

**AGREEMENT FOR SHORT-DOYLE AND MENTAL HEALTH SERVICES ACT (MHSA)
ADULT AND OLDER ADULT SERVICES BETWEEN THE COUNTY OF SANTA CLARA
AND CITY OF SAN JOSE FOR FISCAL YEAR 2023**

This Agreement ("AGREEMENT") is by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California and City of San Jose, a municipal corporation of the State of California ("CONTRACTOR").

BACKGROUND/PURPOSE

Whereas, the Short-Doyle Act was approved in 1957 requiring counties to provide mental health services utilizing a system that included county-operated contract providers; and

Whereas, the County of Santa Clara Health System ("Health System") Behavioral Health Services Department (BHSD) executes a contract with the State Department of Health Care Services (DHCS) to provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Santa Clara County; and

Whereas, the BHSD maintains numerous Short-Doyle contracts with Community Based Organizations for a broad range of mental health services to all age populations and to all geographic areas of the County; and

Whereas, CONTRACTOR has developed mental health program(s) that further the BHSD's goal of providing services to Seriously Mentally Ill (SMI) youth, adults and older adults from all ethnic and cultural populations represented in Santa Clara County; and

Whereas, in 2004, the voters of the State of California enacted Proposition 63, the Mental Health Services Act (MHSA), to expand access to mental health services in California; and

Whereas, the BHSD implemented the MHSA to ensure necessary mental health services reach children, adults and older adults with serious mental illness; and

Whereas, pursuant to the MHSA, the BHSD expanded access to services by focusing on innovation, prevention and early intervention based on individualized goals, strengths, needs, race, culture, concerns and motivation, and the BHSD has implemented programs such as Full Service Partnerships; Community Services and Supports; Prevention and Early Intervention; and Innovation.

Whereas, CONTRACTOR has developed mental health programs that further the BHSD's goal of expanding access to mental health services in Santa Clara County in accordance with the MHSA;

Now, therefore, BHSD and CONTRACTOR agree that CONTRACTOR will provide services pursuant to this AGREEMENT and in accordance with the purpose and goals of the Short-Doyle Act and MHSA as follows:

AGREEMENT

- I. **SCOPE.** This AGREEMENT, including the following Exhibits attached hereto and incorporated herein by reference, establishes the terms and conditions by which CONTRACTOR and BHSD will provide

behavioral health services to COUNTY residents during the TERM:

Exhibit (FY23) A1	Community Based Drop-In Center Program, U-629
Exhibit (FY23) B-Summary	Program Budget Summary
Exhibit (FY23) B1	Estimated Budget, Community Based Drop-In Center Program, U-629
Exhibit C	Insurance Requirements for Professional Service Contracts
Exhibit D	Contractor Certification of Vaccination Status
Exhibit (FY23) 1	Caseloads
Exhibit (FY23) 2	Staffing

II. **TERM.** Unless modified, amended, or terminated as provided herein, this AGREEMENT begins July 1, 2022 and expires June 30, 2023 (“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 and substance use 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 subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations of the CONTRACTOR.
 - 4. Specification of the term of the subcontract including the beginning and ending dates as well as methods for amendment, termination and, if applicable, extension of the subcontract.
 - 5. SUBCONTRACTOR’s agreement that SUBCONTRACTOR shall comply with and be bound by all terms of this AGREEMENT, including but not limited to Section IV of this AGREEMENT (“**Compliance and Legal Requirements**”).
 - 6. Inclusion of the requirements set forth in Section X, 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 DHCS; any designated official of Federal Centers for Medicare & Medicaid Services (CMS); the Comptroller General of the United States; and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the SUBCONTRACTOR’s place of business or at such other mutually agreeable location in California, in a form maintained in accordance with general standards applicable to such books or record keeping, and for at least ten (10) years from the close of the COUNTY’s fiscal year in which the subcontract was in effect.
 - 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 R., of this AGREEMENT ("**Maintenance, Retention and Confidentiality of Client Records**").

IV. COMPLIANCE AND LEGAL REQUIREMENTS.

A. Licensure.

1. **Facilities.** Facilities used in performance of services pursuant to this AGREEMENT must meet all applicable requirements contained in federal, state, and local laws, statutes, or regulations.

2. **Personnel.** All persons performing services pursuant to this AGREEMENT must meet all applicable licensing, certification, or other federal, state, and local laws and regulations.

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

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

1. California Welfare and Institutions Code section 5600, et seq. (Short-Doyle/Bronzan-McCorquodale Acts)

2. Titles 9 and 22 of the California Code of Regulations

3. Title XIX of the Social Security Act, and any applicable regulations promulgated thereunder

4. Title VI of the Civil Rights Act (CRA) of 1964

5. The Age Discrimination Act of 1975

6. The Rehabilitation Act of 1973

7. Title IX of the Education Amendments of 1972

8. The Americans with Disabilities Act

9. Section 1557 of the Patient Protection and Affordable Care Act (ACA)

10. CONTRACTOR is required to comply with any applicable federal and state laws that pertain to enrollee rights and ensure that its employees and contracted providers observe and protect those rights.

11. CONTRACTOR shall comply with all applicable Medicaid laws, regulations, including applicable subregulatory guidance and contract provisions.

12. CONTRACTOR shall comply with all applicable laws and regulations relating to patients' rights, including but not limited to, Welfare and Institution Code Section 5325 and 42 Code of Federal Regulations (C.F.R.) Section 438.100. CONTRACTOR shall ensure its subcontractors comply with these provisions.

13. As a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606,

438.608, and 438.610.

14. Network Adequacy Standards

- a) CONTRACTOR shall meet the state standards for timely access to care and services, taking into account the urgency of need for services. CONTRACTOR shall offer hours of operation that are no less than the hours offered to commercial enrollees or that are comparable to Medicaid Fee-For-Service (FFS), if the provider serves only Medicaid enrollees. CONTRACTOR shall make services available twenty-four (24) hours a day, seven (7) days a week, when medically necessary.
- b) CONTRACTOR shall establish mechanisms to ensure that it complies with the timely access requirements and shall monitor staff and services regularly to determine compliance with the timely access requirements. CONTRACTOR shall take corrective action if there is a failure to comply with the timely access requirements according to 42 C.F.R. Section 438.206(c)(1)(i)-(vi).
- c) CONTRACTOR shall ensure the provision of physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities according to 42 C.F.R. Section 438.203(c)(3).

15. For all services that CONTRACTOR is required to provide to adults, each service must be furnished in an amount, duration, and scope that is no less than the amount, duration and scope for the same services provided under FFS Medicaid. CONTRACTOR must provide the same extent of services to enrollees under the age of twenty-one (21) as furnished to individuals under the age of twenty-one (21) under FFS Medicaid. CONTRACTOR is prohibited from arbitrarily denying or reducing the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition of the enrollee.

16. CONTRACTOR is required to share the result of any identification and assessment of enrollee's needs to prevent duplication of those activities with the State or other Managed Care Organizations (MCO), Prepaid Inpatient Health Plans (PIHP), and Prepaid Ambulatory Health Plans (PAHP) serving that enrollee.

D. Medi-Cal Enrollment. CONTRACTOR must assist clients who are currently enrolled beneficiaries in Medi-Cal in maintaining their Medi-Cal enrollment, including by helping clients timely and accurately prepare and submit their re-enrollments and/or re-certifications.

E. 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. CONTRACTOR shall use a HIPAA-compliant authorization in substantially the same format as the document attached hereto as Attachment 1 if applicable.

- F. **Other Applicable Laws.** CONTRACTOR will provide services under this AGREEMENT in accordance with all other applicable federal, state, and local laws, rules, regulations, policies, and codes, including BHSD Policies and Procedures, effective at the inception of this AGREEMENT and that become effective during the TERM of this AGREEMENT.
- G. **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 one hundred thousand dollars (\$100,000). Violations will be reported to CMS.
- H. **Business Conduct.** CONTRACTOR will comply with all applicable laws regarding the conduct of CONTRACTOR's respective business and profession. CONTRACTOR will also comply with all laws or regulations governing conflict of interest and referral of clients, which are in effect or will become effective during the TERM of this AGREEMENT, including but not limited to the following:
 - 1. Cal. Business and Professions Code section 650; Cal. Labor Code section 3215; and section 1128B of the Social Security Act (prohibition on payments for referral of clients); and
 - 2. Cal. Labor Code sections 139.3 and 139.31; Cal. Business and Professions Code sections 650.01 and 650.02; and section 1877 of the Social Security Act (prohibition on referrals of clients by a contractor for certain designated health care services to an entity with which the contractor (or the referring party's immediate family) have a financial relationship).
- I. **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.
- J. **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 CMS 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.

