



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Catholic Charities of Santa Clara County		
Purchase Order Number:	4400008563		
Agency/Department Name:	Behavioral Health Services	Department Number:	0415
Brief Description of Services	Provision of Alternative Activities (AA) substance use prevention services.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$127,500
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Term of Agreement

Start Date: July 1, 2023	End Date: June 30, 2024
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	0415	5255500	4630	\$127,500	FY24 AA Services	
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. 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:	Dr. Munisha Vohra				
Street Address*:	2625 Zanker Road, Suite 201				
City*:	San Jose	State:	CA	Zip:	95112
Telephone Number*:	(408) 767-9244				
Email Address*:	MVohra@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

Agency/Department:	Behavioral Health Services Department				
Program Manager/Contract Monitor Name:	Alejandro Villalobos				
Street Address:	976 Lenzen Ave.				
City:	San Jose	State:	CA	Zip:	95126
Telephone Number:	(408) 792-5257				
Fiscal Contact: (Accounts Payable Contact)	Angeleah Macatiag (669) 235-2152				
Contract Preparer:	Jose Ascano (408) 529-3220				



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by: <i>Sherrin Teras</i> DAB699BA2A1544D...	Date:	5/21/2023
County Agency/Department Fiscal Officer:	DocuSigned by: <i>Vincent de Paul Robben</i> D6564BA08EDE444...	Date:	5/23/2023
County Counsel Approval as to Form and Legality	DocuSigned by: <i>Megan Wheelahan</i> 09E48CE8693043D...	Date:	5/19/2023
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by: <i>Jenny Ho</i> 5FD6ACC016F545B...	Date:	5/19/2023
County Authorized Representative:	DocuSigned by: <i>Matthew Hada</i> CEA090A27EB84EA... Matthew Hada, Dii	Date:	6/8/2023
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
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 <i>(Signature required when Board approved contract)</i>	Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

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

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

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	Yes		
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No		
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No		
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No		
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No		
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No		
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No		
Bus. License #:		Issued by:	
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No		
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No		
If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>		
If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>		
Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.			
Contractor's Initials:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DS</small> </div>	Dept. Fiscal Officer's Signature:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DS</small> </div>



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Please see Exhibit A1: AA Description of Program Services.

Or See Attachment: _____ incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Please see Exhibit A1.

Or See Attachment: _____ Incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Please see Exhibit D: Administrative Requirements and Performance Measures.

Or

See Attachment:

Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes

No

Please see Exhibit B: Budget Summary.
Please see Exhibit B1: Estimated Budget for AA Services.

Or

See Attachment:

Incorporated by this reference.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

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

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

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.

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.

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.

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 VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

G. WAIVER

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

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor**: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (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.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (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.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-

Alternate Termination Language Attached as Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

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.

M. CONTRACTING PRINCIPLES

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

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. 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.

P. 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.

Q. 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 VII of this agreement.

R. 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

S. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

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

U. 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

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 E. 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.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

<input checked="" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)
Insurance Exhibit Name:	Exhibit C: Insurance Requirement for Professional Services Contracts



COUNTY OF SANTA CLARA SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<p>Workers Compensation: Does the contractor have employees?</p> <p>If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</p>	Yes
<p>Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.</p>	No
<p>Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.</p>	No
<p>Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?</p> <p>If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</p>	No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

<input type="checkbox"/>	<p>A. Federal Required Language Attached Only add special language if services included in the contract require language different from or in addition to that in Section VI.</p> <p>Exhibit Name:</p>
<input type="checkbox"/>	<p>B. State Required Language Attached Only add special language if services included in the contract require language different from or in addition to that in Section VI.</p> <p>Exhibit Name:</p>

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input checked="" type="checkbox"/>	Exhibit Name (s)	Exhibit D: Administrative Requirements and Performance Measures
		Exhibit E: Contractor Certification of Vaccination Status

The Exhibits named above are attached and incorporated by this reference.

