AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ALI BABA CORPORATION FOR THE PROVISION OF RESIDENTIAL CARE FACILITY SERVICES FOR FISCAL YEAR 2019

This Agreement ("AGREEMENT") is between the County of Santa Clara ("COUNTY"), by and through the Behavioral Health Services Department (BHSD), and Ali Baba Corporation, a for profit entity ("CONTRACTOR").

BACKGROUND AND PURPOSE

This AGREEMENT is for Residential Care Facility (RCF) services provided to COUNTY mental health clients. Funding for this service is provided by the COUNTY, through the BHSD. These Residential Care Facilities provide a safe and stable environment for clients at a lower cost than mental health inpatient hospitalization. The BHSD ensures that the facility named in this AGREEMENT meets State Community Care Licensing requirements.

Residential care services are part of the BHSD’s Continuum of Care Plan (Plan). The Plan outlines a process where mentally ill and Seriously Mentally Ill (SMI) patients will transition from a higher level of care to the most appropriate residential type of facility based on their ability to function independently. The goal of BHSD is that every transition moves patients to an environment that is less restrictive. The benefits to this process include: a) reducing readmission of clients into emergency treatment and acute inpatient hospital settings; b) preventing homelessness of SMI patients; c) providing patients with stability and a home-like setting; and d) reducing the BHSD’s cost for patient care. The residential care facilities included in this AGREEMENT may also provide SMI patients with supplemental services to address a multitude of client needs from physical and medical disabilities to learning basic social and living skills.

The parties agree as follows:

AGREEMENT

I. Scope

This AGREEMENT, including the following Exhibits attached hereto and incorporated by this reference; establish the terms and conditions under which CONTRACTOR and BHSD will provide mental health services to COUNTY residents during the TERM.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Standard RCF – Basic Supplemental Services</td>
</tr>
<tr>
<td>A2</td>
<td>Standard RCF – Supplemental Services for Un-sponsored Clients</td>
</tr>
<tr>
<td>A3</td>
<td>Standard RCF – Supplemental Services for Developmentally Delayed Clients</td>
</tr>
<tr>
<td>A4</td>
<td>Standard RCF – Supplemental Services for Medically Frail or Insulin Dependent Clients</td>
</tr>
<tr>
<td>A5</td>
<td>Standard RCF – Supplemental Services for Seriously Mentally Ill Clients with Traumatic Brain Injury</td>
</tr>
<tr>
<td>B</td>
<td>Budget</td>
</tr>
<tr>
<td>C</td>
<td>Insurance Requirements for Professional Service Contracts</td>
</tr>
<tr>
<td>D</td>
<td>Supplemental Site Review Checklist</td>
</tr>
<tr>
<td>E</td>
<td>Supplemental Services RCF Client Monthly Log</td>
</tr>
</tbody>
</table>

II. Term

Unless modified, amended, or terminated as provided herein, this AGREEMENT begins July 1, 2018,
and will remain in full force and effect until June 30, 2019 (“TERM”).

III. Subcontracting

A. CONTRACTOR may not subcontract for any mental health services under this AGREEMENT without the prior written approval of COUNTY. COUNTY will not approve any subcontract for Medi-Cal reimbursable mental health services provided under this AGREEMENT. CONTRACTOR may, however, hire qualified contract employees to provide Medi-Cal reimbursable services under the terms of this contract following approval by COUNTY.

B. CONTRACTOR retains all obligations and responsibilities to COUNTY under this AGREEMENT during the term of an approved subcontract.

C. All subcontracts will be in writing and in a format approved by COUNTY.

D. Each subcontract must contain at a minimum the following:

1. Full disclosure of the method and amount of compensation or other consideration to be received by the SUBCONTRACTOR from the CONTRACTOR.

2. Specification of the services to be provided.

3. Declaration that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations of the CONTRACTOR.

4. Specification of the term of the subcontract including the beginning and ending dates as well as methods for amendment, termination and, if applicable, extension of the subcontract.

5. SUBCONTRACTOR’s agreement that SUBCONTRACTOR shall comply with and be bound by all terms of this AGREEMENT, including but not limited to Section IV of this AGREEMENT (“Compliance and Legal Requirements”).

6. Inclusion of the requirements set forth in Section VIII, subsection B of this AGREEMENT (“Non-Payment to Entity/Provider”).

7. SUBCONTRACTOR’s agreement to submit reports as required by the COUNTY.

8. SUBCONTRACTOR’s agreement to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspections, examination or copying by the COUNTY; the State of California, including but not limited to officials from the State Department of Health Care Services (SDHCS); any designated official of Federal Department of Health and Human Services (DHHS); the Comptroller General of the United States; and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the SUBCONTRACTOR’s place of business or at such other mutually agreeable location in California, in a form maintained in accordance with general standards applicable to such books or record keeping, and for at least seven (7) years from the close of the COUNTY’s fiscal year in which the subcontract was in effect.

9. SUBCONTRACTOR’s agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the COUNTY.

10. SUBCONTRACTOR’s agreement that SUBCONTRACTOR will be paid only
by CONTRACTOR.

E. CONTRACTOR must give written notice to each client served on a regular basis, and to the BHSD, of termination of an approved subcontract with an individual, group, or organizational provider no later than fifteen (15) days from the date of termination. During the term of the subcontract, CONTRACTOR will maintain documentation of compliance with this requirement for the time specified under Section IV, subsection M, of this AGREEMENT ("Maintenance, Retention and Confidentiality of Records").

IV. Legal Requirements
A. Compliance
1. Licensure
   a) Facilities. CONTRACTOR will ensure that all facilities used in performance of services pursuant to this AGREEMENT meet all requirements contained in federal, state, and local laws, statutes, or regulations, and the review checklist contained in Exhibit D, attached herein.
   b) Staff. CONTRACTOR performing services pursuant to this AGREEMENT must meet all applicable licensing, certification or other federal, state and local laws and regulations.

2. Federal, State and Local Laws
   CONTRACTOR must provide services under this AGREEMENT in accordance with all laws effective at the inception of this AGREEMENT and that become effective during the TERM of this AGREEMENT including but not limited to:
   a) Title 22, Division 6, Chapter 6 of the California Code of Regulations; sion Manual of Policies and Procedures Community Care Licensing Division Adult Residential Facilities;
   b) Title 9 of the California Code of Regulations;
   c) Title XIX of Social Security Act;
   d) Welfare and Institutions Codes Section 5600 et seq.

3. This obligation specifically includes an agreement by CONTRACTOR to honor the client's rights set as forth in the above referenced statutes and regulations.

B. Privacy
   CONTRACTOR must comply with all state and federal laws regarding the privacy of medical information, including but not limited to the following:
   1. the Health Insurance Portability and Accountability Act (HIPAA); 45 C.F.R parts 160, 162 and 164. For HIPAA guidelines, refer to: www.hhs.gov/ocr/privacy/hipaa/administrative/privacyrule/adminsimpregtext.pdf ;
   3. California Welfare and Institutions Code (WIC) section 5328 et seq.;
   4. California Evidence Code section 1010 et seq.;

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

D. **Clean Air Act & Federal Water Pollution Control Act.** CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and will include such provision in all subcontracts of amounts in excess of $100,000. Violations will be reported to the Centers for Medicare and Medicaid Services.

E. **Business Conduct.** CONTRACTOR will comply with all applicable laws regarding the conduct of their respective business and profession. CONTRACTOR will also comply with all laws governing Conflict of Interest and Referral of Clients, which are in effect or which become effective during the TERM of this AGREEMENT. These laws include prohibitions on:

1. Payments for referral to induce the referral of Clients (Cal. Business and Professions Code section 650; Cal. Labor Code section 3215; and section 1128B of the Social Security Act).
2. The referral of Clients by a CONTRACTOR for certain designated health care services to an entity with which the CONTRACTOR (or the referring party’s immediate family) have a financial relationship (Cal. Labor Code sections 139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code sections 650.01 and 650.02 applicable to all other client referrals within the State and section 1877 of the Social Security Act, applicable to referrals of Medicare and Medi-Cal Clients.)

F. **Certification of Health Care Providers**

1. CONTRACTOR certifies that neither CONTRACTOR nor its employees, directors, board members, subcontractors, or agents have been convicted of a criminal offense related to health care, nor is CONTRACTOR or its employees, directors, board members, subcontractors or agents listed by any federal or state agency as debarred, excluded, or otherwise ineligible for participation in federal or state funded health care programs.
2. CONTRACTOR certifies that it has performed an appropriate screening of all its employees, directors, board members, subcontractors, and agents prior to making the aforementioned certification.
3. CONTRACTOR will screen on a regular basis all CONTRACTOR employees, directors, board members, subcontractors and agents to determine whether they are excluded or otherwise ineligible for participation in federal or state funded health care programs. CONTRACTOR further agrees to screen all new employees. The screening procedure will meet the screening requirements set forth in the BHSD Policies and Procedures relating to excluded provider’s status. At a minimum, CONTRACTOR will screen each person against (1) the U.S. Department of Health & Human Services (DHHS) Office of Inspector General (OIG) List of Excluded Individuals/Entities, and (2) the State Medi-Cal Suspended and Ineligible Provider List ("Excluded Provider Lists"). If CONTRACTOR employees, directors, board members, subcontractors, and
agents are found to be on the Excluded Provider Lists, or if they are being investigated for an offense that may lead to exclusion, CONTRACTOR agrees to immediately send a written notice to BHSD’s Compliance Manager to determine appropriate action. If CONTRACTOR’s employees, directors, board members, subcontractors, or agents is excluded or debarred, or charged with a criminal offense, CONTRACTOR will remove the individual from any responsibility for, or involvement in, the provision of services under this AGREEMENT for an amount of time determined by COUNTY. If CONTRACTOR is excluded or debarred, or charged with a criminal offense, COUNTY may terminate the contract immediately.

4. CONTRACTOR certifies that its license and the licenses of all persons providing services pursuant to this AGREEMENT are in good standing and are not subject to any pending license investigations or citations. CONTRACTOR shall notify COUNTY immediately by sending written notice to the BHSD Compliance Officer upon learning that its license, or the license of any person providing services pursuant to this AGREEMENT, is being investigated, has been cited for a license violation, is restricted in any way, or is no longer in good standing.