K. Non-Discrimination.

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

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

- d) CONTRACTOR will serve clients as determined by COUNTY's policies, procedures, directives, guidelines, and Cultural Competency Plan to 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. For the Cultural Competency Plan, refer to: <https://www.sccgov.org/sites/mhd/AboutUs/LearningPartnershipDivision/Pages/CLC/CDSDivisions.aspx>
- e) In order to serve bilingual clients, COUNTY will assess bilingual needs and require CONTRACTOR to recruit, employ, and maintain bilingual staff at a level designated by the COUNTY in support of the programs provided by CONTRACTOR and described in **Exhibit A(s)** 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.
- g) **Culturally and Linguistically Appropriate Services (CLAS) Standards.** CONTRACTOR shall ensure equal access to quality care by diverse populations and shall adopt the federal Office of Minority Health CLAS national standards. Refer to: <http://www.minorityhealth.hhs.gov/>.

- 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.

L. 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"), including, but not limited to the BHSD Provider Manual. CONTRACTOR shall also read and abide by all related BHSD policies and procedures in the provision of services. COUNTY will notify CONTRACTOR of material modifications to the BHSD Provider Manual and/or BHSD policies and procedures. CONTRACTOR must be in compliance with the BHSD Provider Manual and any new or modified policy, procedure, or directive within thirty (30) days from the date on which CONTRACTOR receives notice of such new or modified policy, procedure, or directive, or sooner if required by federal, state, or local regulations.
- 2. **All Hazards.** 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. **No Smoking Policy.** CONTRACTOR and its employees, agents and subcontractors must comply with the COUNTY's No Smoking Policy set forth in Board Policy section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.
- 4. **Beverage Nutritional Criteria.** Except in the event of an emergency or medical necessity,

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

5. **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.

- M. **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 § 5600 et seq. CONTRACTOR will comply with BHSD's discharge policy, which is described in Exhibit A(s) attached herein.
- N. **Referrals and Admissions.** CONTRACTOR will accept all referrals and will admit all clients from BHSD. Referrals for program admission will be made by BHSD according to its guidelines, CONTRACTOR's eligibility criteria, the client's preference, and the terms of this AGREEMENT. CONTRACTOR is expected to assess and refer beyond the initial referral.
- O. **Eligible Client Population.** CONTRACTOR will serve the clients as outlined in the **Exhibit A(s)** attached herein.
- P. **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.
- Q. **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 the **Exhibit A(s)**, attached herein.

R. 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 State DHCS.
2. **myAvatar Portal.** On or after the integration go-live, CONTRACTOR will be responsible for connecting via Provider Connect NX (my Avatar portal) to submit any and all data to complete the following: 1) Client Management, 2) Client Documentation, and 3) Reporting requirements using standard code sets published by COUNTY.
3. **Record Retention.** CONTRACTOR will maintain client medical and/or clinical records as required by the California Code of Regulations or any other applicable laws. At a minimum, records will be retained for adult clients for a period of ten (10) years from the date of discharge, and records of persons who are under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the client's eighteenth (18th) birthday, or a period of ten (10) years from the date of discharge, whichever is later.
4. **Confidentiality.** CONTRACTOR will maintain the confidentiality of medical, psychiatric, and **substance** use treatment records of clients as required by applicable state and federal laws including, but not limited to those referenced in Section IV, subsection E., of this AGREEMENT ("**Privacy**").
5. **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.
6. 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 notwithstanding the provisions of Section VII., of this AGREEMENT (“**COUNTY Client Tracking and Billing Services System**”).

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

S. Trauma-informed Approach/Trauma-Informed Systems (TIS) 101.

1. CONTRACTOR will implement, utilize and sustain a coordinated system of care that is trauma-informed, client guided, family-driven and culturally responsive. A program, organization, or system that is trauma-informed is one that:
 - a) Realizes the widespread impact of trauma and understands potential paths for recovery;
 - b) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
 - c) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
 - d) Seeks to actively resist re-traumatization.
2. Trauma-informed practices include the following components:

- a) Trauma-informed care approach, which involves looking at all practices through a trauma lens.
 - b) Trauma-informed practices are not interventions but are approaches that are infused through all levels of the organization.
 - c) Trauma-informed practices include, among others, creating a safe, supportive, welcoming, and respectful environment; educating and training all staff including administrators, direct care staff, case managers, and support staff about the impact of trauma; implementing screening and assessment tools and procedures to identify clients who have experienced trauma and determine the impact of that trauma; and training clinical staff in trauma-specific treatments.
 - d) It is essential that providers are aware of their own cultural attitudes and beliefs, as well as those of their clients, and provide culturally relevant approaches.
3. CONTRACTOR will ensure that all direct service staff are trained in TIS 101. BHSD will offer trainings.
 - a) If CONTRACTOR has adopted another trauma-informed curriculum, a copy of that curriculum shall be submitted to BHSD in order to conduct a crosswalk and for approval.
 4. CONTRACTOR will provide a plan by the end of the first quarter of the fiscal year of how their organization will become trauma-informed and sustained, and how success will be measured.

T. Notifications.

1. Within a reasonable time after receiving notice of beneficiary's enrollment, CONTRACTOR and its subcontractors shall inform beneficiaries about:
 - a) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.
 - b) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - c) The availability of assistance to the beneficiary with filing grievances and appeals.
 - d) The beneficiary's right to request a State fair hearing after the COUNTY has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
 - e) The beneficiary's right to request continuation of benefits that the COUNTY seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.
2. CONTRACTOR shall notify County if an action will be taken which warrants a Notice of Adverse Benefit Determination (NOABD) as set forth in the County's governing NOABD policy and procedure(s) consistent with all applicable rules and regulations, including but not limited to 42 C.F.R. 438.10; 42 CFR 438.400; and 42 C.F.R 438.404. CONTRACTOR shall not issue a NOABD directly to the client/beneficiary. CONTRACTOR is expected to meet the notification timelines outlined in the NOABD policy and procedure(s).

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

V. Provider Application and Validation for Enrollment (PAVE) and Medi-Cal Rx Enrollment. CONTRACTOR shall ensure that all staff with the specified license types are enrolled in the DHCS PAVE system upon initiation of their employment. Applications shall be submitted through the DHCS PAVE Provider Portal (<https://pave.dhcs.ca.gov/sso/login.do>). Additionally, all prescribing staff must be registered in the Medi-Cal Rx Provider Portal (<https://www.dhcs.ca.gov/provgovpart/pharmacy/Pages/Medi-CalRX.aspx>).

W. 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 any potential violations of any provision of this AGREEMENT and unusual incidents within twenty-four (24) hours of the occurred incident. In addition, a written notice must be sent to the Director of BHSD within seventy-two (72) hours from the occurred incident.
- B. CONTRACTOR will comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents.
1. CONTRACTOR will provide COUNTY information and records about or related to: (a) complaints, grievances, appeals, and state fair hearings referenced in Section IV (T)(1) of this Agreement; (b) NOABDs referenced in Section IV (T)(2) of this Agreement; (c) violations, unusual incidents, fraud, waste, and abuse referenced in Section V (C) of this Agreement; and (d) claims, litigation, or administrative proceedings commenced against COUNTY arising from CONTRACTOR's, or its employees', agents', or subcontractors', performance under this Agreement. CONTRACTOR shall make a good faith effort to cooperate and assist COUNTY in COUNTY's reasonable 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 receiving notice 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.
- D. In the event, and annually thereafter and upon request, that any person obtains an interest of five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by CONTRACTOR, and that interest equals at least five percent (5%) of CONTRACTOR's property or assets, CONTRACTOR will make the disclosures set forth in the section below:
1. The name and address of any person (individual or corporation) with an ownership or control interest in the CONTRACTOR's network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 2. Date of birth and Social Security Number (in the case of an individual);

3. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a five percent (5%) or more interest);
 4. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the CONTRACTOR as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a five percent (5%) or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 5. The name of any other disclosing entity in which the CONTRACTOR or subcontracting network provider has an ownership or control interest; and
 6. The name, address, date of birth, and Social Security Number of any managing employee of the CONTRACTOR's organization.
 7. COUNTY would require any person or provider with a 5% or more direct or indirect ownership interest in the provider to submit a set of fingerprints per 42 C.F.R. 455.434(b)(2).
- E. CONTRACTOR must submit disclosures and updated disclosures to the COUNTY including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed:
1. The ownership of any subcontractor with whom the CONTRACTOR has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period ending on the date of the request; and
 2. Any significant business transactions between the CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.
 3. CONTRACTOR must obligate network providers to submit the same disclosures regarding network providers within thirty-five (35) days upon request.
- F. CONTRACTOR shall submit the following disclosures to the COUNTY regarding the CONTRACTOR's management:
1. The identity of any person who is a managing employee of CONTRACTOR who has been convicted of a crime related to federal health care programs according to 42 C.F.R. Section 455.106(a)(1)-(2).
 2. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. Section 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
 3. CONTRACTOR shall supply the disclosures before entering into the contract and at any time upon the COUNTY's request.