**EXHIBIT A1: Alternative Activities
DESCRIPTION OF PROGRAM SERVICES**

CONTRACTOR	Catholic Charities of Santa Clara County (Catholic Charities)
Program Name	Substance Use Prevention - Alternative Activities (AA) Program
Program Address	2625 Zanker Road San Jose, CA 95112
Program Contact Person	Dr. Munisha Vohra (408) 767-9244
BHSD Program Monitor	Alejandro Villalobos (408) 792-5257

SERVICE TYPE <i>(Double-click on the applicable boxes below to check.)</i>			
Prevention Services	<input type="checkbox"/> Education	<input type="checkbox"/> Problem Identification & Referral	<input checked="" type="checkbox"/> Alternative Activities
	<input type="checkbox"/> Community-Based Processes	<input type="checkbox"/> Information Dissemination	<input type="checkbox"/> Environmental
POPULATION			
<input checked="" type="checkbox"/> Adults	<input type="checkbox"/> Ethnic Groups <i>(specify):</i> _____		
<input type="checkbox"/> Children (0-12)	<input type="checkbox"/> Languages <i>(specify):</i> _____		
<input checked="" type="checkbox"/> Adolescents (13-17)	<input type="checkbox"/> Other <i>(specify):</i> _____		
<input type="checkbox"/> TAY (18 up to 21)			
LOCATION OF SERVICE SITES <i>(List all addresses below. Insert additional rows as needed.)</i>			
Street Address	City, State, Zip	Phone #	Fax #
John XXIII Multi-Service Center 195 E Fernando St.	San Jose, CA	408-282-8600	
Eastside Neighborhood Center 2150 Alum Rock Ave,	San Jose, CA 95116	408-251-0215	
Christ the King Catholic Church 5284 Monterey Hwy	San Jose, CA 95111	408-362-9958	
FMCI Community Center 645 Wool creek Dr	San Jose, CA 95112	408-283-6000	
Washington United Youth Center 921 S 1 st Street	San Jose, CA, 95110	408-938-6731	
St. Mary Parish 11 1 st Street	Gilroy, CA 95020	408-847-5151	
Remote Services	The program will offer prevention-focused groups, healthy relationship groups, groups on grief and loss, effective		

**EXHIBIT A1: Alternative Activities
DESCRIPTION OF PROGRAM SERVICES**

	communication, and poetry workshops online.		
CCSCC Annex site (Santa Clara County Office of Education 9300 Wren Avenue	Gilroy, CA 95020	408-847-8314	
PROGRAM STAFFING (List all staff involved in the program, individually, by title. Insert additional rows as needed.)			
Direct Service Staff	FTE	Salary Range	Benefits
Peer Counselor	.8	\$38,272-\$50,901	Fringe: Medical/Dental, 401 K, PTO, Life Insurance
Interns	.4x3 1.0x1	\$0 - \$0	
Subtotal:	.8		
Other/Support Staff	FTE	Salary Range	Benefits
Program Supervisor	.5	\$34,125-\$45,386	Fringe: Medical, Dental, 401K, PTO, Life Insurance
Subtotal:	.5		
TOTAL:	1.3		

DESCRIPTION OF SERVICES

A. Prevention-focused Groups

Catholic Charities will implement a minimum of 25 of the following prevention-focus groups reaching up to 300 unduplicated individuals:

1. Triple P - Positive Parenting Program: Catholic Charities will provide Triple P parenting workshops for adults of all ages. Triple P is a multi-level parenting and family support strategy listed on the California Evidence-Based Clearinghouse for Child Welfare. In two areas, the system is verified as supported by research evidence, and in the third area studied, there is promising research evidence for its efficacy. Triple P aims to prevent children's behavioral, emotional, and developmental problems by enhancing parents' knowledge, skills, and confidence. Triple P, as a prevention program, helps parents become better equipped to handle the stress of raising children, improves parent response to behavior problems in their children, and supports children in responding to their development challenges. Training will happen in a non-judgmental environment that promotes parents enhancing their parenting skills. Focus groups using these workshops will be offered four times a year, with up to 12 participants in each group for a minimum of 48 adult participants a year.
2. The Cannabis/Marijuana Awareness & Prevention psychoeducation Toolkit contains theory-based and evidence-informed resources created by educators, parents, and researchers to prevent middle and high school students use of cannabis/marijuana. Focus groups using this Toolkit will be offered twice a month to different schools with a classroom of up to 10 students for each group, reaching up to 200 middle/high school participants a year.