5. COUNTY may terminate this AGREEMENT immediately if CONTRACTOR violates any of the provisions in this subsection.

6. CONTRACTOR will defend, indemnify and hold harmless COUNTY for any loss or damage resulting from any conviction, debarment, or any exclusion of CONTRACTOR or its employees, directors, board members, subcontractors or agents.

7. If CONTRACTOR utilizes COUNTY facilities while performing services pursuant to this AGREEMENT, CONTRACTOR will read and abide by the BHSD Program Policy, Code of Conduct, and Compliance Program Plan and will attend a compliance workshop provided by the COUNTY. CONTRACTORS utilizing non-COUNTY facilities must provide COUNTY with a copy of their compliance program, upon request.

G. Non-Discrimination

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

d) CONTRACTOR will serve clients as determined by COUNTY’s policies, procedures, directives, guidelines, and Cultural Competency Plan to insure that all eligible clients receive services from clinical staff that is culturally, ethnically, and linguistically competent. In addition, services will be delivered in a manner that is considerate of clients’ and family members’ cultures while preserving clients’ dignity and respecting their right to choose. For the Cultural Competency Plan, refer to http://www.sccgov.org/portal/site/MHD/CulturalCompetancyPlan.

e) In order to serve bilingual clients BHSD will assess bilingual needs and require CONTRACTOR to recruit, employ, and maintain bilingual staff at a level designated by the BHSD in support of the programs provided by CONTRACTOR and described in the Exhibit A(s) attached herein.

f) Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to Title 9, California Code of Regulations, sections 1820.205, 1830.205, or 1830.210, prior to providing any Medi-Cal covered services to clients who are Medi-Cal beneficiaries.

2. **Appropriate Facilities.** CONTRACTOR facilities will have access for the disabled to the extent required by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other applicable laws requiring such access.

3. **Training.** CONTRACTOR will implement and maintain a training program in which all of the personnel designated in the Exhibit A(s) will participate. At a minimum, such training programs will cover (a) crisis management and intervention, (b) Activities of Daily Living (ADL) skills, (c) assisting clients in transition, and (d) confidentiality of client information.

4. **Non-Compliance.** Failure to comply with any of the requirements of this section will be considered a material breach of this AGREEMENT. Nothing in this AGREEMENT will be deemed a limitation on the right of COUNTY to take any action with respect to CONTRACTOR as a means of enforcing the antidiscrimination provisions of this AGREEMENT, as federal, state, or county government may require.

H. **COUNTY Ordinances, Resolutions, Policies, Procedures, Directives, and Guidelines**

1. CONTRACTOR must provide services under this AGREEMENT in accordance with the ordinances and resolutions of the COUNTY Board of Supervisors and the applicable policies, procedures, directives, and guidelines of the COUNTY, BHSD, and the Santa Clara Valley Health and Hospital Systems (SCVHHS). CONTRACTOR must be in compliance with any new or modified policy, procedure, or directive within thirty (30) days from the date on which CONTRACTOR receives notice of such new or modified policy, procedure, or directive, or sooner if required by federal, state, or local regulations.

2. If CONTRACTOR receives training from BHSD in pandemic and other disasters (“All Hazards”) including, but not limited to: identifying high risk
populations, monitoring psychosocial reactions to All Hazards, disseminating appropriate educational materials, providing safe intervention as needed, and making appropriate referrals, CONTRACTOR will, at the discretion of the Director of BHSD, be involved in planning and response activities related to All Hazards.

3. **No Smoking Policy.** CONTRACTOR and its employees, agents and subcontractors must comply with the COUNTY’s No Smoking Policy set forth in Board Policy section 3.47.

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

I. **Admission and Discharge Procedures**

1. CONTRACTOR will maintain its client admission procedures and eligibility criteria in writing and must make such procedures and eligibility criteria available to the public upon request. Such procedures must be in conformance with the Welfare and Institutions Code section 5600 et seq. and Title 22, Chapter 6, Division 6. CONTRACTOR will comply with BHSD’s admission and discharge policy, as described in the Exhibit A(s) attached herein.

2. The COUNTY Outpatient Teams are responsible for admissions and setting dates for discharges of clients.

3. When COUNTY authorization has expired for either the facility placement or for the Supplemental Care services, CONTRACTOR will assist client in making a smooth
transition to a less restrictive environment.

4. The contractor may allow a client to remain in the facility beyond the date approved by the COUNTY Outpatient Team only if transfer to another facility is determined to be detrimental to the client by the COUNTY Outpatient Team.

J. Eligible Client Population. CONTRACTOR will serve the clients as outlined in Exhibit A(s), attached herein.

K. Consent for Treatment. CONTRACTOR will obtain a signed “consent to treatment” form for each client covered by this AGREEMENT using a legally adequate consent form or format pursuant to California Welfare and Institutions Code section 5326.2 and any other statute or regulation if applicable.

L. Program Capacity

1. CONTRACTOR is obligated to provide services to individuals when referred by the COUNTY Outpatient Team and as resources are available.

2. CONTRACTOR will provide Supplemental Services to Clients when authorized by the COUNTY Outpatient Team.

3. CONTRACTOR will, in cooperation with the BHSD, develop a strategy for managing demand to ensure that there is no abrupt termination of services to any client. The strategy may include, but should not be limited to, systematic management of discharges and referrals in coordination with the COUNTY Outpatient Team.

4. CONTRACTOR will carry out timely discharges of clients to facilities offering a lower level of care when the 24 Hour Care Program notifies CONTRACTOR of the need to transition the client.

5. CONTRACTOR will cooperate with BHSD to reasonably maintain consistent service levels and time limits throughout the TERM of this AGREEMENT, consistent with normal fluctuations agreed upon in advance, such as those related to BHSD program and policy changes.

M. Maintenance, Retention and Confidentiality of Records

1. Maintenance of Records. CONTRACTOR must maintain legible and adequate medical, clinical, and/or rehabilitation records on each client as required by all applicable laws based on program type and funding source. Such records will, at a minimum, include: (a) diagnostic studies, if applicable; (b) a description of the goals set for each client's care; (c) documentation describing services provided by various professionals and paraprofessionals; (d) documentation regarding client interviews and/or progress notes. CONTRACTOR will maintain such records in the form determined or approved by federal, state, and COUNTY laws, rules, and regulations. Such records will be in sufficient detail to facilitate evaluation of the services provided pursuant to this AGREEMENT and will contain all data necessary to prepare any reports required by the California Department of Health Care Services (DHCS).

2. Record Retention. CONTRACTOR will maintain client medical and/or clinical records as required by the California Code of Regulations or any other applicable laws. At a minimum, records will be retained for adult clients for a period of seven (7) years from the date of discharge, and records of persons who are under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the client's eighteenth (18th) birthday, or a
period of seven (7) years from the date of discharge, whichever is later.

3. **Confidentiality.** CONTRACTOR will maintain the confidentiality of medical and psychiatric records of clients as required by applicable state and federal laws including, but not limited to those referenced in Section IV, subsection B, of this AGREEMENT ("Privacy").

4. **Access to Client records at Conclusion of Agreement.** Upon expiration or termination of this AGREEMENT, CONTRACTOR will deliver all client records to COUNTY within fifteen (15) working days of the date of expiration or termination. Client records include all medical/clinical records, utilization and peer review records, medication monitoring records, and all fiscal records related to funding received under this AGREEMENT.

5. If CONTRACTOR is required to retain such records, CONTRACTOR will supply copies of the records to COUNTY, at CONTRACTOR’s expense, and will allow inspection of the original records by COUNTY upon request during the duration of the applicable retention period. Although CONTRACTOR will, in this event, have possession of client records and information, COUNTY will own all such information and records.

V. **Disclosure of Violations and Unusual Incidents**

   A. CONTRACTOR will notify COUNTY by telephone of the violation of any provision of this AGREEMENT within twenty-four (24) hours of obtaining reasonable cause to believe that a violation has occurred. In addition, notice of such violation will be confirmed by delivering a written notice to the Director of BHSD within seventy-two (72) hours of obtaining reasonable cause to believe that such violation has occurred. Such notice will describe the violation in detail (See BHSD Policy and Procedures 243).

   B. CONTRACTOR will comply with COUNTY policies, procedures, and requirements concerning the reporting of unusual occurrences and incidents.

VI. **Performance Outcomes.** CONTRACTOR will comply with the performance outcomes and measurements established in this AGREEMENT, all applicable laws and regulations, as well as the Exhibits attached to this AGREEMENT.

   A. BHSD will monitor all services provided under this AGREEMENT on a regular basis by conducting a Program Evaluation to review the appropriateness of client placement and the physical facility environment. If it is determined that a corrective plan is needed in order to ensure compliance, CONTRACTOR will comply within the time frame established in the applicable Corrective Action Plan created by the COUNTY.

   B. If CONTRACTOR fails to comply with the Corrective Action Plan, CONTRACTOR may be subject to further corrective action up to and including termination of the AGREEMENT.

VII. **Contracting Principles**

   A. It is the policy of the Board that all entities that contract with the COUNTY to provide services where the contract value is one hundred thousand dollars ($100,000) or more
B. To ensure compliance with these contracting principles, all CONTRACTORs must: (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.

VIII. 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. Non-Payment to Entity/Provider. CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not submit a claim to demand or otherwise collect reimbursement from the client or persons acting on behalf of the client for any services including specialty mental health or related administrative services provided under this AGREEMENT except to collect SSI/rent and co-payments for supplemental services as described in the Exhibit A(s) attached herein. The CONTRACTOR or an affiliate, vendor, or subcontractor of the CONTRACTOR will not hold beneficiaries liable for cost of covered services provided for which the COUNTY or State does not pay the CONTRACTOR or an affiliate, vendor, or subcontractor; nor will the CONTRACTOR or an affiliate, vendor or subcontractor hold beneficiaries liable for cost of a referral, or for payment of subsequent screening and treatment needed to diagnose the specific condition, or stabilize a client with an emergency psychiatric condition.

C. Withholding Compensation. The COUNTY reserves the right to withhold amounts from future compensation equal to the amount of any disallowance for billed services and/or other payments due to the County as determined following an audit and/or investigation by COUNTY. The COUNTY reserves the right to disallow payment for services if CONTRACTOR fails to provide timely advance notice of client leaves of absence.