VI. DATA COLLECTION. CONTRACTOR is 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. COUNTY CLIENT TRACKING AND BILLING SYSTEM.

- A. COUNTY's Billing System is a critical source of information for purposes of monitoring the provision of services and obtaining payment for such services. COUNTY will provide CONTRACTOR with access to the Billing System at CONTRACTOR's expense.

- B. CONTRACTOR will use the Billing System in accordance with the COUNTY's license with the vendor of the Billing System. Any violation by CONTRACTOR of the appropriate COUNTY license provision between COUNTY and manufacturer is a material breach of this AGREEMENT. CONTRACTOR will defend, indemnify, and hold COUNTY harmless against all claims, losses, and damages brought against or imposed upon COUNTY for CONTRACTOR's breach of the AGREEMENT.
- C. CONTRACTOR will be responsible for purchasing, at CONTRACTOR's expense, all equipment necessary to access and use the Billing System, including but not limited to computers, printers and any other hardware.
- D. CONTRACTOR is required to input all data regarding client services into the Billing System within ten (10) business days from the date the services were rendered. In the event CONTRACTOR cannot satisfy this requirement because the Billing System is malfunctioning, CONTRACTOR will not be in breach of this AGREEMENT. COUNTY agrees to use reasonable efforts to modify, coordinate or implement systems that reduce double data entry for CONTRACTOR into system.
- E. COUNTY owns all data in the Billing System. Upon termination, CONTRACTOR may retain a copy of records that CONTRACTOR has a legal right to retain.
- F. CONTRACTOR will comply with all applicable COUNTY policies, procedures, directives, and guidelines regarding the use of COUNTY's Billing System.
- G. CONTRACTOR shall not bill enrollees for covered services any amount greater than would be owed if the entity provided the services directly (i.e., no balance billing by providers) per Section 1932(b)(6) of the Act; 42 C.F.R. Section 438.3(k); and 42 C.F.R. Section 438.230(c)(1)-(2).

VIII. 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(s) attached herein where applicable, will be used to monitor the progress and success of programs included in this AGREEMENT. CONTRACTOR must routinely validate data as outlined in the BHSD **Contract Monitoring Tool** and other data reporting requirements as stipulated in the Exhibit A(s), with the understanding that this data will be discussed through the monthly meetings with BHSD. 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. BHSD reserves the right to establish performance incentives based on, but not limited to the following measures: 1) CONTRACTOR's performance based on data submitted through the BHSD **Contract Monitoring Tool** and other data report submissions as required by this AGREEMENT; 2) CONTRACTOR's compliance with Medicaid (Medi-Cal) Managed Care rules and regulations (e.g., Network Adequacy requirements); and 3) outcomes, service performance/delivery, and metrics listed in the AGREEMENT.
- E. On an annual basis at minimum, CONTRACTOR must conduct the **Consumer Perception Survey**, approved by the BHSD; administer it to program participants; and provide a summary of results to the BHSD. Feedback and input from the **Consumer Perception Survey** must be incorporated into ongoing quality improvement efforts.
- F. **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.

G. Telehealth

1. CONTRACTOR shall have the ability to provide all services via telehealth, that must include synchronous video and audio, with the exception of those services that must be delivered in person (e.g., medication injections). Contractor must comply with all applicable privacy and security laws and regulations when conducting services via telehealth. Annually and upon request, CONTRACTOR shall provide County updated policies, procedures, documents (consents) and training materials that explains CONTRACTOR's ability to utilize telehealth to perform the services under this Agreement.
2. In the event of a disaster or other emergency, including a public health emergency, CONTRACTOR must have the ability to provide services under this Agreement via telehealth. If clinically necessary or indicated based on individual assessments, CONTRACTOR will continue to provide services in-person as long as CONTRACTOR has the ability to comply with all applicable orders or directives provided by any local, state, or federal agency and to implement any applicable guidelines or recommendations to keep all clients and employees safe.

IX. 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.

X. FINANCIAL REQUIREMENTS.

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

amount.

B. Non-payment to Entity/Provider.

1. CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not submit a claim to demand or otherwise collect reimbursement from the client or persons acting on behalf of the client for any services including specialty mental health, substance use treatment, 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, stabilize a client with an emergency psychiatric condition, or stabilize a client with an emergency psychiatric condition with a need for substance use withdrawal management.
2. In the event that the CONTRACTOR becomes insolvent, the CONTRACTOR, or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not hold beneficiaries liable for debts for costs of covered services for which the State or COUNTY does not pay the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor.

C. Recoupment and Withholding of Compensation. COUNTY reserves the right to recoup or withhold amounts from future compensation due to CONTRACTOR equal to the amount of any overpayment, denial, and/or disallowance for billed services and/or other payments due to the COUNTY as determined following a reconciliation, cost settlement, audit, or investigation by COUNTY.

D. Transfer of Funds.

1. 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. Only COUNTY can determine whether a transfer of funds among modes of service, different provider numbers, different reporting units, reporting unit groupings, or service clusters greater than ten percent (10%) of the designated revenue maximum for any such funding unit is allowable. CONTRACTOR must obtain prior written approval from COUNTY for any such transfers. Any request for a transfer of funds must be in writing and must include a full and complete justification for the requested transfer.
2. COUNTY funding allocations to individual program divisions may not be transferred from one division to another (such as from Family and Children's Division to Adult Division) without written approval by COUNTY as outlined in paragraph (1), above.
3. COUNTY reserves the right to negotiate the reallocation of funds between programs and/or contractors as appropriate to meet clinical needs during the TERM of this AGREEMENT.
4. COUNTY reserves the right to reallocate funds between programs and divisions at year end to maximize payments to CONTRACTORS for actual services delivered.

E. Personal Financial Liability.

1. CONTRACTOR will determine the personal financial liability of each client for whom services are provided pursuant to the Uniform Method of Determining Ability to Pay (UMDAP) established by the State DHCS. Conditions under which the client is not responsible for payment are described above in Section X, subsection B., ("**Non-payment to Entity / Provider**"). The client's financial responsibility will never exceed the actual cost of CONTRACTOR to provide services as determined by the cost report submitted pursuant to

Section X, subsection K., (“**Annual Cost Report and Audited Financials**”). For each client, CONTRACTOR will complete financial form(s) as required by DHCS.

CONTRACTOR will enter the information from the required forms into the COUNTY’s Billing System and will retain the forms with the client's records.

2. CONTRACTOR will bill the client or appropriate third party (parent, representative payee, conservator, etc.) for the client’s determined financial liability as determined under UMDAP. CONTRACTOR will assist the client and/or the third party payer in understanding the bill and will make reasonable efforts to collect the amounts billed.
3. CONTRACTOR will report all collections through the cost reporting process, deducting amounts collected from the client or any third party payer from CONTRACTOR's current or future bill submitted to the COUNTY.
4. CONTRACTOR will comply with regulations regarding the collection of Medi-Cal Share of Cost requirements and clear the Medi-Cal share of cost as directed by COUNTY and State.

F. Billing.

1. **Medi-Cal Billing.** COUNTY will bill Medi-Cal based on the Billing System’s utilization data. If CONTRACTOR does not bill Medicare for Medicare-covered services, COUNTY is prohibited from billing Medi-Cal as a secondary insurer.
2. **Medicare Billing.** CONTRACTOR will bill Medicare for services rendered by CONTRACTOR to Medicare clients who are included in the Medicare scope of covered services. CONTRACTOR will bill Medicare beneficiaries who have only Part B coverage and are receiving non-Medicare covered services for their personal financial liability as determined by the UMDAP, pursuant to Section X, subsection E., (“**Personal Financial Liability**”). CONTRACTOR will assist the client and/or the third party payer in linking to Medicare.
3. **Third Party.** CONTRACTOR will bill any entity financially responsible for all or part of the client’s health care services (third-party payers).
4. For Medicare, Third Party, and Client billing, CONTRACTOR is required to forward Explanation of Benefits (EOB) information to the Patient Business Services Department of the Health System.
5. CONTRACTOR must report all collections for Medicare, Third Party or Client collections in the cost report that is required to be submitted pursuant to Section X, subsection K., of this AGREEMENT (“**Annual Cost Report and Audited Financials**”).