EXHIBIT A1: Alternative Activities
DESCRIPTION OF PROGRAM SERVICES

3. **Parenting Workshops:** These workshops will focus on teaching how to recognize behavioral changes or other signs that indicate their child/teen may need support, helpful ways to talk to their children about substance use and mental health, and the impact of various SUDs on teens' development and health. Focus groups using these workshops will be offered twice for each quarter with up to 30 participants per quarter reaching up to 120 adult participants.
4. **Communication Skills Development:** Training to develop communication skills for parents of adolescents helps to build and improve behaviors (e.g., communication within the family, social and emotional development, academic and social competence, and dealing with peer pressure). The focus groups using this 4-week program for adults and teen and tweens will be offered once for each quarter with up to 30 participants (adult/teen/tweens) per quarter reaching up to 120 participants.

B. Social Support/Socialization:

Catholic Charities will implement at least 70 of the following social support/socialization-focus groups reaching up to 600 unduplicated individuals.

1. **Grief and Loss:** This group will provide emotional support, validation, and education about grief and loss surrounding the traumatic experiences of migrating to another country, COVID-19, and bereavement, and help participants learn healthy coping skills and social support. These 10-week focus groups will meet once for each quarter with up to 10 participants per quarter, reaching up to 40 adult and youth (rotation each quarter) participants a year.
2. **Healthy Relationships:** This group will help participants recognize signs of unhealthy relationships, violence, and abuse and learn coping skills to address them for TAY, LGBTQ+ populations, and adults. These 10-week focus groups will meet once for each quarter with up to 8 participants (adults/youth on separate rotations) per quarter, reaching up to 32 youth/adults a year.
3. **Travel Diaries:** Catholic Charities will play international/national travel videos for participants during these sessions. Participants will be presented with make-up boarding passes before the group. After watching the video, the participants will share their feedback and experiences. This focus group will meet twice a month with up to 10 adult and youth participants reaching up to 240 adult and youth participants.
4. **Arts and Crafts:** A variety of activities, such as drawing and painting will be offered for these focus groups, which will meet once a month group for adults/youth with up to 8 participants per month reaching up to 96 adult/youth participants.
5. **Dance/Music:** These focus groups will meet bi-monthly for adults/youth with up to 8 participants each group reaching up to 100 adult/youth (up to 50 for each age group) participants.
6. **Poetry:** These focus groups will help participants identify healthier and positive ways to express their experiences and emotions through poetry. These groups will meet

EXHIBIT A1: Alternative Activities
DESCRIPTION OF PROGRAM SERVICES

twice a month (separate groups for adults/youth) with up to 8 participants per group reaching up to 100 adult/youth participants (50 for each age group).

7. Non-therapeutic healing modalities such as Danzón Evenings (activating public spaces with music and dance on Friday nights with Danzón lessons): These focus groups will provide training to 20 Promotoras who run "healing circles meditation classes for community members. These groups will meet twice a month for ten months with up to 15 adult members reaching up to 200 adult/youth participants a year.

C. Empowerment Focused Groups

Catholic Charities will implement at least 16 of the following Empowerment Focused groups reaching up to 160 unduplicated individuals.

1. Employment Services: These groups will focus on employability workshops, employment readiness, soft skills, work ethics, resume writing, interview skills, job search assistance, placement, and retention to ensure job success for TAY 18 and over and other adults. Focus will include employment services tailored for individuals with co-occurring mental health and substance use disorders. They will be further connected to services as needed. These focus groups will meet once a month for ten months with up to 10 adult members per month reaching up to 100 adults a year.
2. Information and Referral: Participants in these focus groups will learn how to access various services and programs Catholic Charities and other community-based agencies offer. Catholic Charities will distribute substance use prevention information at various sites. One presentation will be offered for each quarter with up to 30 participants reaching up to 120 participants a year.