D. Transfer of Funds

1. COUNTY reserves the right to reallocate funds between contractors as appropriate to meet client needs during the TERM of this AGREEMENT.

2. CONTRACTOR will bill any entity financially responsible for all or part of the client’s health care services (third-party payers) and may retain any amounts collected as a result
of such billing. However, if CONTRACTOR has been paid by COUNTY for services for which third-party payments are collected, CONTRACTOR will deduct the amounts collected from CONTRACTOR’s claim for reimbursement from COUNTY. To the extent that COUNTY reimburses CONTRACTOR for services covered and paid by a third party payer, COUNTY will recoup such reimbursement or offset it from amounts owed to CONTRACTOR.

3. CONTRACTOR will retain documentation relating to billings to and payments from third party payers, whether full or partial, and make such information available to COUNTY upon reasonable request in the manner specified by COUNTY.

E. **Personal Financial Liability**
   1. CONTRACTOR will report all collections deducting amounts collected from the client as SSI/Rent and payments from COUNTY.
   2. CONTRACTOR will comply with regulations regarding the collection of SSI/Rent as directed by COUNTY and STATE.

F. **Compensation**
   Compensation for all authorized services are described and set forth in the Exhibit B attached herein.
   1. Claims for payment will be submitted in accordance with BHSD Policies and Procedures 412-009: Residential Care Facility Contractor Claim Procedures;
   2. COUNTY will pay CONTRACTOR within 45 working days after receipt of final, signed CONTRACTOR claim. COUNTY may make formatting or other necessary changes to billing forms from time to time as needed and such changes will be furnished to CONTRACTOR for billing purposes.
   3. Claims will be submitted to the COUNTY Outpatient Team and will clearly state the dates for which services were delivered. Claims will be in reasonable detail that gives information regarding the services for which claim is made.

G. **Maximum Financial Obligation**
   The maximum financial obligation for the services as defined in this AGREEMENT is as stated in the Exhibit B attached herein. CONTRACTOR is not obligated to provide services for which no reimbursement will be made when the Maximum Financial Obligation has been fully exhausted. CONTRACTOR is obligated to provide services that are appropriate to clients’ needs.

H. **Maintenance and Retention of Financial, Billing and Statistical Records**
   CONTRACTOR must maintain all financial, statistical, billing, or accounting records associated with the provision of services pursuant to this AGREEMENT and all applicable exhibits that are necessary to support services provided in a manner that satisfies the requirements of all state, federal, and local laws, rules, regulations, and codes. CONTRACTOR will maintain such data in a format specified by federal, State of California and/or COUNTY.
   1. CONTRACTOR must maintain such financial records for a period of seven (7) years from the termination or expiration of this AGREEMENT;
   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 VII of this AGREEMENT ("Contracting Principles").

a) State of California, including but not limited to, officials from the State Department of Health Care Services (DHCS);
b) any designated official of the Federal Department of Health and Human Services (DHHS);
c) the “fiscal intermediary”— agency responsible for processing Medi-Cal and/or Medicare payments;
d) the Comptroller General of the United States;
e) any other agent or representative of the Federal, State, or local government conducting appropriate activities under this AGREEMENT.

3. For the purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any associated regulations, CONTRACTOR will comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this AGREEMENT:

a) until the expiration of seven (7) years after the furnishing of services pursuant to this AGREEMENT, CONTRACTOR will make available to the Secretary of the United States Department of Health and Human Services ("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 seven (7) 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.

I. 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. If CONTRACTOR was over-compensated, 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.

3. CONTRACTOR will take whatever corrective action may be required to comply with applicable state, federal, non-County agency or COUNTY requirements.

4. In the event that CONTRACTOR disagrees with the determinations made in any audits, CONTRACTOR may appeal according to the appeals process set forth below in Section IX, subsection I of this AGREEMENT (“Problem Resolution and Appeal Process”) or other applicable appeal process. CONTRACTOR will bear the cost of any appeal.

IX. General Provisions
   A. Amendments. This AGREEMENT may be modified provided the COUNTY Board of Supervisors approves the amendment or has delegated authority to BHSD to amend this AGREEMENT, and provided the parties execute a written amendment reflecting the modification.
   B. Termination
      1. For Cause
         a) COUNTY may terminate this AGREEMENT for cause if CONTRACTOR breaches any material term of this AGREEMENT and CONTRACTOR fails to cure such breach within the time specified by COUNTY in the notice of termination. COUNTY reserves the right to terminate immediately, without a period to cure such breach, if CONTRACTOR fails to comply with the requirements of Section V of this AGREEMENT (“Disclosure of Violations and Unusual Incidents”). The effective termination date of this AGREEMENT will be set forth in a Notice to Terminate provided to CONTRACTOR by COUNTY.
         b) “For Cause” includes, but is not limited to, the following:
            i. failure to comply with any provision of this AGREEMENT;
            ii. violation of any applicable federal, state or local laws, rules, regulations, and/or codes and ordinances;
            iii. filing by CONTRACTOR for protection under the bankruptcy laws, or requesting a receivership;
            iv. assignment of this AGREEMENT without the written consent of BHSD;
            v. failure to maintain any licensure or permit as required under this AGREEMENT or failure to utilize licensed personnel where required by law;
            vi. failure to provide services under this AGREEMENT in a satisfactory manner.
      2. Termination without Cause. Either party may terminate this AGREEMENT
without cause following thirty (30) days written notice to the other party, except as otherwise provided in this Agreement.

3. Upon termination of this AGREEMENT, CONTRACTOR shall participate in and make arrangements for the orderly transition of clients. CONTRACTOR may use its allocation of funding for services under this AGREEMENT during transitioning, as long as it is within the maximum financial obligation allowed under this AGREEMENT. Within (10) business days from the date on the notice of termination, CONTRACTOR must provide to the BHSD Contracts Administration Unit a list of clients who received mental health services or who were seen on a regular basis by CONTRACTOR. The information included on the list will be: name of client, recent phone number, address and/or contact information.

C. Assignment. Rights and obligations under this AGREEMENT may not be assigned or delegated, in whole or in part, without the prior written consent of the other party. CONTRACTOR will give COUNTY a minimum of thirty (30) days to consider any request to assign, prior to the proposed effective date of such assignment. Failure to obtain COUNTY’s prior written consent to an assignment will be deemed a material breach of this AGREEMENT. Upon an authorized assignment, CONTRACTOR will ensure that the terms and conditions of this AGREEMENT will inure to the benefit of COUNTY and be binding upon the successor and assignees, except such terms and conditions as may be expressly waived, in writing, by COUNTY.

D. Conflict of Interest

1. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this AGREEMENT and is grounds for immediate termination of this AGREEMENT by the COUNTY.

2. In accepting this AGREEMENT, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this AGREEMENT. CONTRACTOR further covenants that, in the performance of this AGREEMENT, it will not employ any contractor or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this AGREEMENT, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

3. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall, upon execution of this AGREEMENT, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR’s employees, agents and subcontractors, that could be substantively involved in “making a governmental decision” or “serving in
a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of CONTRACTOR’s service to the COUNTY under this AGREEMENT. Contractor shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this AGREEMENT in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the AGREEMENT, end their service to the COUNTY.

4. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this AGREEMENT, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this AGREEMENT, annually by April 1, and within 30 days of their termination of service pursuant to this AGREEMENT.

5. **Political Reform Act (Form 700 Filing) Requirement.** A Consultant Applicability Analysis (CAA) Form must be completed for services provided under this AGREEMENT. If applicable, CONTRACTOR must complete a Disclosure Determination for Consultant (DDC) form to be approved by County Counsel. COUNTY shall provide a copy of the DDC Form to the COUNTY filing official, who will be responsible for eDisclosure entry and Form 700 notice to listed consultant filers. Each filer must complete and file Form 700 within 30 days of the start date under the AGREEMENT, annually, and within 30 days of leaving service under the AGREEMENT.

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

**F. California Public Records Act.** All contracts become the property of the COUNTY, which is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If CONTRACTOR’s proprietary information is contained in this Agreement, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR shall identify to the County the specific lines containing the information and the applicable CPRA exemption(s). In the event of a request for such information, the COUNTY will notify CONTRACTOR and redact or withhold the information. CONTRACTOR further agrees that it shall defend, indemnify and hold the COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

**G. Relationship of the Parties.** CONTRACTOR will perform all work and services described herein as an independent CONTRACTOR and not as an officer, agent, or employee of COUNTY. None of the provisions of this AGREEMENT is intended to create, nor will be deemed or construed to create, any relationship between the parties
other than that of independent parties contracting with each other for purpose of effecting the provisions of this AGREEMENT. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership, or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. CONTRACTOR will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. COUNTY will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. CONTRACTOR’s personnel rendering services under this AGREEMENT will not have any of the rights or privileges of COUNTY or State employees. CONTRACTOR and its agents, employees, and subcontractors will not have any claim against the COUNTY or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc. Notwithstanding any reference to a managed care plan or system of care, CONTRACTOR will act as an entity separate and apart from the COUNTY, and will be considered an independent CONTRACTOR for all purposes, including liability and litigation.

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

I. **Problem Resolution and Appeal Process.** Pursuant to sections 1850.305 et seq. of Title 9, CONTRACTOR will follow the Problem Resolution and Appeal process established by BHSD to resolve Mental Health Plan (MHP) payment authorization issues, complaints, and/or concerns (see BHSD Policies and Procedures Number 651).

J. **Notices.** All notices required to be given under the terms of this AGREEMENT will be in writing and must be delivered in person, transmitted by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

One copy to:

County of Santa Clara, Board of Supervisors  
Clerk of the Board  
70 West Hedding Street  
San Jose, California 95110

One copy to:

Behavioral Health Services Department  
Toni Tullys, MPA, Director  
828 South Bascom Avenue, Suite 200  
San Jose, California 95128

One copy to:

Ali Baba Corporation  
Attn: Mustafa Sabankaya, Owner  
260 S. 11th Street  
San Jose, CA 95112

K. **Miscellaneous**  

1. This AGREEMENT will be binding upon the successors, assigns, heirs, and beneficiaries of the parties hereto, subject to the provisions of Section IX,
subsection C of this AGREEMENT ("Assignment").

2. The paragraph headings used in this AGREEMENT are intended solely for convenience of reference and will not in any way or manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this AGREEMENT.