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

1. CONTRACTOR must maintain such financial records for a period of ten (10) years from the later of 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 ten (10) 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 IX of this AGREEMENT (“**Contracting Principles**”).
 - a) State of California, including but not limited to, officials from the State DHCS;
 - b) any designated official of the Federal CMS;
 - c) the “fiscal intermediary”— agency responsible for processing Medi-Cal and/or Medicare payments;
 - d) the Comptroller General of the United States;
 - e) any other agent or representative of the Federal, State, or local government conducting appropriate activities under this AGREEMENT.
 3. For the purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any associated regulations, CONTRACTOR will comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this AGREEMENT:
 - a) until the expiration of ten (10) years after the furnishing of services pursuant to this AGREEMENT, CONTRACTOR will make available to the Secretary of the CMS ("SECRETARY"), to the Comptroller General of the United States, or to any of their duly authorized representatives, upon written request, this AGREEMENT, and any books, documents, and records in CONTRACTOR’s possession that are necessary to certify the nature and extent of such costs; and
 - b) if CONTRACTOR carries out any of the duties of this AGREEMENT through a subcontract with a related organization that has a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract will contain a clause specifying that until the expiration of ten (10) years after the provision of services pursuant to such subcontract, the related organization will make available to the SECRETARY, to the Comptroller General, or to any of their duly authorized representatives, upon written request, the subcontract and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

H. Compensation.

1. **Maximum Financial Obligation (MFO).** The MFO for the services as defined in this AGREEMENT, including all applicable exhibits, is as stated in the **Exhibit B Summary Page**.
2. COUNTY will not be liable for more than the MFO as stated in the applicable **Exhibit B(s)**

and **Exhibit B Summary Page**, which is based on the applicable program budget(s), including the rate and units of service delivered. Pass-through funding that may be received by COUNTY for services provided by CONTRACTOR may be considered separately.

3. 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.
4. COUNTY will compensate CONTRACTOR for services rendered under this AGREEMENT by one or more of the interim payment provisions outlined below:
 - a) Billing System direct services invoice;
 - b) Billing System indirect services invoice;
 - c) Cost-based invoice;
 - d) Alternative payment provisions approved by the BHSD Director.
5. 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.
6. BHSD will use the MFO, as detailed in the **Exhibit B(s)** of this AGREEMENT, to first match Federal Financial Participation 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.
7. 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.

I. Claim Processing.

1. CONTRACTOR will enter/sign services to the Billing System within ten (10) business days of the date the services were provided. CONTRACTOR will submit all invoices (direct, indirect, cost-based, and special payment provision) within forty-five (45) days of date of service with the exception of supplemental/off cycle claims approved by the Director.
2. CONTRACTOR will be responsible for submitting any and all data and claims information that is required to obtain payment utilizing 837 files (for those connecting via Provider Connect Enterprise (PCE) or manually via Provider Connect NX (myAvatar portal) using standard code sets published by COUNTY. CONTRACTOR will ensure receipt of BHSD information when using one of these two methods.

J. Interim Reimbursement. COUNTY will pay CONTRACTOR on a monthly basis, within thirty (30) days following the receipt of CONTRACTOR's invoice, as described above in Section X, subsection I. of this AGREEMENT ("**Claim Processing**"). 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. CONTRACTOR is permitted to use funds between various sources as described in Section X, subsection D., of this AGREEMENT ("**Transfer of Funds**"). The payments under this paragraph are only preliminary and are subject to adjustment upon interim settlement or audit by DHCS as described below in Section X, subsection M. of this AGREEMENT ("**Settlement of CONTRACTOR's Compensation**").

K. Annual Cost Report and Audited Financials.

1. During the month of September following the end of the year this AGREEMENT is effective, COUNTY will issue instructions for the submission of the annual cost report and certified audit. The deadline will then be set for thirty (30) days after the instructions are issued, which will be no earlier than the 15th day of October of each year.
2. The certified audit will contain an audit of CONTRACTOR's financial records for the period covered from the commencement of the AGREEMENT or the last audited period, whichever

is later, as well as a financial statement for that period, prepared by a Certified Public Accountant. The audit report will include a schedule of revenues and costs by program. Extensions of the TERM of this AGREEMENT will not extend the date by which the certified audit report and financial statement must be submitted. Extensions of time to submit the certified audit report and financial statement will be provided when such audit is delayed by COUNTY's failure to provide necessary information, and may be granted in other instances at the sole discretion of the COUNTY. CONTRACTOR's requests for such extensions must be made, in writing, at least ten (10) working days prior to the date on which the certified audit report is due.

3. If CONTRACTOR is late in submitting the annual cost report and the certified audit, COUNTY reserves the right to withhold payments in hand and the payments due in all subsequent months until BHSD receives the required reports in accordance with this AGREEMENT.
4. 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.

L. Advance Payments.

1. CONTRACTOR may make requests, in writing, to the BHSD Director, for advance payments. The written request will include an explanation of CONTRACTOR's need for an advance payment. Approval of advance payments is within the sole discretion of the BHSD Director.

M. Settlement of CONTRACTOR's Compensation.

1. **Interim Final Settlement.** After COUNTY completes interim cost reconciliation with DHCS, COUNTY will determine CONTRACTOR's interim final settlement amount.
2. For direct services to clients, CONTRACTOR is entitled to receive the lowest of:
 - a) The rate per unit of service based on actual costs, as determined in the final cost report, multiplied by the actual units of service provided; or
 - b) COUNTY's Maximum Financial Obligation set forth in the **Exhibit B(s)**.
3. If the interim final settlement amount exceeds the aggregate amount of interim reimbursements paid by COUNTY, pursuant to the above Section X, subsection M., 1., of this AGREEMENT ("**Interim Final Settlement**"), COUNTY will remit the difference to CONTRACTOR. If, however, the interim final settlement amount is less than the aggregate amount of interim payments made pursuant to Section X, subsection M., 1., of this AGREEMENT ("**Interim Final Settlement**"), COUNTY will give notice to CONTRACTOR of the amount to be returned to COUNTY, and CONTRACTOR will remit the difference 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) **Final Settlement and Subsequent Adjustments.** After the interim audit has been completed pursuant to Section X, subsection K. of this AGREEMENT, ("**Annual Cost Report and Audited Financials**"), DHCS will conduct a final audit. COUNTY will determine the final settlement amount based on the final audit.
4. **Non-Medi-Cal Final Settlement.** CONTRACTOR's cost report shall be used to determine the settlement of sums due under this AGREEMENT from either party to the other, and is

subject to an audit. If the non-Medi-Cal final settlement amount exceeds the aggregate amount of reimbursements paid by COUNTY, COUNTY will remit the difference to CONTRACTOR. If, however, the non-Medi-Cal final settlement is less than the aggregate amount of payments, COUNTY will give notice to CONTRACTOR of the amount to be returned to COUNTY, and CONTRACTOR will remit the difference to COUNTY. COUNTY, at its election, may demand the payment of such amounts within thirty (30) days of the date of notice, or may use the amounts due as a credit against other amounts owed by COUNTY to CONTRACTOR for future services to be rendered.

N. 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 fifteen percent (15%) of the audit sample amount, a comprehensive audit of the programs for which the disallowance exceeded fifteen percent (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) 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. CONTRACTOR will bear the cost of any appeal.

O. Compensation in the Event of Early Termination. If, for any reason this AGREEMENT is terminated by either party prior to its expiration date, the interim 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(s)**.

P. Final payment of any amount due will not occur until after CONTRACTOR has submitted its cost

report and the certified audit in accordance with the Section X, subsection K., of this AGREEMENT (“**Annual Cost Report and Audited Financials**”), and the cost report and certified audit have been audited by the applicable COUNTY, State or Federal governmental agencies.