EXHIBIT (FY2024) B – Summary, Prevention Division's SUTS

FY2024

SUBMISSION DATE:

04/26/2023

July 1, 2023 - June 30, 2024

AGENCY NAME: Catholic Charities

SUBDIVISION: PRVTN-SABG (Prevention)
Cost Center 4630

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL DRUG MEDI-CAL AMOUNT (FFP)*	\$ -		
	COUNTY GENERAL FUND / REALIGNMENT	\$ -		
	SABG GRANT REVENUE	\$ 127,500		
	AB109 REVENUE	\$ -		
	OTHER REVENUE	\$ -		
	MAXIMUM FINANCIAL OBLIGATION	\$ 127,500		

AGENCY TOTAL

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL DRUG MEDI-CAL AMOUNT (FFP)*	\$ -		
	COUNTY GENERAL FUND / REALIGNMENT	\$ -		
	SABG GRANT REVENUE	\$ 127,500		
	AB109 REVENUE	\$ -		
	OTHER REVENUE	\$ -		
	MAXIMUM FINANCIAL OBLIGATION	\$ 127,500		

FY2024 Agreement:: Establish MFO (Maximum Financial Obligation)

EXHIBIT (FY2024) B1 - ESTIMATED BUDGET
 REPORTING UNIT GROUPING: PRVTN, Alternative Activities
 AGENCY NAME: Catholic Charities
 PROGRAM NAME: Alternative Activities Program

FISCAL YEAR: FY2024
 July 1, 2023 - June 30, 2024
 Submission Date: 04/26/2023

REPORTING UNIT	SERVICE GROUP	SERVICE ITEM NAME	PROGRAM TYPE	UNITS OF SERVICE	RATE PER UNIT	DRUG MEDI-CAL FFP	SAGB REVENUE	TOTAL PROGRAM COSTS
CC AA	PAS-2	Prevention Services	Support Services - PRVTN, Alternative Activities					
	0 minutes	Medi-Cal/ FFP, County/Realignment, Other (Match)		-	\$ -	-	-	-
		SAGB, (Non-Match)		-	\$ -	-	127,500	127,500
		Total		-	\$ -	-	127,500	127,500

TOTAL ESTIMATE	-	\$ -	127,500	\$ 127,500
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MFO (Maximum Financial Obligation)	TOTAL
FEDERAL DRUG MEDI-CAL AMOUNT (FFP)*	\$ -
COUNTY GENERAL FUND / REALIGNMENT	\$ -
SAGB GRANT REVENUE	\$ 127,500
AB109 REVENUE	\$ -
OTHER REVENUE	\$ -
MFO (Maximum Financial Obligation)	\$ 127,500 (Cost Center 4630)

Prepared by Shari Zheng

EXHIBIT C

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

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

C. Notice of Cancellation

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

D. Insurance Required

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

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

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

Additional Insured Endorsement, which shall read:

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

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

6. Professional Errors and Omissions Liability Insurance

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

7. Claims Made Coverage

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

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

E. Special Provisions

The following provisions shall apply to this Agreement:

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

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

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

EXHIBIT D

PREVENTION SERVICE ADMINISTRATIVE REQUIREMENTS AND PERFORMANCE MEASURES

Contractor agrees to the following:

I. PURPOSE

The purpose of this Exhibit is to inform contractors of the County of Santa Clara (COUNTY)'s expectations for service delivery, organization, administration, personnel, and fiscal policies and practices. This document creates the basis for annual program monitoring, evaluation and contract development. The requirements in this Exhibit are in addition to the requirements contained in the body of the Agreement.

II. CONTROL REQUIREMENTS

- A. Performance under the terms of this Exhibit is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to Health and Safety Code (HSC) Sections 11814(a) and (b) through the County, Contractor shall:
1. Establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below;
 2. Monitor for compliance with the written procedures; and
 3. Be accountable for audit exceptions taken by DHCS against the County and its contractors for any failure to comply with these requirements:
 - a. HSC Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
 - b. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
 - c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
 - d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
 - e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
 - f. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - g. Title 45, CFR Part 96, Block Grants.
 - h. Title 42, CFR Part 2, Confidentiality of Substance Use Disorder Patient Records.
 - i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.