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

M. Severability. In the event any one or more of the provisions contained in this AGREEMENT are, for any reason, held to be invalid, illegal, or unenforceable in any respect, it will not affect any other provision of this AGREEMENT. This AGREEMENT will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

P. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

Q. Contract Execution. Unless otherwise prohibited by law or COUNTY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

R. Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

S. Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information
Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not
discriminate against any subcontractor, employee, or applicant for employment because
of age, race, color, national origin, ancestry, religion, sex, gender identity, gender
expression, sexual orientation, mental disability, physical disability, medical condition,
political belief, organizational affiliation, or marital status in the recruitment, selection
for training (including but not limited to apprenticeship), hiring, employment,
assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall
Contractor discriminate in the provision of services provided under this contract
because of age, race, color, national origin, ancestry, religion, sex, gender identity,
gender expression, sexual orientation, mental disability, physical disability, medical
condition, political beliefs, organizational affiliations, or marital status.

T. **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable
wage and hour Laws, which may include but are not limited to, the Federal Fair Labor
Standards Act, the California Labor Code, and, if applicable, any local minimum wage,
prevailing wage, or living wage Laws.

U. **Definitions:** For purposes of this section, the following definitions shall apply. A
“Final Judgment” shall mean a judgment, decision, determination, or order 1) 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 2) for which all appeals
have been exhausted or the time period to appeal has expired. For pay equity Laws,
relevant investigatory government agencies include the federal Equal Employment
Opportunity Commission, the California Division of Labor Standards Enforcement,
and the California Department of Fair Employment and Housing. Violation of a pay
equity Law shall mean unlawful discrimination in compensation on the basis of an
individual’s sex, gender, gender identity, gender expression, sexual orientation, race,
color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as
amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or
California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant
investigatory government agencies include the federal Department of Labor, the
California Division of Labor Standards Enforcement, and the City of San Jose’s Office
of Equality Assurance.

V. **Prior Judgments, Decisions or Orders against Contractor:** By signing this
Agreement, Contractor affirms that it has disclosed any final judgments that 1) were
issued in the five years prior to executing this Agreement by a court, an investigatory
government agency, arbiter, or arbitration panel and 2) found that Contractor violated
an applicable wage and hour law or pay equity law. Contractor further affirms that it
has satisfied and complied with – or has reached Agreement with the County regarding
the manner in which it will satisfy – any such final judgments.

W. **Violations of Wage and Hour Laws or Pay Equity Laws During Term of
Contract:** If at any time during the term of this Agreement, Contractor receives a Final
Judgment rendered against it for violation of an applicable wage and hour Law or pay
equity Law, then Contractor shall promptly satisfy and comply with any such Final
Judgment. Contractor shall inform the Office of the County Executive-Office of
Countywide Contracting Management (OCCM) of any relevant Final Judgment against
it within 30 days of the Final Judgment becoming final or of learning of the Final
Judgment, whichever is later. Contractor shall also provide any documentary evidence
of compliance with the Final Judgment within 5 days of satisfying the Final Judgment.
Any notice required by this paragraph shall be addressed to the Office of the County
Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

X. **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this section, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

Y. **Pay Equity Notification:** Contractor shall 1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or 2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.

Z. **Material Breach:** Failure to comply with any part of this section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions: 1) Suspend or terminate any or all parts of this Agreement. 2) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. 3) Offer Contractor an opportunity to cure the breach.

AA. **Subcontractors:** Contractor shall impose all of the requirements set forth in this section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

BB. **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.

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

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

EE. **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.

FF. **County Data.** “County Data” shall mean data and information received by CONTRACTOR from COUNTY. As between CONTRACTOR and COUNTY, all County Data shall remain the property of the COUNTY. CONTRACTOR shall not acquire any ownership interest in the County Data. CONTRACTOR shall not, without COUNTY’s written permission consent, use or disclose the County Data other than in the performance of its obligations under this AGREEMENT. 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, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to COUNTY or any end users; and ensure the proper disposal of County Data upon termination of this AGREEMENT.
CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/orremedying the issue that resulted in such unauthorized access, notifying COUNTY as soon as possible of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR’s security that materially affects COUNTY or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.
Should confidential 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 (if applicable). CONTRACTOR shall not charge the COUNTY for any expenses associated with CONTRACTOR’s compliance with the obligations set forth in this section.

GG. Payment Term. The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if CONTRACTOR selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the COUNTY approves the invoice, instead of 45 days, and the COUNTY shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the COUNTY mails the warrant or initiates the electronic fund transfer.

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 30 days of cash acceleration)
- 1.33% 25 Net 45 (provides 30 days of cash acceleration)
- 1.00% 30 Net 45 (provides 30 days of cash acceleration)
- Net 45 (full payment)

Note: Payment term will default to “Net 45 (full payment),” if no other term was selected. Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. CONTRACTOR must have a registered account on the Ariba Network to utilize this functionality.

//
//
//
//
//
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date set forth below:

COUNTY OF SANTA CLARA

Rene G. Santiago
Deputy County Executive and Director
Santa Clara Valley Health & Hospital System

ALI BABA CORPORATION

Mustafa Sabankaya
Owner

APPROVED AS TO FORM AND LEGALITY

Lorraine Van Kirk
Deputy County Counsel

APPROVED

Toni Tullys, MPA
Director, Behavioral Health Services Department

APPROVED

John Cookinham
Chief Financial Officer
Santa Clara Valley Health & Hospital System

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ALI BABA CORPORATION FOR THE PROVISION OF RESIDENTIAL CARE FACILITY SERVICES FOR FISCAL YEAR 2019

Last Reviewed by County Counsel on 04/24/18
EXHIBIT A1

SPECIFIC PROGRAM PROVISIONS

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Ali Baba Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Unit</td>
<td>U-98</td>
</tr>
<tr>
<td>Program Type</td>
<td>Standard Residential Care Facility – Basic Supplemental Services</td>
</tr>
<tr>
<td>Program Location</td>
<td>260 S. 11th Street</td>
</tr>
<tr>
<td></td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td></td>
<td>171 S. 11th Street</td>
</tr>
<tr>
<td></td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td>Program Contact</td>
<td>Mustafa Sabankaya</td>
</tr>
<tr>
<td>Program Contact Information</td>
<td>Telephone: (408) 289-1644</td>
</tr>
<tr>
<td></td>
<td>Fax: (408) 289-1647</td>
</tr>
</tbody>
</table>

I. PROGRAM INTENT AND GOALS:

A. The supplemental services program provides enhanced individualized client services in addition to existing standard Residential Care Facility (RCF) services. This program transitions clients from a locked or inpatient hospital setting to a less restrictive, more independent living situation. Supplemental services are intended to assist clients who may have secondary medical, developmental, and/or substance abuse issues and who may also be vulnerable or at risk of victimization in a community setting.

B. The CONTRACTOR shall provide supplemental services to Severely Mentally Ill (SMI) clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in a community setting.

C. The goal of the supplemental services program is to assist clients who have difficult behaviors which interfere with standard RCF placement, and to reduce re-hospitalization into psychiatric and medical emergency systems.

D. The target population includes adults (18-59 years of age) who require additional services for chronic/acute medical conditions. Clients may have supplemental security income that pays for basic board-and-care costs.

II. DIAGNOSTIC SPECTRUM / INCLUSIONARY CRITERIA:

A. The diagnostic spectrum includes psychotic disorders such as schizophrenia, bipolar disorder, major depression, post-traumatic stress disorder, and may include a secondary diagnosis of developmental disability or drug and alcohol related conditions.

III. PROGRAM OPERATIONAL EXPECTATIONS:
A. The CONTRACTOR shall help clients manage behavioral issues and promote independence by:
   1. Including clients in the development of their supplemental services plan, identification of goals, and discharge plan.
   2. Providing one-to-one behavior management through the utilization of prompts, education, redirection, and by modeling appropriate behaviors.
   3. Encouraging the development of self-help skills, activities of daily living, community mobility, and appropriate social behaviors that will promote self-sufficiency.
   4. Assisting clients develop money management skills.
   5. Teaching clients how to access the mental health system of care.

B. Intake/Referrals:
   1. The Outpatient Case Manager must submit referrals to the Behavioral Health Services Department (BHSD) 24-Hour Care staff. The BHSD 24-Hour Care staff will authorize referrals when indicated for six (6) months or less. All clients authorized for the supplemental services will be informed by their Outpatient Case Manager that this service is time-limited and is based on service needs as determined by the BHSD 24-Hour Care staff.
   2. The CONTRACTOR shall accept referrals in accordance with the BHSD procedures and directives.
   3. The CONTRACTOR must inform the referring providers of the acceptance decision or receipt of referrals within twenty-four (24) to forty-eight (48) hours of receiving the referrals.
   4. Referrals may also be generated from acute or other psychiatric settings.
   5. Payment will not be made, nor will clients be placed within the supplemental services program, without prior written authorization from the BHSD 24-Hour Care staff.
   6. If necessary, the CONTRACTOR may visit the clients in acute or other institutionalized settings prior to accepting clients to facilities.
   7. Referrals may not be generated directly from the CONTRACTOR.

C. Description of Basic Supplemental Services:
   1. During the client's first week, the Outpatient Case Manager will meet with the client and the CONTRACTOR to confirm, and if necessary, modify the supplemental services plan. The plan will delineate client participation and expectations. The Outpatient Case Manager will notify the BHSD 24-Hour Care staff of any changes to the plan.
   2. The CONTRACTOR shall provide supervision in a community setting twenty-four (24) hours, seven (7) days a week as set forth by Federal and State regulations and in accordance with Community Care Licensing (CCL) requirements.
   3. The CONTRACTOR shall provide clients with an orientation to the facility’s program. Orientation shall include, but are not be limited to:
      a. Introduction to the facility, staff, and other residents;
      b. House rules;

c. Information on resident's rights and responsibilities;
d. Description of scheduled activities and programs;
e. Public transportation schedules.

4. The CONTRACTOR shall provide verbal prompts or physical assistance with personal care, such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.

5. The CONTRACTOR shall make every effort to provide clients transportation to designated psychiatric or medical appointments, or other activities that are necessary for the well-being of clients. The CONTRACTOR or designated employees shall possess a California driver’s license prior to transporting clients.