- Q. Recovery of Overpayment.** CONTRACTOR shall report and refund to the County any overpayments within sixty (60) calendar days of when it has identified the overpayment. CONTRACTOR shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State or COUNTY determines there is a credible allegation of fraud. CONTRACTOR shall specify the reimbursement policies for the treatment of recoveries of all overpayments, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse or incorrect billing practices pursuant to the False Claims Act. The policy shall specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the State or COUNTY in situations where the CONTRACTOR is not permitted to retain some or all of the recoveries of overpayments.
- R.** CONTRACTOR shall only invoice for services that are covered under this AGREEMENT, and shall ensure that no payments are made for services not covered, except when payments are specifically required to be made by the State in Title XIX of the Act, in 42 C.F.R., or when the state agency makes direct payments to CONTRACTOR for graduate medical education costs approved under the State Plan.
- S. Cost Sharing.** This AGREEMENT requires that any cost sharing imposed on Medicaid enrollees is in accordance with Medicaid FFS requirements, including 42 C.F.R. Sections 447.50-82. CONTRACTOR shall exempt from premiums any Indian who is eligible to receive or has received an item or service furnished by an Indian Health Care Provider (IHCP) or through referral under contract health services. CONTRACTOR shall also exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral under contract health services.
- T. Insolvency.** Medicaid enrollees shall not be held liable for CONTRACTOR’s debts in the event that CONTRACTOR becomes insolvent. Medicaid enrollees shall not be held liable for covered services provided to the enrollee for which the State does not pay the CONTRACTOR, or for which the State or COUNTY does not pay CONTRACTOR under a contractual, referral, or other arrangement. Medicaid enrollees shall not be held liable for covered services furnished under a contract, referral, or other arrangement to the extent that those payments are in excess of the amount the enrollee would have owed if the CONTRACTOR covered the services directly.
- U. Use of Rate Increases.**
1. CONTRACTOR may receive rate increases of up to 12% to cover expenses for licensed and license-waived clinical and direct services staff, clinical supervisors and managers, and quality management staff who support the quality requirements specified in Exhibit A for each program. Rate increases shall only be used for salaries and benefits for licensed and license-waived clinical and direct services staff, clinical supervisors and managers, and quality management staff who support the quality requirements specified in Exhibit A for each program.
 2. To be eligible for a rate increase, CONTRACTOR must submit timely documentation establishing its appropriate use of funding in conformity with this provision and in compliance with COUNTY’s requests.
- V. Recoupment of Unused Funds.**
1. Caseloads and dosages under this AGREEMENT are calculated based on COUNTY needs to serve clients and to meet program goals and outcomes. At the start of the third quarter of each

fiscal year, COUNTY will assess CONTRACTOR's compliance with the AGREEMENT's terms, performance standards, and outcomes and adjust and/or seek recoupment of any unspent program funds, if necessary. COUNTY will systematically review adherence to dosage and duration of services for clients on a quarterly basis.

2. CONTRACTOR shall notify COUNTY ninety (90) days in advance if any program is projected to underutilize its allotted funding by 10% or more. CONTRACTOR shall provide to COUNTY a written report that includes, but is not limited to, the average length of stay, projected yearly caseload, current balance, and other information as COUNTY deems necessary to determine the actual amount of underutilization. Failure to provide COUNTY with advance notice of such underutilization may be deemed a material breach of this AGREEMENT.
3. If CONTRACTOR does not meet the program performance objectives and staffing requirements set forth in this AGREEMENT, funds are subject to recoupment by COUNTY.
4. COUNTY recoupment of unused funds helps ensure network adequacy and service coverage to clients across the behavioral health system to meet capacity needs.

W. Program Modification Tools.

1. Any issues related to CONTRACTOR's ability to take on additional clients in a single program or the series of related programs included in the Exhibit(s) of this AGREEMENT will be resolved using the program modification request process. CONTRACTOR will closely monitor and manage client capacity based on available reports. CONTRACTOR will notify the BHSD Contract Monitor assigned to this AGREEMENT as soon as possible to ensure that CONTRACTOR does not exceed the capacity agreed to in the Exhibits attached to this AGREEMENT.
2. Program modification requests are required to make any changes to the following terms as agreed to in the Exhibits attached to this AGREEMENT: caseloads, clients, staffing, length of stay, dosage, maximum financial obligation for any individual program, or the overall maximum financial obligation of the entire contract. Changes to the overall maximum financial obligation will also require executing a formal amendment to this AGREEMENT.
3. CONTRACTOR will submit any program modification requests through the electronic docusign process. BHSD will accept program modification requests per the deadlines stated in memos distributed on an annual basis. BHSD will respond to all program modification requests in writing after discussing the requests with CONTRACTOR. BHSD responses will document (1) the agreed upon plan to avoid exceeding capacity (this may include steps such as closing out client cases for those who have been ninety (90) days without service, implementing a temporary cessation of referrals, movement of funds between programs, or moving clients to more appropriate levels of care) and (2) any agreed upon modifications to the Exhibits of this AGREEMENT.

XI. GENERAL PROVISIONS.

A. Amendments. This agreement may only be amended by a written instrument signed by the parties.

B. 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 **thirty (30) days written notice** to the other party, unless CONTRACTOR's AGREEMENT contains one or more of the following programs, in which case CONTRACTOR must provide **ninety (90) days written notice** to COUNTY: Full Service Partnership (FSP), Intensive FSP, Adult and/or Older Adult Residential, Day Rehabilitation, Wraparound, Assertive Community Treatment (ACT), Forensic Assertive Community Treatment (FACT), Short-Term Residential Therapeutic Program (STRTP), Criminal Justice Services Co-Occurring Outpatient, or Substance Use Treatment Services.
- b) If this AGREEMENT is subject to a Request for Proposal ("RFP"), the AGREEMENT, including the allocated funding, services, and scope, may be terminated or modified to reflect the terms of the new RFP. If the AGREEMENT is subject to a RFP, COUNTY will work with CONTRACTOR to facilitate any necessary transition.
- c) 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 ten (10) business days from the date on the notice of termination, CONTRACTOR must provide to the BHSD a list of clients who received mental health or substance use treatment services or who were seen on a regular basis by CONTRACTOR. The information included on the list will be: name of client, recent phone number, address and/or contact information.

C. Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

D. Conflict of Interest.

- 1. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this AGREEMENT and is grounds for immediate termination of this AGREEMENT by the COUNTY.
- 2. In accepting this AGREEMENT, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict

in any manner or degree with the performance of this AGREEMENT. CONTRACTOR further covenants that, in the performance of this AGREEMENT, it will not employ any contractor or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this AGREEMENT, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

3. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall, upon execution of this AGREEMENT, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, 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 (ii) of the first sentence of this Section XI.D. including, as required, filing of Statements of Economic Interests within thirty (30) days of commencing service pursuant to this AGREEMENT, annually by April 1, and within thirty (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 thirty (30) days of the start date under the AGREEMENT, annually, and within thirty (30) days of leaving service under the AGREEMENT.

E. **Assignment of Clayton Act or Cartwright Act Claims.** CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this AGREEMENT.

F. **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.

G. 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.

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

I. Problem Resolution and Appeal Process. Pursuant to sections 1850.305 et seq. of Title 9, California Code of Regulations, CONTRACTOR will follow the Problem Resolution and Appeal process established by BHSD to resolve Managed Care Plan (MCP) payment authorization issues, complaints, and/or concerns (see BHSD Policies and Procedures).

J. 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
70 West Hedding Street
San Jose, California 95110

One copy to:
City of San Jose
Neil Rufino, Assistant Director
Parks, Recreation, and Neighborhood Services
200 E. Santa Clara St., 9th Floor
San Jose, California 95113

One copy to:

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

K. Miscellaneous.

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

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

M. 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.

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

O. Waiver. No delay or failure to require performance of any provision of this AGREEMENT will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply to the specific instance expressly stated.

P. 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.

Q. 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.

R. 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.

S. 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.

- T. 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.
- U. Definitions:** For purposes of this section, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- V. 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.
- W. 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.

