

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4400008125	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 400,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 800,000.00
Current Agreement End Date:	06/30/2022	New Agreement End Date:	06/30/2023

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	0415	5255100	4384	\$400,000	FY23 Services	
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Catholic Charities of Santa Clara County
Contact Person:	Greg Kepferle
Street Address *:	2625 Zanker Road
City, State, Zip *:	San Jose, CA 95133
Telephone Number *:	(408) 325-5196
Email Address *:	gkepferle@catholiccharitiesscc.org
SCC Vendor Number (As Assigned In SAP):	1002065

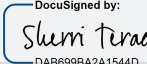
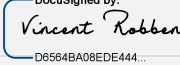
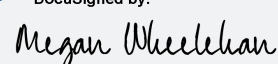

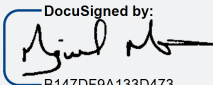
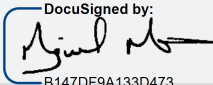
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**


Agency / Department:	Behavioral Health Services Department	Department Number:	0415
Program Manager or Contract Monitor Name:	Rebecca Cardenaz		
Street Address:	151 W. Mission Street		
City, State, Zip:	San Jose, CA 95110		
Telephone Number:	408-535-4274		
Fiscal Contact (Accounts Payable Contact):	Angeleah Macatiag 669-235-2152		
Contract Preparer:	Jason Truchon 669-235-2111		

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	 DocuSigned by: Shermi Teras DAB699BA2A1544D...	Date:	6/14/2022
Agency/Department Fiscal Officer:	 DocuSigned by: Vincent Robben D6564BA08EDE444...	Date:	6/14/2022
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	 DocuSigned by: Megan Wheelahan 09E48CE8693043D...	Date:	6/13/2022
Contractor:	 DocuSigned by: Gregory Koppeler 16D9B82FA2C9454...	Date:	6/9/2022
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	 DocuSigned by: [Signature] B147DF9A133D473...	Date:	6/15/2022
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)	 DocuSigned by: [Signature] B147DF9A133D473...	Date:	6/15/2022
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement** **Amend Term of Agreement**

The Behavioral Health Services Department (BHSD) continues to require its partnership with  Contractor in provide faith-based resource center services. Please extend term through June 30, 2023.

Or see Attachment _____ as incorporated by this reference

 Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment _____ as incorporated by this reference

 Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 400,000
B.	Amount of increase or decrease: (Explain below)	\$ 400,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 800,000

Explanation of increase / decrease (include new payment terms if applicable):

Please see Exhibit B2 (FY23).

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement** **Amend Standard Provisions****W. 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.

Or see Attachment _____ as incorporated by this reference

Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

 Other (please explain below)

The attached Exhibit C is hereby added to this Agreement.

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 400,000 (FY22)
Financial obligation in current fiscal year:	\$ 400,000 (FY23)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 800,000 (FY22-FY23)

Insurance

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Exhibit B2

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM, DEPARTMENT OF BEHAVIORAL HEALTH SERVICES

AGENCY NAME: Catholic Charities of Santa Clara County
 PROGRAM NAME: Faith Based Resource Center
 DIVISION: Criminal Justice System
 SUBDIVISION: AB109 Public Safety Realignment

PO NUMBER: 4300021062
 Cost Center: 4384
 START DATE: July 1, 2022
 END DATE: June 30, 2023

PERSONNEL COSTS

Budget Items	FY2023	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
0.55 Program Director	\$52,362	\$52,362
1.60 Case Manager	\$82,865	\$82,865
0.44 Service Navigator	\$18,762	\$18,762
0.03 Financial Analyst	\$2,483	\$2,483
0.03 Division Director	\$3,321	\$3,321
Subtotal Salaries	\$159,793	\$159,793
Benefits 30.60%	\$48,897	\$48,897
Subtotal Personnel Costs	\$208,690	\$208,690

NON-PERSONNEL COSTS

Budget Items	FY2023	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
G&A Overhead Costs 17.65%	\$60,000	\$60,000
Other Operating Expenses	\$58,810	\$58,810
Contract Services	\$22,500	\$22,500
Subtotal Operations Costs	\$141,310	\$141,310
<u>Support Services Costs</u>	<u>Budget</u>	<u>Budget</u>
Client Flexible Support	\$40,000	\$40,000
Client Housing & Operation Support	\$10,000	\$10,000
Subtotal Support Services Costs	\$50,000	\$50,000
Subtotal Non-Personnel Costs	\$191,310	\$191,310
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$400,000	\$400,000

REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>		
AB109 Public Safety Realignment	\$400,000	4384	100.00%	<u>Active Slots</u>
Total Revenue	\$400,000			

MHSABDGT-VER01.02

Exhibit C
Maintenance, Retention and Confidentiality of Client Records
Catholic Charities of Santa Clara County

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 (myAvatar 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.

Exhibit D

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

Contractor Information:

Contractor name: catholic Charities of Santa Clara County	Name of Contractor representative: Gregory R. Kepferle
Contractor phone number: 408-468-0100	Contractor email address: gkepferle@catholiccharitiesSCC.org

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.

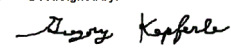
I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Greg Kepferle

CEO

Name of authorized representative of
Contractor

Title

DocuSigned by:

16D9B82FA2C9454...

6/9/2022

Signature

Date

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