6. The CONTRACTOR shall obtain necessary psychiatric and medical information to monitor client’s psychiatric and medical conditions, including but not limited to, diabetes and hypertension.

7. The CONTRACTOR shall legibly document client’s progress and contact the Outpatient Case Manager immediately if a client is having difficulty or is failing to carry out the goals of the supplemental services plan. The client’s progress, frequency, and intensity of inappropriate behaviors shall be documented on an ongoing basis in the supplemental log.

8. The CONTRACTOR shall provide services in coordination with mental health providers and conservator (if applicable).


10. The CONTRACTOR shall attend to clients in crisis situations and notify mental health providers immediately.

11. The CONTRACTOR shall monitor clients smoking behaviors.

12. The CONTRACTOR shall monitor and link clients to various community services/groups (e.g., Alcoholics Anonymous and Narcotics Anonymous) to provide active management of addictions issues.

13. The CONTRACTOR shall provide support and assistance for clients with difficult sleeping patterns.

14. The CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County of Santa Clara Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

D. Utilization Review:

1. Clients are expected to progress from supplemental services to non-supplemental status. The BHSD will assess clients within six-month intervals, re-authorize services as needed, and communicate the outcome to the CONTRACTOR and Outpatient Case Manager. The BHSD 24-Hour Care staff will notify the CONTRACTOR via writing thirty (30) days in advance of the proposed discontinuation of the supplemental services. The CONTRACTOR will comply with all applicable BHSD utilization review policies and procedures. Within twenty-four (24) hours of admission, bed hold status, or discharge, the CONTRACTOR will submit the admit/discharge notification form to BHSD 24-Hour Care staff.
1. The BHSD, in collaboration with the Outpatient Case Manager and the CONTRACTOR, shall develop an appropriate aftercare plan for clients who are transitioning from supplemental services. The BHSD must be informed via fax or email within twenty-four (24) hours of the client’s discharge.

2. CONTRACTOR may not use the bed hold policy as a way to discharge clients. All discharges should be coordinated by the CONTRACTOR, the client’s Outpatient Case Manager, and conservator (if applicable).

F. Administrative Participation:
   1. The CONTRACTOR or designee will attend meetings, training sessions, and seminars as required by the Director of the BHSD. This includes Adult and Older Adult System of Care meetings.

IV. STAFFING REQUIREMENTS:

A. Minimum Staffing Requirements:
   1. The CONTRACTOR shall ensure that staff possess the education and training necessary to work with the mentally ill population.
   2. The CONTRACTOR shall document the education and training of staff that provide direct client care; this documentation shall be provided to the BHSD annually.
   3. The CONTRACTOR shall provide staffing above the Title 22 staffing requirements as agreed to by the BHSD.

B. Additional Staffing Expectations:
   1. The CONTRACTOR shall provide the appropriate health care professionals necessary to address the medical conditions related to the care of this population.
   2. The CONTRACTOR shall have direct care staff that are trained and skilled in understating the unique service needs of this population present on the premises at all times.

C. Cultural Knowledge and Skills.
   1. The CONTRACTOR shall provide culturally competent services in accordance with COUNTY’s Policy and Procedures.
   2. The CONTRACTOR shall recruit culturally and linguistically appropriate staff to meet the needs of the target population.

V. OUTCOMES/MEASUREMENT/DATA:

A. The CONTRACTOR shall create a monthly supplemental log to record and monitor the client’s progress.

B. The CONTRACTOR shall submit bed hold or discharges notices to BHSD 24-Hour Care staff for review within twenty-four (24) hours of absence without leave, death incidents, and other notices regarding the client’s absence from the facility.

C. The CONTRACTOR shall work with the BHSD to review the client’s progress within six (6) months or less after the initial admission into the facility.
D. The BHSD shall use UniCare reports to track length of stay for each client.
E. The BHSD shall work with the CONTRACTOR monthly to monitor timeliness with billing, invoices, and admit/discharges notifications.

VI. PAYMENT:

A. The BHSD shall not be responsible for payment of supplemental services without an approved supplemental service authorization application.
B. The BHSD will not be responsible for retroactive payment if billing invoices are not received within thirty (30) days of admission.
EXHIBIT A2

SPECIFIC PROGRAM PROVISIONS

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Ali Baba Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Unit</td>
<td>U-98</td>
</tr>
<tr>
<td>Program Type</td>
<td>Standard Residential Care Facility – Supplemental Services for Unsponsored Clients</td>
</tr>
<tr>
<td>Program Location</td>
<td>260 S. 11th Street</td>
</tr>
<tr>
<td></td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td></td>
<td>171 S. 11th Street</td>
</tr>
<tr>
<td></td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td>Program Contact</td>
<td>Mustafa Sabankaya</td>
</tr>
<tr>
<td>Program Contact Information</td>
<td>Telephone: (408) 289-1644   Fax: (408) 289-1647</td>
</tr>
</tbody>
</table>

I. PROGRAM INTENT AND GOALS:

A. The supplemental services program provides enhanced individualized client services in addition to existing standard Residential Care Facility (RCF) services. This program transitions clients from a locked or inpatient hospital setting to a less restrictive, more independent living situation. Supplemental services are intended to assist clients who may have secondary medical, developmental, and/or substance abuse issues and who may also be vulnerable or at risk of victimization in a community setting.

B. The CONTRACTOR shall provide supplemental services to Severely Mentally Ill (SMI) clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in a community setting.

C. The goal of the supplemental services program is to assist clients who have difficult behaviors which interfere with standard RCF placement, and to reduce re-hospitalization into psychiatric and medical emergency systems.

D. The target population includes adults (18-59 years of age) who require additional services for chronic/acute medical conditions. Clients may have supplemental security income that pays for basic board-and-care costs. The Behavioral Health Services Department (BHSD) will be responsible for the costs for room and board according to the current SSI rate.

II. DIAGNOSTIC SPECTRUM / INCLUSIONARY CRITERIA:

A. The diagnostic spectrum includes psychotic disorders such as schizophrenia, bipolar disorder, major depression, post-traumatic stress disorder, and may include a secondary diagnosis of developmental disability or drug and alcohol related conditions.
III. PROGRAM OPERATIONAL EXPECTATIONS:

A. The CONTRACTOR shall help clients manage behavioral issues and promote independence by:
   1. Including clients in the development of their supplemental services plan, identification of goals, and discharge plan.
   2. Providing one-to-one behavior management through the utilization of prompts, education, redirection, and by modeling appropriate behaviors.
   3. Encouraging the development of self-help skills, activities of daily living, community mobility, and appropriate social behaviors that will promote self-sufficiency.
   4. Assisting clients develop money management skills.
   5. Teaching clients how to access the mental health system of care.

B. Intake/Referrals:
   1. The Outpatient Case Manager must submit referrals to the BHSD 24-Hour Care staff. The BHSD 24-Hour Care staff will authorize referrals when indicated for six (6) months or less. All clients authorized for the supplemental services will be informed by their Outpatient Case Manager that this service is time-limited and is based on service needs as determined by the BHSD 24-Hour Care staff.
   2. The CONTRACTOR shall accept referrals in accordance with the BHSD procedures and directives.
   3. The CONTRACTOR must inform the referring providers of the acceptance decision or receipt of referrals within twenty-four (24) to forty-eight (48) hours of receiving the referrals.
   4. Referrals may also be generated from acute or other psychiatric settings.
   5. Payment will not be made, nor will clients be placed within the supplemental services program, without prior written authorization from the BHSD 24-Hour Care staff.
   6. If necessary, the CONTRACTOR may visit the clients in acute or other institutionalized settings prior to accepting clients to facilities.
   7. Referrals may not be generated directly from the CONTRACTOR.

C. Description of Basic Supplemental Services:
   1. During the client’s first week, the Outpatient Case Manager will meet with the client and the CONTRACTOR to confirm, and if necessary, modify the supplemental services plan. The plan will delineate client participation and expectations. The Outpatient Case Manager will notify the BHSD 24-Hour Care staff of any changes to the plan.
   2. The CONTRACTOR shall provide supervision in a community setting twenty-four (24) hours, seven (7) days a week as set forth by Federal and State regulations and in accordance with Community Care Licensing (CCL) requirements.
   3. The CONTRACTOR shall provide clients with an orientation to the facility’s program. Orientation shall include, but are not be limited to:
      a. Introduction to the facility, staff, and other residents;
b. House rules;
c. Information on resident’s rights and responsibilities;
d. Description of scheduled activities and programs;
e. Public transportation schedules.

4. The CONTRACTOR shall provide verbal prompts or physical assistance with personal care, such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.

5. The CONTRACTOR shall make every effort to provide clients transportation to designated psychiatric or medical appointments, or other activities that are necessary for the well-being of clients. The CONTRACTOR or designated employees shall possess a California driver’s license prior to transporting clients.

6. The CONTRACTOR shall obtain necessary psychiatric and medical information to monitor client’s psychiatric and medical conditions, including but not limited to, diabetes and hypertension.

7. The CONTRACTOR shall legibly document client’s progress and contact the Outpatient Case Manager immediately if a client is having difficulty or is failing to carry out the goals of the supplemental services plan. The client’s progress, frequency, and intensity of inappropriate behaviors shall be documented on an ongoing basis in the supplemental log.

8. The CONTRACTOR shall provide services in coordination with mental health providers and conservator (if applicable).


10. The CONTRACTOR shall attend to clients in crisis situations and notify mental health providers immediately.

11. The CONTRACTOR shall monitor clients smoking behaviors.

12. The CONTRACTOR shall monitor and link clients to various community services/groups (e.g., Alcoholics Anonymous and Narcotics Anonymous) to provide active management of addictions issues.

13. The CONTRACTOR shall provide support and assistance for clients with difficult sleeping patterns.

14. The CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County of Santa Clara Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

D. Utilization Review:

1. Clients are expected to progress from supplemental services to non-supplemental status. The BHSD will assess clients within six-month intervals, re-authorize services as needed, and communicate the outcome to the CONTRACTOR and Outpatient Case Manager. The BHSD 24-Hour Care staff will notify the CONTRACTOR via writing thirty (30) days in advance of the proposed discontinuation of the supplemental services. The CONTRACTOR will comply with all applicable BHSD utilization review policies and procedures. Within twenty-four (24) hours of admission, bed hold status, or discharge, the CONTRACTOR will submit the admit/discharge notification form to BHSD 24-Hour Care staff.
E. Discharges:
   1. The BHSD, in collaboration with the Outpatient Case Manager and the CONTRACTOR, shall develop an appropriate aftercare plan for clients who are transitioning from supplemental services. The BHSD must be informed via fax or email within twenty-four (24) hours of the client’s discharge.
   2. The CONTRACTOR may not use the bed hold policy as a way to discharge clients. All discharges should be coordinated by the CONTRACTOR, client’s Outpatient Case Manager, and conservator (if applicable).