- X. Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this AGREEMENT concerning access to CONTRACTOR's records, CONTRACTOR shall permit the COUNTY and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the COUNTY's request, CONTRACTOR shall provide the COUNTY with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this section, except where prohibited by federal or state laws, regulations or rules. COUNTY's access to such records and facilities shall be permitted at any time during CONTRACTOR's normal business hours upon no less than 10 business days' advance notice.
- Y. Pay Equity Notification:** CONTRACTOR shall (1) at least once in the first year of this AGREEMENT and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this AGREEMENT, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR's Employees and Job Applicants.
- Z. Living Wage (IF APPLICABLE).** Unless otherwise exempted or prohibited by law or COUNTY policy, where applicable, contractors that contract with the COUNTY to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If CONTRACTOR and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following: (a) Suspend, modify, or terminate the Direct Services Contract; (b) Require the CONTRACTOR and/or Subcontractor to comply with an appropriate remediation plan developed by the COUNTY; and (c) Waive all or part of Division B36 or the Living Wage Policy. This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a COUNTY contract. By entering into this AGREEMENT, 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.
- AA. Material Breach:** Failure to comply with any part of this section shall constitute a material breach of this AGREEMENT. In the event of such a breach, the COUNTY may, in its discretion, exercise any or all remedies available under this AGREEMENT and at law. COUNTY may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this AGREEMENT. (ii) Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer CONTRACTOR an opportunity to cure the breach.
- BB. Subcontractors:** CONTRACTOR shall impose all of the requirements set forth in this section on any subcontractors permitted to perform work under this AGREEMENT. This includes ensuring that

any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

CC. Third Party Beneficiaries. This AGREEMENT does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

DD. Intellectual Property Rights. Ownership: COUNTY shall own all right, title and interest in and to the Deliverables. For purposes of this AGREEMENT, the term “Deliverables” shall mean any documentation and deliverables created by CONTRACTOR during the performance of services that are identified in this AGREEMENT. CONTRACTOR hereby assigns to the COUNTY all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by CONTRACTOR, either alone or jointly with others, during the period of CONTRACTOR’s AGREEMENT with the COUNTY or result from the use of premises leased, owned or contracted for by the COUNTY. CONTRACTOR acknowledges that all original works of authorship which are made by CONTRACTOR (either solely or jointly with others) within the scope of this AGREEMENT and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to COUNTY. CONTRACTOR agrees that the COUNTY will be the copyright owner in all copyrightable works of every kind and description created or delivered by CONTRACTOR, either solely or jointly with others, in connection with any agreement with the COUNTY.

EE. Intellectual Property Indemnity. CONTRACTOR represents and warrants for the benefit of the COUNTY and its users that, to its knowledge, as of the effective date of this AGREEMENT, CONTRACTOR is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this AGREEMENT. CONTRACTOR shall defend, indemnify and hold the COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this AGREEMENT infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in **Exhibit C** of this AGREEMENT.

FF. Ownership Rights to Materials/ Restrictions on Use. All materials obtained, developed or prepared by CONTRACTOR in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively “Deliverables”), shall be the sole and exclusive property of the COUNTY. To the extent CONTRACTOR owns or claims ownership rights to said Deliverables, CONTRACTOR hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the COUNTY pursuant to the terms and conditions of this AGREEMENT and at no additional cost. The COUNTY has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this AGREEMENT. If CONTRACTOR wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the CONTRACTOR shall obtain prior written authorization from the COUNTY, which consent may be withheld by the COUNTY in its sole discretion. CONTRACTOR acknowledges that all original works of authorship which are made by CONTRACTOR (solely or jointly with others) within the scope of this AGREEMENT and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to COUNTY. CONTRACTOR agrees that the COUNTY will be the copyright owner in all copyrightable works of every kind and description created or developed by CONTRACTOR, solely or jointly with others, in connection with any agreement with the COUNTY. If requested to, and at no further expense to the COUNTY, CONTRACTOR will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as

may be appropriate for preservation of the worldwide ownership in the COUNTY and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this AGREEMENT.

GG. County Data. “(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 five (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 CONTRACTOR 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 COUNTY 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.

HH. 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. 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.

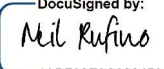
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as set forth below.

COUNTY OF SANTA CLARA

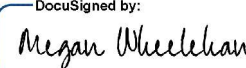
DocuSigned by:

B147DF9A133D473...
Miguel Márquez
Chief Operating Officer
6/4/2022
Date


CITY OF SAN JOSE

DocuSigned by:

4AD738E6C023453...
Neil Rufino
Assistant Director of Parks, Recreation, and Neighborhood Services
5/24/2022
Date

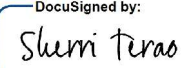
APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

09E48CE8693043D...
Megan Wheelahan
Deputy County Counsel
5/25/2022
Date

APPROVED AS TO FORM:

DocuSigned by:

D56BBE5077914ED...
Aaron Yu
Deputy City Attorney
5/24/2022
Date

APPROVED:

DocuSigned by:

DAB699BA2A1544D...
Sherri Terao, Ed.D.
Director
Behavioral Health Services Department
6/2/2022
Date

APPROVED:


DocuSigned by:

D6564BA08E9DE444...
VincentdePaul Robben
Health Care Financial Manager
County of Santa Clara Health System
6/4/2022
Date

Exhibit (FY23) A1
July 1, 2022 - June 30, 2023

CONTRACTOR	City of San Jose
Reporting Unit	U-629
Program Name	Community Based Drop-In Center Program
Program Address	488 N. 6th St, San Jose, CA 95112
Program Contact Person	Josue Covarrubias (408) 794-7590
BHSD Program Monitor	Linh Hong (408) 595-3176

I. Program Goals and Outcomes

A. Goals

1. The COUNTY's Community Based Drop-In Center Program (the program) at the Grace Art & Wellness Center is funded by COUNTY General Funds. The CONTRACTOR shall implement the program in accordance with all laws and regulations governing utilization of COUNTY General Funds.
2. The CONTRACTOR shall align the program to achieve these goals:
 - a. Reduce subjective suffering from mental illness;
 - b. Increase meaningful use of time and capabilities in school, work, and activity;
 - c. Increase access to substance use treatment; and
 - d. Reduce disparities in service access.

B. Objectives

1. Engage underserved adults, who have not benefited from traditional outpatient mental health services due to complex risk factors including substance use, community violence, interpersonal family violence, general neglect and exposure to trauma by strengthening emotional maturity and psychological stability, and increasing community living abilities and communication skills.
2. Reduce psychiatric hospitalization admissions by strengthening emotional maturity and psychological stability, and increasing community living abilities and communication skills.
3. Provide culturally and linguistically proficient client centered services that integrate or directly provide the full range of treatment modalities and rehabilitation resources to meet the individual needs of clients in their recovery process.
4. Direct services that encourage the client to actively participate and self-monitor their milestones and goals toward self-help, family education, and vocational services, through promoting social adjustment and interpersonal relationship/interaction, understanding the relationship between hygiene and one's overall health, and by developing creative potential, through a variety of activities.

C. Service Delivery (Capacity)

1. The CONTRACTOR shall provide services to specific populations identified in Section III: Target Population of this Exhibit A.
2. The CONTRACTOR shall provide services to the number of client/caseload listed in Exhibit (FY23) 1 Caseloads of this Agreement.
3. The CONTRACTOR shall provide the number of units of service (UOS) reflected in the budget exhibit for this program.
4. The CONTRACTOR shall meet staffing requirements as specified in Section IV:

Staffing Requirements of this Exhibit.

D. Measurement Method

1. Quarterly Reviews: The CONTRACTOR shall submit a quarterly report demonstrating performance in the above metrics. The CONTRACTOR shall review run charts that demonstrate monthly performance from the start date of the contracted services and shall include discussion of improvement activities related to the targeted performance.
2. Quality Improvement Plan (QIP): The CONTRACTOR shall submit an annual QIP for review and approval as set forth by the COUNTY. The CONTRACTOR shall assess performance per above targets, metrics and improvement objectives, and address needed improvements in the QIP.
3. The CONTRACTOR shall follow the COUNTY's data reporting requirements that are described in Section V of this Exhibit.

II. Program Description

- A. Services shall include structured and unstructured therapeutic recreational activities and counseling support groups focusing on maintaining the stability of participant's mental health and social lives to increase their community tenure and to significantly reduce their need for hospitalization or a higher level of care.
- B. The CONTRACTOR shall partner with COUNTY Probation Department staff, when possible, to offer daily support groups for participants who have co-existing criminal justice, mental health, and/or substance use histories. These groups may offer peer and professional support, skill building, and guidance to reduce their risk of re-offending.
- C. The CONTRACTOR shall offer groups and activities that include substance use recovery meetings, anger management, men's and women's groups, stress management, relaxation skills, crisis intervention, art therapy, and life skills. Therapeutic recreational programs available may include, but are not limited to, yoga, basketball, leisure walks, cooking, cultural outings, sewing, science and technology, current events, creative writing, jewelry making, stained glass, dances, expressive arts, and collaborative art.
- D. The CONTRACTOR may also offer access to digital resources and libraries, recreational/fitness equipment, a daily snack and lunch program, a TV lounge, hygiene support, and clothes closet in order to provide opportunities for leisure as well as for building social supports and friendships.
- E. The CONTRACTOR may also offer a volunteer program for opportunities to develop work-readiness skills, provide court ordered service hours, and/or life-enhancement volunteer work.
- F. Performance Standards Deliverables, Milestones, Timeline for Performance
 1. The CONTRACTOR shall offer services six (6) days a week, Monday through Saturday, with both structured and unstructured programs and services developed and facilitated by the CONTRACTOR's program staff.
 2. The CONTRACTOR shall promote the program in the mental health community by conducting outreach and education activities in community-based organizations, churches, social groups, social services providers, and professional organizations in Santa Clara County.
 3. The CONTRACTOR shall promote mental health services by providing outreach material and provide education to communities through a variety of activities including public presentations, films, facilitation of discussion groups, and participating in current trainings and meetings.