- j. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
 - k. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.
- B. Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.
- C. The provisions of this Exhibit are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- D. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.
- E. **Hatch Act**
Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- F. **Health Insurance Portability and Accountability Act (HIPAA) of 1996**
All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.
- G. **Additional Federal Law Requirements**
Contractor shall comply with the following:
- 1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
 - 2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
 - 3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
 - 4. Age Discrimination in Employment Act (29 CFR Part 1625).
 - 5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
 - 6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
 - 7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
 - 8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
 - 9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 - 10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 - 11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 - 12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

H. Additional State Law Requirements

Contractor shall comply with the following:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

III. GENERAL PROVISIONS

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule, as found online at:

https://grants.nih.gov/grants/policy/salcap_summary.htm.

B. Primary Prevention

The SABG regulation defines “Primary Prevention Programs” as those programs “directed at individuals who have not been determined to require treatment for substance abuse” (45 CFR 96.121), and “a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention activities as described in the SABG requirements (45 CFR 96.125).

C. Friday Night Live (FNL) Program

1. Contractors participating in the FNL program must respond to the annual notification published by DHCS and the California Friday Night Live Partnership (CFNLP) no later than June 1 of each SFY confirming intent to participate in the Friday Night Live Program.
2. Contractors also agree to:
 - a. identify an FNL Program Coordinator responsible for meeting program requirements and participating in no-cost technical assistance and training from CFNLP.

- b. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>.
- c. Use the prevention data collection and reporting service for all FNL reporting, including profiles and chapter activity.
- d. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.

D. Perinatal Practice Guidelines

1. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines as listed online: <https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>.
2. Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. Contractor must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

E. Use of Funds

1. Funds identified in this Contract shall be used exclusively for Contractor alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.
2. Restrictions on Use of SABG Funds to Pay for Services Reimbursable by Medi-Cal:
 - a. Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
 - b. The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
 - c. If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.
 - d. COUNTY reserves the right to monitor to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the COUNTY.
 - e. Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
 - f. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

- g. No SABG funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
- h. No state or federal funds shall be used by CONTRACTOR for sectarian worship, instruction, or proselytization. No state funds shall be used to provide direct, immediate, or substantial support to any religious activity.
- i. Contractor shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG.

F. Monitoring

Contractor shall comply with all the monitoring criteria requirements. The County shall monitor the Contractor's performance during the term of the agreement.

G. Performance Requirements

- 1. Contractor shall provide services based on funding set forth in this application and under the terms of this agreement.
- 2. Contractor shall provide services to all eligible persons in accordance with state and federal statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - a. Lack of educational materials or other resources for the provision of services;
 - b. Geographic isolation and transportation needs of persons seeking services or remoteness of services;
 - c. Institutional, cultural, and ethnicity barriers;
 - d. Language differences;
 - e. Lack of service advocates;
 - f. Failure to survey or otherwise identify the barriers to service accessibility; and
 - g. Needs of persons with a disability.

H. Debarment and Suspension

- 1. Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 2. Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.
- 3. If Contractor subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

I. Trading Partner Requirements

1. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
4. 4. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

J. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

K. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

L. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When Contractor is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

M. Code Set Retention

Both County and Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

N. Data Transmission Log

Both County and Contractor shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by

each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

O. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

P. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

Q. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards>.

R. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

S. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to individuals receiving treatment.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

T. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

U. Tribal Communities and Organizations

Contractor shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service

needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

V. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

W. Participation of County Behavioral Health Director’s Association of California

1. The Contractor AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
2. The Contractor AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

X. Adolescent Best Practices Guidelines

Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

Y. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Z. Nondiscrimination in Employment and Services

Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person.

AA. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

BB. Additional Contract Restrictions

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

CC. 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.
2. 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.
3. 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.
4. 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.
5. 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.

IV. REPORTING REQUIREMENTS

A. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide

(<https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS Tx data collection.

2. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method, as identified online at: <https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>.

B. Primary Prevention Substance Use Disorder Data Service

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

1. Contractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the DHCS PPSDS Data Entry User Guide and the PPSDS Data Quality Standards (http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf).
2. Contractor shall enter all data for each month no later than the 10th day of the following month.