F. Administrative Participation:
   1. The CONTRACTOR or designee will attend meetings, training sessions, and seminars as required by the Director of the BHSD. This includes Adult and Older Adult System of Care meetings.

IV. STAFFING REQUIREMENTS:

A. Minimum Staffing Requirements:
   1. The CONTRACTOR shall ensure that staff possess the education and training necessary to work with the mentally ill population.
   2. The CONTRACTOR shall document the education and training of staff that provide direct client care; this documentation shall be provided to the BHSD annually.
   3. The CONTRACTOR shall provide staffing above the Title 22 staffing requirements as agreed to by the BHSD.

B. Additional Staffing Expectations:
   1. The CONTRACTOR shall provide the appropriate health care professionals necessary to address the medical conditions related to the care of this population.
   2. The CONTRACTOR shall have direct care staff that are trained and skilled in understating the unique service needs of this population present on the premises at all times.

C. Cultural Knowledge and Skills.
   1. The CONTRACTOR shall provide culturally competent services in accordance with COUNTY’s Policy and Procedures.
   2. The CONTRACTOR shall recruit culturally and linguistically appropriate staff to meet the needs of the target population.

V. OUTCOMES/MEASUREMENT/DATA:

A. The CONTRACTOR shall create a monthly supplemental log to record and monitor the client’s progress.
B. The CONTRACTOR shall submit bed hold or discharges notices to BHSD 24-Hour Care staff for review within twenty-four (24) hours of absence without leave, death incidents, and other notices regarding the client’s absence from the facility.
C. The CONTRACTOR shall work with the BHSD to review the client’s progress within six (6) months or less after the initial admission into the facility.
D. The BHSD shall use UniCare reports to track length of stay for each client.
E. The BHSD shall work with the CONTRACTOR monthly to monitor timeliness with billing, invoices, and admit/discharges notifications.

VI. PAYMENT:

A. The BHSD shall not be responsible for payment of supplemental services without an approved supplemental service authorization application.
B. The BHSD will not be responsible for retroactive payment if billing invoices are not received within thirty (30) days of admission.
EXHIBIT A3

SPECIFIC PROGRAM PROVISIONS

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Ali Baba Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Unit</td>
<td>U-98</td>
</tr>
<tr>
<td>Program Type</td>
<td>Standard Residential Care Facility – Supplemental Services for Developmentally Delayed Clients</td>
</tr>
<tr>
<td>Program Location</td>
<td>260 S. 11th Street</td>
</tr>
<tr>
<td></td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td></td>
<td>171 S. 11th Street</td>
</tr>
<tr>
<td></td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td>Program Contact</td>
<td>Mustafa Sabankaya</td>
</tr>
<tr>
<td>Program Contact Information</td>
<td>Telephone: (408) 289-1644     Fax: (408) 289-1647</td>
</tr>
</tbody>
</table>

I. PROGRAM INTENT AND GOALS:

A. The supplemental services program provides enhanced individualized client services in addition to existing standard Residential Care Facility (RCF) services. This program transitions clients from a locked or inpatient hospital setting to a less restrictive, more independent living situation. Supplemental services are intended to assist clients who may have secondary medical, developmental, and/or substance abuse issues and who may also be vulnerable or at risk of victimization in a community setting.

B. CONTRACTOR shall provide supplemental services to Severely Mentally Ill (SMI) clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in a community setting.

C. The goal of the supplemental services program is to assist clients who have difficult behaviors which interfere with standard RCF placement, and to reduce re-hospitalization into psychiatric and medical emergency systems.

D. The target population includes adults (18-59 years of age) who require additional services for chronic/acute medical conditions. Clients may have supplemental security income that pays for basic board-and-care costs. This level of service is intended for clients who are diagnosed with SMI and are developmentally delayed or low functioning.

II. DIAGNOSTIC SPECTRUM / INCLUSIONARY CRITERIA:

A. The diagnostic spectrum includes psychotic disorders such as schizophrenia, bipolar disorder, major depression, post-traumatic stress disorder, and may include a secondary diagnosis of developmental disability or drug and alcohol related conditions.

III. PROGRAM OPERATIONAL EXPECTATIONS:
A. The CONTRACTOR shall help clients manage behavioral issues and promote independence by:
   1. Including clients in the development of their supplemental services plan, identification of goals, and discharge plan.
   2. Providing one-to-one behavior management through the utilization of prompts, education, redirection, and by modeling appropriate behaviors.
   3. Encouraging the development of self-help skills, activities of daily living, community mobility, and appropriate social behaviors that will promote self-sufficiency.
   4. Assisting clients develop money management skills.
   5. Teaching clients how to access the mental health system of care.

B. Intake/Referrals:
   1. The Outpatient Case Manager must submit referrals to the Behavioral Health Services Department (BHSD) 24-Hour Care staff. The BHSD 24-Hour Care staff will authorize referrals when indicated for six (6) months or less. All clients authorized for the supplemental services will be informed by their Outpatient Case Manager that this service is time-limited and is based on service needs as determined by the BHSD 24-Hour Care staff.
   2. The CONTRACTOR shall accept referrals in accordance with the BHSD procedures and directives.
   3. The CONTRACTOR must inform the referring providers of the acceptance decision or receipt of referrals within twenty-four (24) to forty-eight (48) hours of receiving the referrals.
   4. Referrals may also be generated from acute or other psychiatric settings.
   5. Payment will not be made, nor will clients be placed within the supplemental services program, without prior written authorization from the BHSD 24-Hour Care staff.
   6. If necessary, the CONTRACTOR may visit the clients in acute or other institutionalized settings prior to accepting clients to facilities.
   7. Referrals may not be generated directly from the CONTRACTOR.

C. Description of Basic Supplemental Services:
   1. During the client's first week, the Outpatient Case Manager will meet with the client and the CONTRACTOR to confirm, and if necessary, modify the supplemental services plan. The plan will delineate client participation and expectations. The Outpatient Case Manager will notify the BHSD 24-Hour Care staff of any changes to the plan.
   2. The CONTRACTOR shall provide supervision in a community setting twenty-four (24) hours, seven (7) days a week as set forth by Federal and State regulations and in accordance with Community Care Licensing (CCL) requirements.
   3. The CONTRACTOR shall provide clients with an orientation to the facility’s program. Orientation shall include, but are not be limited to:
      a. Introduction to the facility, staff, and other residents;
b. House rules;
c. Information on resident's rights and responsibilities;
d. Description of scheduled activities and programs;
e. Public transportation schedules.

4. The CONTRACTOR shall provide verbal prompts or physical assistance with personal care, such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.

5. The CONTRACTOR shall make every effort to provide clients transportation to designated psychiatric or medical appointments, or other activities that are necessary for the well-being of clients. The CONTRACTOR or designated employees shall possess a California driver’s license prior to transporting clients.

6. The CONTRACTOR shall obtain necessary psychiatric and medical information to monitor client’s psychiatric and medical conditions, including but not limited to, diabetes and hypertension.

7. The CONTRACTOR shall legibly document client’s progress and contact the Outpatient Case Manager immediately if a client is having difficulty or is failing to carry out the goals of the supplemental services plan. The client’s progress, frequency, and intensity of inappropriate behaviors shall be documented on an ongoing basis in the supplemental log.

8. The CONTRACTOR shall provide services in coordination with mental health providers and conservator (if applicable).


10. The CONTRACTOR shall attend to clients in crisis situations and notify mental health providers immediately.

11. The CONTRACTOR shall monitor clients smoking behaviors.

12. The CONTRACTOR shall monitor and link clients to various community services/groups (e.g., Alcoholics Anonymous and Narcotics Anonymous) to provide active management of addictions issues.

13. The CONTRACTOR shall provide support and assistance for clients with difficult sleeping patterns.

14. The CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County of Santa Clara Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

D. Description of Enhanced Supplemental Services:

1. The CONTRACTOR shall include provisions for in-home social/family activities and services to educate/involve the family on the client’s mental illness.

2. The CONTRACTOR shall ensure the premises is secure to allow the client maximum freedom of movement while also preventing wandering.

3. The CONTRACTOR shall have alarms on all gates and outside entrance doors.

4. The CONTRACTOR shall provide constant supervision to clients on regularly scheduled outings.

E. Utilization Review:

1. Clients are expected to progress from supplemental services to non-supplemental status. The BHSD will assess clients within six-month intervals, re-authorize
services as needed, and communicate the outcome to the CONTRACTOR and Outpatient Case Manager. The BHSD 24-Hour Care staff will notify the CONTRACTOR via writing thirty (30) days in advance of the proposed discontinuation of the supplemental services. The CONTRACTOR will comply with all applicable BHSD utilization review policies and procedures. Within twenty-four (24) hours of admission, bed hold status, or discharge, the CONTRACTOR will submit the admit/discharge notification form to BHSD 24-Hour Care staff.

F. Discharges:
1. The BHSD, in collaboration with the Outpatient Case Manager and the CONTRACTOR, shall develop an appropriate aftercare plan for clients who are transitioning from supplemental services. The BHSD must be informed via fax or email within twenty-four (24) hours of the client’s discharge.
2. The CONTRACTOR may not use the bed hold policy as a way to discharge clients. All discharges should be coordinated by the CONTRACTOR, client’s Outpatient Case Manager, and conservator (if applicable).

G. Administrative Participation:
1. The CONTRACTOR or designee will attend meetings, training sessions, and seminars as required by the Director of the BHSD. This includes Adult and Older Adult System of Care meetings.

IV. STAFFING REQUIREMENTS:

A. Minimum Staffing Requirements:
1. The CONTRACTOR shall ensure that staff possess the education and training necessary to work with the mentally ill population.
2. The CONTRACTOR shall document the education and training of staff that provide direct client care; this documentation shall be provided to the BHSD annually.
3. The CONTRACTOR shall provide staffing above the Title 22 staffing requirements as agreed to by the BHSD.