4. The CONTRACTOR shall offer therapeutic and support services to clients who are in jeopardy of losing their ability to live in the community without additional support services.
5. The CONTRACTOR shall offer group activities that concentrate on issues related to this specific population that include but are not limited to:
 - a. Support groups for people who have co-existing substance and mental health issues;
 - b. Anger management groups;
 - c. Skill building and guidance to reduce risky behaviors and the risk of re-offending
 - d. Social and independent living skills groups;
 - e. Assistance with enrolling in vocational training/school activities; and
 - f. Linkage to housing, clothing, the Mental Health Advocacy Project (MHAP), and other appropriate resources as needed.

G. Interagency Collaboration & Referrals

The CONTRACTOR shall partner and collaborate with other related service providers in the local area to provide services connected to other resources and supports, and to provide information and referral to clients who are seeking additional resources that shall further improve management of their daily lives (e.g., legal guidance through the MHAP, food and shelter referrals, access to mental health services in the COUNTY, referral to the Department of Rehabilitation Focus for Work program, and various volunteer opportunities).

H. Referrals:

1. The CONTRACTOR shall serve clients as determined by the COUNTY's policies, procedures, directives, and guidelines that are within the CONTRACTOR's resources.
2. The CONTRACTOR shall accept referrals from any source that presents clients who meet the diagnostic and functioning levels stated herein. Priority shall be given to referrals from the COUNTY Probation Department, State Parole Department, COUNTY Social Services Agency, Drop-In Program/homeless shelters within Santa Clara County, and the Behavioral Health Services Department (BHSD). All referrals shall be screened for consistency with the BHSD inclusionary criteria, as determined by guidelines developed with community and provider input and approved by the BHSD Director.
3. The conditions unique to the program at the Grace Art & Wellness Center are that adults are provided a mental health program six (6) days a week within a "One Stop Shop" center where basic care services, education services, job/vocational services, and other drop-in services are available. The clients remain safe and can access services which enhance the likelihood of developing independent living skills, improving living and social skills, rebuilding family relationships, managing mental health and substance use issues, accessing and maintain housing, clothing, and financial benefits resources.
4. Referrals that do not meet the criteria for behavioral health services or that need a different level of care must be directed and linked by the CONTRACTOR to appropriate alternative resources or another provider.
5. The CONTRACTOR shall comply with a Feedback Loop Process to ensure that referral sources are notified of the status of the referral, provided the appropriate sections of the Assessment, and informed of outcomes and/or next steps.

6. During agency closure due to holidays, the CONTRACTOR shall identify a point of contact to receive referrals to meet all timely access requirements.
7. The CONTRACTOR and the BHSD Program Monitor shall work closely together to monitor capacity and contracted caseloads. Based on trends and need for additional program capacity, the CONTRACTOR may submit a program modification request for review and consideration.

I. Assessment of Placement and Disruption of Placement

The CONTRACTOR shall notify the BHSD Division Director or designated BHSD staff immediately in the event of client safety issues, a negative California Code of Regulations (CCR) inspection, or any irregularities that might harm Santa Clara County clients.

III. Target Population

- A. The CONTRACTOR shall have drop-in slots available weekly, as specified in Exhibit (FY23) Caseloads of this Agreement, for adult and older adult clients who are eligible for services and are residents of Santa Clara County, and those who have received or are receiving services through the BHSD. These clients may also have medical issues.
- B. The program shall serve clients involved in the criminal justice system that have a mental health condition or are dually diagnosed with both mental health and substance use conditions, and are supervised by the COUNTY Probation Department, which is a prerequisite for eligibility. This includes clients who are both on probation and parole, but whose primary supervising agency is the COUNTY Probation Department.

IV. Staffing Requirements

- A. The CONTRACTOR shall maintain the projected staffing as specified in Exhibit (FY23) 2 Staffing of this Agreement.
- B. Cultural and Linguistic Competency
 1. At minimum, services shall be made available in the six (6) threshold languages (Spanish, Vietnamese, Mandarin, Tagalog, Cantonese, and Farsi).
 2. The BHSD shall provide the CONTRACTOR their agency's PIN number and instructions to access over the phone interpreter language services to serve clients that require language interpretations services. The BHSD shall use the PIN number to track interpretation service usage by agency.
- C. Minimum Staffing Requirements:
 1. The CONTRACTOR shall notify the COUNTY of staffing changes and provide semi-annual and year-end actual staffing report.
 2. The program shall be staffed with a minimum of 1:12 staff to client ratio throughout the hours of operation. Staff shall possess education and experience in the area of mental health/psychopathology, or specialized experience working in a mental health service agency.
- D. Additional Staffing Expectations:
 1. Crisis and conflict management training and experience, including knowledge of safety issues that exist when working with clients with mental disabilities in a community-based environment.
 2. Familiarity of and/or experience with various experiential treatment methods, group and milieu therapy and activity-based programming with mental health clients.
 3. Ability to relate effectively with persons with disabilities, fellow employees, and the public; express oneself clearly and concisely, both orally and in writing.
 4. Ability to use sound judgment and good boundary setting.

5. Problem solving skills and tact when working with persons with special needs or difficult clients.
- E. The CONTRACTOR's staffing updates shall be submitted to the BHSD on provided templates. If there is a staffing change in between reporting periods, the CONTRACTOR shall notify the BHSD of the change, in a timely manner.
1. Notice of changes in key personnel. The CONTRACTOR shall inform the BHSD Director, in writing, of any changes to the CONTRACTOR's Executive Director, Program Director, or fiscal staff.
 2. Notice of changes in direct service staff.
 - a. The CONTRACTOR shall inform the BHSD in writing, by email, of any changes in the CONTRACTOR's clinical staff through the use and submission of the Personnel Action Request County/Contract Agencies (PARCCA) form within three (3) business days of a program staffing change occurrence (e.g., new hire, departure, etc.). The current form is available on <https://www.sccgov.org/sites/bhd-p/QI/DecisionSupport/Pages/DecisionSupport.aspx>.
 - b. A Staff Certification Report must be submitted to the BHSD Contract Monitor on a quarterly basis.
 - 1) Reduction or elimination in the full time equivalent (FTE) of program staff requires prior approval of the BHSD Director or designee.
 - 2) The CONTRACTOR shall notify the BHSD Director or designee of any changes in program staff that affect the ability to provide services in languages specified in this AGREEMENT. This includes new personnel as a result of new hire or turnover for counseling positions. The CONTRACTOR shall send documentation of certification/registration/license to the BHSD.

V. Data Collecting and Reporting Requirements

- A. The program's staff shall track mental health services received by clients that drop-in to the Grace Art & Wellness Center, and shall track the following information:
1. What type of services are these clients accessing;
 2. How often are the same clients coming to the program;
 3. What type of activities are they participating in; and
 4. Any referrals to the BHSD Call Center or other mental health programs.
- B. County Data Information System
1. The CONTRACTOR shall follow the COUNTY data reporting requirements. Methods may include the collection and reporting of the following data:
 - a. Client and Service (CSI) data
 - b. COUNTY data system
 - c. Sexual Orientation and Gender Identity and Expression (SOGIE) information
 - d. Other data reporting requirements as requested by the BHSD
- C. Monthly: Data Collection & Reporting (DCR) data, and County Data System data shall be submitted by the CONTRACTOR to the COUNTY.

VI. Training

Staff shall complete the following trainings: Crisis Intervention, Mental Illness and Substance Use, Domestic Violence/Cycle of Abuse, Post-Traumatic Stress Disorder, Brief Therapy, Cognitive Behavioral Therapy, Cultural Competency, and SOGIE 101 Training.

VII. Client Satisfaction Survey

At least once, on an annual basis, the CONTRACTOR shall conduct a Client Satisfaction Survey, administer it to program participants, and provide a summary of the results to the BHSD so that feedback and input can be incorporated as appropriate for ongoing quality improvement efforts.