C. System Failures and Contractor Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirement

Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.

D. Drug and Alcohol Treatment Access Report (DATAR)

Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to County before the 10th of the month following the report activity month.

V. FINANCIAL REQUIREMENTS.

A. Budget Contingency

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

B. 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.

C. Program Budget

The attached **Exhibit B**, which is incorporated by this reference, contains the line item budget and net cost of each program under this AGREEMENT. Budget revisions may be approved by written agreement of CONTRACTOR and the BHSD Director or his/her Designee. CONTRACTOR shall not reallocate between line item expenditures or between programs without prior written approval from the BHSD Director or his/her Designee.

D. 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 I, 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.

E. 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** budget(s) and Summary Page.
2. COUNTY will not be liable for more than the MFO as stated in the applicable **Exhibit B budget(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 Cost-based invoice
5. 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.

F. 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. CONTRACTOR will take whatever corrective action may be required to comply with applicable state, federal, non-County agency or COUNTY requirements.
3. 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.
4. 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.
5. 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.
6. **CONTRACTOR's contract with audit firm.** CONTRACTOR shall include in its contract with audit firms, a statement permitting access by the State and COUNTY to the records of the external, independent auditor relating to CONTRACTOR. Unless otherwise provided, CONTRACTOR shall also require that the working papers and audit reports be retained for a minimum of ten (10) years from the date of the audit report unless the auditor is notified in writing by the COUNTY or State to extend the retention period, in which case such records must be retained until written permission to destroy is received from the COUNTY or State.
7. **Responsibility for audit exception.** CONTRACTOR shall be responsible for receiving, replying to, and complying with any audit exceptions by audit agencies representing the funding sources for this AGREEMENT. CONTRACTOR shall pay to COUNTY any and all liability found to be due as a result of said audit exceptions or COUNTY may offset this amount from any monies owed by COUNTY to CONTRACTOR. COUNTY shall pay CONTRACTOR any amounts found to be due CONTRACTOR from the COUNTY as a result of said audits, not to exceed the MFO of the COUNTY.

G. Compensation in the Event of Early Termination

1. 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 rate listed in the Exhibit B(s) of this Agreement for such units, but shall in no event exceed the COUNTY's MFO as set forth in the **Exhibit B(s)**.

2. 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 I., of this AGREEMENT (“**Annual Cost Report and Audited Financials**”), and the cost and certified audit have been audited by the applicable COUNTY, State or Federal governmental agencies.

H. **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. 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.

I. **Claims**

1. CONTRACTOR shall only invoice for services that are covered under this AGREEMENT, and shall ensure that no payments are made for services not covered.
2. **Monthly claims.** CONTRACTOR shall submit monthly cost reimbursement claims within forty-five (45) days after the last day of the month which service was rendered. Each claim shall state all actual allowable cost as defined in the Exhibit B during the month for which the claim is filed. Claims submitted later than forty-five (45) days after the last day of the month in which service was rendered shall be ineligible for reimbursement without written approval from the BHSD Director or his/her designee.

J. **Substance Abuse Prevention and Treatment Block Grant Requirements**

CONTRACTOR shall have policies and procedures that meet the following criteria:

- a. Tracks the obligations and expenditures of SABG funds, including but not those limited to those spent on primary prevention, services to pregnant women and women with dependent children, and HIV early intervention services.
- b. Includes a fiscal policy to ensure compliance with SABG Restrictions on Expenditures guidelines.
- c. Includes written policies complying with Payment of Last Resort requirements for SABG funding for pregnant and parenting women, tuberculosis services, and HIV services.
- d. Includes a written policy stating CONTRACTOR will not use any SABG funds to carry out any programs distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

EXHIBIT E

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

Contractor Information:

Contractor name:	Name of Contractor representative:
Catholic Charities of Santa Clara County	Jenny Ho
Contractor phone number:	Contractor email address:
(408) 468-0100	jho@catcholiccharitiesscc.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.

Jenny Ho

Chief Finance Officer

Name of authorized representative of Contractor

Title

DocuSigned by:

5FD6ACC016F545B...

Signature

5/19/2023

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.