B. Additional Staffing Expectations:
1. The CONTRACTOR shall provide the appropriate health care professionals necessary to address the medical conditions related to the care of this population.
2. The CONTRACTOR shall have direct care staff that are trained and skilled in understanding the unique service needs of this population present on the premises at all times.

C. Cultural Knowledge and Skills.
1. The CONTRACTOR will provide culturally competent services in accordance with COUNTY’s Policy and Procedures.
2. The CONTRACTOR shall recruit culturally and linguistically appropriate staff to meet the needs of the target population.
V. OUTCOMES/MEASUREMENT/DATA:

A. The CONTRACTOR shall create a monthly supplemental log to record and monitor the client’s progress.
B. The CONTRACTOR shall submit bed hold or discharges notices to BHSD 24-Hour Care staff for review within twenty-four (24) hours of absence without leave, death incidents, and other notices regarding the client’s absence from the facility.
C. The CONTRACTOR shall work with the BHSD to review the client’s progress within six (6) months or less after the initial admission into the facility.
D. The BHSD shall use UniCare reports to track length of stay for each client.
E. The BHSD shall work with the CONTRACTOR monthly to monitor timeliness with billing, invoices, and admit/discharges notifications.

VI. PAYMENT:

A. The BHSD shall not be responsible for payment of supplemental services without an approved supplemental service authorization application.
B. The BHSD will not be responsible for retroactive payment if billing invoices are not received within thirty (30) days of admission.
EXHIBIT A4

SPECIFIC PROGRAM PROVISIONS

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Ali Baba Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Unit</td>
<td>U-98</td>
</tr>
<tr>
<td>Program Type</td>
<td>Standard Residential Care Facility – Supplemental Services for Medically Frail or Insulin Dependent Clients</td>
</tr>
<tr>
<td>Program Location</td>
<td>260 S. 11th Street San Jose, CA 95112</td>
</tr>
<tr>
<td></td>
<td>171 S. 11th Street San Jose, CA 95112</td>
</tr>
<tr>
<td>Program Contact</td>
<td>Mustafa Sabankaya</td>
</tr>
<tr>
<td>Program Contact Information</td>
<td>Telephone: (408) 289-1644 Fax: (408) 289-1647</td>
</tr>
</tbody>
</table>

I. PROGRAM INTENT AND GOALS:

A. The supplemental services program provides enhanced individualized client services in addition to existing standard Residential Care Facility (RCF) services. This program transitions clients from a locked or inpatient hospital setting to a less restrictive, more independent living situation. Supplemental services are intended to assist clients who may have secondary medical, developmental, and/or substance abuse issues and who may also be vulnerable or at risk of victimization in a community setting.

B. The CONTRACTOR shall provide supplemental services to Severely Mentally Ill (SMI) clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in a community setting.

C. The goal of the supplemental services program is to assist clients who have difficult behaviors which interfere with standard RCF placement, and to reduce re-hospitalization into psychiatric and medical emergency systems.

D. The target population includes adults (18-59 years of age) who require additional services for chronic/acute medical conditions. Clients may have supplemental security income that pays for basic board-and-care costs. This level of supplemental services is designed to serve clients that may be medically frail, insulin dependent, or may use medical devices, including but not limited to: wheel chairs, catheters, sleep apnea machines, oxygen bags, or colostomy bags. Additional medical conditions may include Chronic Obstructive Pulmonary Disease (COPD), obesity, diabetes, dementia, or renal disease.

II. DIAGNOSTIC SPECTRUM / INCLUSIONARY CRITERIA:
A. The diagnostic spectrum includes psychotic disorders such as schizophrenia, bipolar disorder, major depression, post-traumatic stress disorder, and may include a secondary diagnosis of developmental disability or drug and alcohol related conditions.

III. PROGRAM OPERATIONAL EXPECTATIONS:

A. The CONTRACTOR shall help clients manage behavioral issues and promote independence by:
   1. Including clients in the development of their supplemental services plan, identification of goals, and discharge plan.
   2. Providing one-to-one behavior management through the utilization of prompts, education, redirection, and by modeling appropriate behaviors.
   3. Encouraging the development of self-help skills, activities of daily living, community mobility, and appropriate social behaviors that will promote self-sufficiency.
   4. Assisting clients develop money management skills.
   5. Teaching clients how to access the mental health system of care.

B. Intake/Referrals:
   1. The Outpatient Case Manager must submit referrals to the Behavioral Health Services Department (BHSD) 24-Hour Care staff. The BHSD 24-Hour Care staff will authorize referrals when indicated for six (6) months or less. All clients authorized for the supplemental services will be informed by their Outpatient Case Manager that this service is time-limited and is based on service needs as determined by the BHSD 24-Hour Care staff.
   2. The CONTRACTOR shall accept referrals in accordance with the BHSD procedures and directives.
   3. The CONTRACTOR must inform the referring providers of the acceptance decision or receipt of referrals within twenty-four (24) to forty-eight (48) hours of receiving the referrals.
   4. Referrals may also be generated from acute or other psychiatric settings.
   5. Payment will not be made, nor will clients be placed within the supplemental services program, without prior written authorization from the BHSD 24-Hour Care staff.
   6. If necessary, the CONTRACTOR may visit the clients in acute or other institutionalized settings prior to accepting clients to facilities.
   7. Referrals may not be generated directly from the CONTRACTOR.

C. Description of Basic Supplemental Services:
   1. During the client's first week, the Outpatient Case Manager will meet with the client and the CONTRACTOR to confirm, and if necessary, modify the supplemental services plan. The plan will delineate client participation and expectations. The Outpatient Case Manager will notify the BHSD 24-Hour Care staff of any changes to the plan.
2. The CONTRACTOR shall provide supervision in a community setting twenty-four (24) hours, seven (7) days a week as set forth by Federal and State regulations and in accordance with Community Care Licensing (CCL) requirements.

3. The CONTRACTOR shall provide clients with an orientation to the facility’s program. Orientation shall include, but are not be limited to:
   a. Introduction to the facility, staff, and other residents;
   b. House rules;
   c. Information on resident's rights and responsibilities;
   d. Description of scheduled activities and programs;
   e. Public transportation schedules.

4. The CONTRACTOR shall provide verbal prompts or physical assistance with personal care, such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.

5. The CONTRACTOR shall make every effort to provide clients transportation to designated psychiatric or medical appointments, or other activities that are necessary for the well-being of clients. The CONTRACTOR or designated employees shall possess a California driver’s license prior to transporting clients.

6. The CONTRACTOR shall obtain necessary psychiatric and medical information to monitor client’s psychiatric and medical conditions, including but not limited to, diabetes and hypertension.

7. The CONTRACTOR shall legibly document client’s progress and contact the Outpatient Case Manager immediately if a client is having difficulty or is failing to carry out the goals of the supplemental services plan. The client’s progress, frequency, and intensity of inappropriate behaviors shall be documented on an ongoing basis in the supplemental log.

8. The CONTRACTOR shall provide services in coordination with mental health providers and conservator (if applicable).


10. The CONTRACTOR shall attend to clients in crisis situations and notify mental health providers immediately.

11. The CONTRACTOR shall monitor clients smoking behaviors.

12. The CONTRACTOR shall monitor and link clients to various community services/groups (e.g., Alcoholics Anonymous and Narcotics Anonymous) to provide active management of addictions issues.

13. The CONTRACTOR shall provide support and assistance for clients with difficult sleeping patterns.

14. The CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County of Santa Clara Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

D. Description of Enhanced Supplemental Services:

1. The CONTRACTOR shall provide clients daily assistance with hygiene and grooming, transportation to dialysis appointments as needed, and one-on-one assistance and supervision with medical equipment as appropriate.

2. The CONTRACTOR shall provide adequate staffing necessary to meet the needs of this population.
3. The CONTRACTOR shall teach clients how to check and monitor their blood sugar levels, and administer insulin to treat their diabetic condition.
4. The CONTRACTOR shall provide Wander Guards for clients who have a history of AWOL, wandering, or are currently at risk for wandering offsite without supervision.

E. Utilization Review:
1. Clients are expected to progress from supplemental services to non-supplemental status. The BHSD will assess clients within six-month intervals, re-authorize services as needed, and communicate the outcome to the CONTRACTOR and Outpatient Case Manager. The BHSD 24-Hour Care staff will notify the CONTRACTOR via writing thirty (30) days in advance of the proposed discontinuation of the supplemental services. CONTRACTOR will comply with all applicable BHSD utilization review policies and procedures. Within twenty-four (24) hours of admission, bed hold status, or discharge, the CONTRACTOR will submit the admit/discharge notification form to BHSD 24-Hour Care staff.

F. Discharges:
1. The BHSD, in collaboration with the Outpatient Case Manager and the CONTRACTOR, shall develop an appropriate aftercare plan for clients who are transitioning from supplemental services. The BHSD must be informed via fax or email within twenty-four (24) hours of the client’s discharge.
2. The CONTRACTOR may not use the bed hold policy as a way to discharge clients. All discharges should be coordinated by the CONTRACTOR, client’s Outpatient Case Manager, and conservator (if applicable).

G. Administrative Participation:
1. The CONTRACTOR or designee will attend meetings, training sessions, and seminars as required by the Director of the BHSD. This includes Adult and Older Adult System of Care meetings.

IV. STAFFING REQUIREMENTS:

A. Minimum Staffing Requirements:
1. The CONTRACTOR shall ensure that staff possess the education and training necessary to work with the mentally ill population.
2. The CONTRACTOR shall document the education and training of staff that provide direct client care; this documentation shall be provided to the BHSD annually.
3. The CONTRACTOR shall provide staffing above the Title 22 staffing requirements as agreed to by the BHSD.
4. The CONTRACTOR shall provide specific maximum level supervision at all times to maintain the client in a community setting twenty-four (24) hours a day, seven (7) days a week, above what is required by CCL.

B. Additional Staffing Expectations:
1. The CONTRACTOR shall provide the appropriate health care professionals necessary to address the medical conditions related to the care of this population.
2. The CONTRACTOR shall have direct care staff that are trained and skilled in understating the unique service needs of this population present on the premises at all times.

