY OF SANTA CLARA

TELECARE CORPORATION

Susan Ellenberg, President
Board of Supervisors

DocuSigned by:
Dawan Utecht
65C9AC71C82541F... 3/22/2024

Dawan Utecht Date
Senior Vice President
Chief Development Officer

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

ATTEST:

Curtis Boone
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Megan Wheelahan
09E48CE8693043D 3/29/2024

Deputy County Counsel Date

(Effective July 1, 2023)

EXHIBIT B-7
PAYMENT PROVISIONS FOR FY 2024
TELECARE CORPORATION

I. Compensation

- A. Financial Obligation. If COUNTY purchases behavioral health services from CONTRACTOR during the period of July 1, 2023 through June 30, 2024, the COUNTY'S Financial Obligation will not exceed \$350,000.
- B. The amount paid to the CONTRACTOR will be based upon the actual number of approved client days purchased by the COUNTY times the rates specified below. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended under the Term of this AGREEMENT.
- C. Rates
1. COUNTY and CONTRACTOR have agreed that the rates for the supplemental SNF services as described in this AGREEMENT are as follows:

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

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

II. Invoicing

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

III. Client Absence from Facility

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

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Notification Form.

B. SNF-Leave of Absence/Bed Hold

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

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

Indemnity

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

Insurance

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

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Products/Completed
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

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

EXHIBIT B-3 with Cyber

Exhibit C3

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

6. Professional Errors and Omissions Liability Insurance

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

7. Cyber Liability

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

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

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

9. Claims Made Coverage

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

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

E. Special Provisions

The following provisions shall apply to this Agreement:

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

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

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