EXHIBIT (FY2023) B - Summary, Adult/Older Adult Division's Short-Doyle/MHSA

FY2023

SUBMISSION DATE: 3/24/22

July 1, 2022 - June 30, 2023

AGENCY NAME: City of San Jose, Therapeutic Art & Wellness Center

SUBDIVISION: Adult
Cost Center 4341

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL MEDI-CAL AMOUNT*	\$ -		
	COUNTY GENERAL FUND / REALIGNMENT	\$ 309,000		
	STATE EPSDT REVENUE	\$ -		
	MHSA	\$ -		
	OTHER	\$ 121,641		
	TOTAL PROGRAM COSTS	\$ 430,641		

AGENCY TOTAL

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL MEDI-CAL AMOUNT*	\$ -		
	COUNTY GENERAL FUND / REALIGNMENT	\$ 309,000		
	STATE EPSDT REVENUE	\$ -		
	MHSA	\$ -		
	OTHER	\$ 121,641		
	TOTAL PROGRAM COSTS	\$ 430,641		

	MAXIMUM FINANCIAL OBLIGATION	\$ 309,000		
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FY2023 Agreement: Establish MFO (Maximum Financial Obligation)

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EXHIBIT (FY2023) B1 - ESTIMATED BUDGET

FISCAL YEAR: FY2023

July 1, 2022 - June 30, 2023

Submission

REPORTING UNIT GROUPING: 1600 - Adult Day Socialization

Date

AGENCY NAME: City of San Jose, Therapeutic Art & Wellness Center

SUBDIVISION: Adult

3/24/22

PROGRAM NAME: CGF, Therapeutic Art & Wellness Center (Drop-In Program)

REPORTING UNIT	MODE/ SERVICE FUNCTION	SERVICE FUNCTION NAME	PROGRAM NAME	UNITS OF SERVICE	RATE PER UNIT	MEDI-CAL FFP	EPSDT REVENUE	REALIGNMENT/ COUNTY CONTRIBUTION	OTHER REVENUE	TOTAL PROGRAM COSTS
U-629	60	Cost Reimbursement	Support Services							
	60:78	Medi-Cal/ FFP, County Match, EPSDT	CGF, Therapeutic Art & Wellness Center (Drop-In Program)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other/County		-	\$ -			\$ 309,000	\$ 121,641	\$ 430,641
		Total		-		\$ -	\$ -	\$ 309,000	\$ 121,641	\$ 430,641

TOTAL ESTIMATE	-	\$ -	\$ -	\$ 309,000	\$ 121,641	\$ 430,641
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MFO (Maximum Financial Obligation)	TOTAL
FEDERAL MEDI-CAL AMOUNT (FFP)*	\$ -
COUNTY GENERAL FUND / REALIGNMENT	\$ 309,000
STATE EPSDT REVENUE	\$ -
MHSA REVENUE	\$ -
OTHER	\$ 121,641
TOTAL PROGRAM COSTS	\$ 430,641

Level of Care: Prevention + Early Intervention (PEI)
 Program Type: AOA Wellness Center
 N/A

Prepared by Brian Truong

EXHIBIT C

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS

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 or self-insurance program:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Self-Insurance Letter certifying its self-insurance program.

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 or self-insurance required and such insurance or self-insurance has been approved by the County. This approval of insurance or self-insurance shall neither relieve nor decrease the liability of the Contractor.

B. Insurance Required

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

EXHIBIT C

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability

3. 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.

4. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

5. 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.

C. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The County acknowledges that the Contractor is self-insured and 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 by adequately funded self-insurance programs or self-insurance retentions.

Exhibit D

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

Contractor Information:

Contractor name:

City of San Jose

Name of Contractor representative:

Neil Rufino

Contractor phone number:

408-535-3500

Contractor email address:

neil.rufino@sanjoseca.gov

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.

Neil Rufino

Asst. Director of Parks, Recreation, and
Neighborhood Services

Name of authorized representative of
Contractor

Title

DocuSigned by:

4AD738E6C023453...

Signature

5/24/2022

Date

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

EXHIBIT (FY23) 1 CASELOADS

Exhibit A1	
July 1, 2022 - June 30, 2023	
CONTRACTOR	City of San Jose
Division	Adult and Older Adult
Reporting Unit	U-629
Program Name	Community Based Drop-In Center Program
Program Address	488 N. 6th Street San Jose CA 95112
BHSD Program Monitor	Linh Hong (408) 595-3176

Expected Caseload

Reporting Unit #	U-629
Active Caseload	60
Clients Per Year	Not applicable
Average Length of Stay (LOS)	
Average Dosage	
Caseload Comments: The CONTRACTOR shall have 60 drop-in slots available weekly to serve the target population.	
LOS Comments: Not applicable	

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EXHIBIT (FY23) 2 STAFFING

Exhibit A1	
July 1, 2022 - June 30, 2023	
CONTRACTOR	City of San Jose
Division	Adult and Older Adult
Reporting Unit	U-629
Program Name	Community Based Drop-In Center Program
Program Address	488 N. 6th Street San Jose CA 95112
BHSD Program Monitor	Linh Hong (408) 595-3176

Staffing Requirement

1. Projected Staff (U-629)

NO. OF FTEs	TITLE	TYPE OF LICENSE/ CERTIFICATION TRAINING	LANGUAGE CAPABILITY	
			Language	Bilingual Certified
2.5	Therapeutic Specialist	MHRS or Para-Professional		
0.5	Manager	MFT, LCSW, M.A. TR Certified or higher degree		

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May 3, 2022

Attn: Abigaile M. Tabilangan
828 South Bascom Avenue
Suite 200
San Jose, CA 95128

Re: Statement of City of San Jose Self-Insurance for an agreement between the County of Santa Clara and the City of San Jose for Short-Doyle Act and Mental Health Services Act (MHSA) adult and older adult services for Fiscal Year 2023

To Whom It May Concern:

The City of San José is self-insured covering third party claims arising out of its general operations (by way of example, commercial general liability and automobile liability insurance). Further, the City is self-insured covering workers' compensation claims and has received the necessary consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the City appropriates funds specifically for the purposes of satisfying valid third-party and workers' compensation claims, which may potentially be brought against the City. Information concerning these appropriations is a matter of public record and can be obtained from visiting the following website <https://www.sanjoseca.gov/your-government/departments-offices/office-of-the-city-manager/budget/budget-documents>.

The funds appropriated for the purpose of satisfying third party claims are the equivalent of the limits identified in Exhibit C of the AGREEMENT FOR SHORT-DOYLE AND MENTAL HEALTH SERVICES ACT (MHSA) ADULT AND OLDER ADULT SERVICES.

Should you need any additional information regarding this letter, please feel free to direct those inquires through the Risk Management Office.

Sincerely,

By Min Hyuck kim
Mina Kim
Risk Management

Digitally signed by Min Hyuck kim
DN: cn=Min Hyuck kim, o, ou,
email=minhyuck.kim@sanjoseca.gov, c=US
Date: 2022.05.03 08:27:03 -0700

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
 Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667657-000

Contractor: County of Santa Clara - Behavioral Health Services Department

Address: 828 South Bascom Avenue, Suite 200 San Jose, CA 95128

Phone: (408) 885-2183

Email: abigaile.tabilangan@hhs.sccgov.org

Contract Description: The purpose of this agreement is to continue County grant-funded support for the Community-Based Drop-In Program at the Grace Therapeutics Art and Wellness Center at Northside Community Center through June 30, 2023.

Term Start Date: Upon Execution

Term End Date: June 30, 2023

Extension: No

Method of Procurement: N/A

RFB, RFP or RFQ No.: NA

Date Conducted: NA

Agenda Date (if applicable): 6/22/2021

Agenda Item No.: 2.18

Resolution No.: 80104

Ordinance No.: NA

Original Contract Amount: \$309,000

Amount of Increase/Decrease: \$0

Option #: ___ of ___ Option Amount: NA

NTE/Updated Contract Amount: \$309,000

Fund/Appropriation: 001 / R090

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: Yes

Tax Certificate No.: n/a

Expiration Date: NA

Department: PRNS (64)

Department Contact: Stephanie Duran (408) 793-5596

Customer (Finance Only): _____

Notes: PRNS DB#647209

Project Manager: Lauren Ishii Lauren.ishii@sanjoseca.gov

Department Director Signature:  On behalf of Jon Cicirelli

5/24/2022

Date

Office of the City Manager Signature: _____

Date