C. Cultural Knowledge and Skills.
1. The CONTRACTOR will provide culturally competent services in accordance with COUNTY’s Policy and Procedures.
2. The CONTRACTOR shall recruit culturally and linguistically appropriate staff to meet the needs of the target population.

V. OUTCOMES/MEASUREMENT/DATA:

A. The CONTRACTOR shall create a monthly supplemental log to record and monitor the client’s progress.
B. The CONTRACTOR shall submit bed hold or discharges notices to BHSD 24-Hour Care staff for review within twenty-four (24) hours of absence without leave, death incidents, and other notices regarding the client’s absence from the facility.
C. The CONTRACTOR shall work with the BHSD to review the client’s progress within six (6) months or less after the initial admission into the facility.
D. The BHSD shall use UniCare reports to track length of stay for each client.
E. The BHSD shall work with the CONTRACTOR monthly to monitor timeliness with billing, invoices, and admit/discharges notifications.

VI. PAYMENT:

A. The BHSD shall not be responsible for payment of supplemental services without an approved supplemental service authorization application.
B. The BHSD will not be responsible for retroactive payment if billing invoices are not received within thirty (30) days of admission.
EXHIBIT A5

SPECIFIC PROGRAM PROVISIONS

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Ali Baba Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Unit</td>
<td>U-98</td>
</tr>
<tr>
<td>Program Type</td>
<td>Standard Residential Care Facility - Supplemental Services for Seriously Mentally Ill (SMI) Clients with Traumatic Brain Injury (TBI)</td>
</tr>
<tr>
<td>Program Location</td>
<td>260 S. 11th Street San Jose, CA 95112</td>
</tr>
<tr>
<td></td>
<td>171 S. 11th Street San Jose, CA 95112</td>
</tr>
<tr>
<td>Program Contact</td>
<td>Mustafa Sabankaya</td>
</tr>
<tr>
<td>Program Contact Information</td>
<td>Telephone: (408) 289-1644 Fax: (408) 289-1647</td>
</tr>
</tbody>
</table>

I. PROGRAM INTENT AND GOALS:

A. The supplemental services program provides enhanced individualized client services in addition to existing standard Residential Care Facility (RCF) services. This program transitions clients from a locked or inpatient hospital setting to a less restrictive, more independent living situation. Supplemental services are intended to assist clients who may have secondary medical, developmental, and/or substance abuse issues and who may also be vulnerable or at risk of victimization in a community setting.

B. The CONTRACTOR shall provide supplemental services to Severely Mentally Ill (SMI) clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in a community setting.

C. The goal of the supplemental services program is to assist clients who have difficult behaviors which interfere with standard RCF placement, and to reduce re-hospitalization into psychiatric and medical emergency systems.

D. The target population includes adults (18-59 years of age) and older adults (60 years of age or older) who require additional services for chronic/acute medical conditions. Clients may have supplemental security income that pays for basic board-and-care costs. This level of service is intended for clients who are dually diagnosed with a severe mental illness in combination with either a traumatic brain injury (TBI), anoxia (absence of oxygen in the brain), stroke, or various seizure disorders. These clients will likely have symptoms including cognitive and judgment impairments, and a disability that causes significant interference with treatment, but not present an immediate threat to safety, nor prevent independent functioning.

II. DIAGNOSTIC SPECTRUM / INCLUSIONARY CRITERIA:

Page 1 of 5
A. The diagnostic spectrum includes psychotic disorders such as schizophrenia bipolar disorder, major depression, post-traumatic stress disorder, and may include a secondary diagnosis of developmental disability or drug and alcohol related conditions.

III. PROGRAM OPERATIONAL EXPECTATIONS:

A. The CONTRACTOR shall help clients manage behavioral issues and promote independence by:
   1. Including clients in the development of their supplemental services plan, identification of goals, and discharge plan.
   2. Providing one-to-one behavior management through the utilization of prompts, education, redirection, and by modeling appropriate behaviors.
   3. Encouraging the development of self-help skills, activities of daily living, community mobility, and appropriate social behaviors that will promote self-sufficiency.
   4. Assisting clients develop money management skills.
   5. Teaching clients how to access the mental health system of care.

B. Intake/Referrals:
   1. The Outpatient Case Manager must submit referrals to the Behavioral Health Services Department (BHSD) 24-Hour Care staff. The BHSD 24-Hour Care staff will authorize referrals when indicated for six (6) months or less. All clients authorized for the supplemental services will be informed by their Outpatient Case Manager that this service is time-limited and is based on service needs as determined by the BHSD 24-Hour Care staff.
   2. The CONTRACTOR shall accept referrals in accordance with the BHSD procedures and directives.
   3. The CONTRACTOR must inform the referring providers of the acceptance decision or receipt of referrals within twenty-four (24) to forty-eight (48) hours of receiving the referrals.
   4. Referrals may also be generated from acute or other psychiatric settings.
   5. Payment will not be made, nor will clients be placed within the supplemental services program, without prior written authorization from the BHSD 24-Hour Care staff.
   6. If necessary, CONTRACTOR may visit the clients in acute or other institutionalized settings prior to accepting clients to facilities.
   7. Referrals may not be generated directly from the CONTRACTOR.

C. Description of Basic Supplemental Services:
   1. During the client's first week, the Outpatient Case Manager will meet with the client and the CONTRACTOR to confirm, and if necessary, modify the supplemental services plan. The plan will delineate client participation and expectations. The Outpatient Case Manager will notify the BHSD 24-Hour Care staff of any changes to the plan.
2. The CONTRACTOR shall provide supervision in a community setting twenty-four (24) hours, seven (7) days a week as set forth by Federal and State regulations and in accordance with Community Care Licensing (CCL) requirements.

3. The CONTRACTOR shall provide clients with an orientation to the facility’s program. Orientation shall include, but are not be limited to:
   a. Introduction to the facility, staff, and other residents;
   b. House rules;
   c. Information on resident's rights and responsibilities;
   d. Description of scheduled activities and programs;
   e. Public transportation schedules.

4. The CONTRACTOR shall provide verbal prompts or physical assistance with personal care, such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.

5. The CONTRACTOR shall make every effort to provide clients transportation to designated psychiatric or medical appointments, or other activities that are necessary for the well-being of clients. The CONTRACTOR or designated employees shall possess a California driver’s license prior to transporting clients.

6. The CONTRACTOR shall obtain necessary psychiatric and medical information to monitor client’s psychiatric and medical conditions, including but not limited to, diabetes and hypertension.

7. The CONTRACTOR shall legibly document client’s progress and contact the Outpatient Case Manager immediately if a client is having difficulty or is failing to carry out the goals of the supplemental services plan. The client’s progress, frequency, and intensity of inappropriate behaviors shall be documented on an ongoing basis in the supplemental log.

8. The CONTRACTOR shall provide services in coordination with mental health providers and conservator (if applicable).


10. The CONTRACTOR shall attend to clients in crisis situations and notify mental health providers immediately.

11. The CONTRACTOR shall monitor clients smoking behaviors.

12. The CONTRACTOR shall monitor and link clients to various community services/groups (e.g., Alcoholics Anonymous and Narcotics Anonymous) to provide active management of addictions issues.

13. The CONTRACTOR shall provide support and assistance for clients with difficult sleeping patterns.

14. The CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County of Santa Clara Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

D. Description of Enhanced Supplemental Services:
   1. Referrals must meet medical necessity of a dual diagnosis of SMI in combination with either TBI, anoxia, stroke or seizure disorders. The above medical conditions must be attested by a primary care physician or a treating psychiatrist.
   2. The CONTRACTOR shall provide a home-like atmosphere with safety features such as fire alarms, emergency lighting alarms, wander guards, and door alarms to
assist in maintaining the client in the community and avoid the risk of victimization and re-hospitalization into acute psychiatric settings.

3. The CONTRACTOR shall provide a combination of medical and therapeutic interventions, such as occupational therapy, activities of daily living, cognition and memory, exercise and strengthening, and/or other wellness activities either on site or through the use of community resources.

4. The CONTRACTOR shall ensure that the client receives an annual medical evaluation, dental check-up, and other pertinent medical services for the client’s well-being. The CONTRACTOR shall record the dates and the results appropriately in the client’s chart.

E. Utilization Review:

1. Clients are expected to progress from supplemental services to non-supplemental status. The BHSD will assess clients within six-month intervals, re-authorize services as needed, and communicate the outcome to the CONTRACTOR and Outpatient Case Manager. The BHSD 24-Hour Care staff will notify the CONTRACTOR via writing thirty (30) days in advance of the proposed discontinuation of the supplemental services. The CONTRACTOR will comply with all applicable BHSD utilization review policies and procedures. Within twenty-four (24) hours of admission, bed hold status, or discharge, the CONTRACTOR will submit the admit/discharge notification form to BHSD 24-Hour Care staff.

F. Discharges:

1. The BHSD, in collaboration with the Outpatient Case Manager and the CONTRACTOR, shall develop an appropriate aftercare plan for clients who are transitioning from supplemental services. The BHSD must be informed via fax or email within twenty-four (24) hours of the client’s discharge.

2. The CONTRACTOR may not use the bed hold policy as a way to discharge clients. All discharges should be coordinated by the CONTRACTOR and the client’s Outpatient Case Manager and (if applicable) conservator.

G. Administrative Participation:

1. The CONTRACTOR or designee will attend meetings, training sessions, and seminars as required by the Director of the BHSD. This includes Adult and Older Adult System of Care meetings.

IV. STAFFING REQUIREMENTS:

A. Minimum Staffing Requirements:

1. The CONTRACTOR shall ensure that staff possess the education and training necessary to work with the mentally ill population.

2. The CONTRACTOR shall document the education and training of staff that provide direct client care; this documentation shall be provided to the BHSD annually.
3. The CONTRACTOR shall provide staffing above the Title 22 staffing requirements as agreed to by the BHSD.

B. Additional Staffing Expectations:
   1. The CONTRACTOR shall provide the appropriate health care professionals necessary to address the medical conditions related to the care of this population.
   2. The CONTRACTOR shall have direct care staff that are trained and skilled in understanding the unique service needs of this population present on the premises at all times.

C. Cultural Knowledge and Skills.
   1. The CONTRACTOR will provide culturally competent services in accordance with COUNTY’s Policy and Procedures.
   2. The CONTRACTOR shall recruit culturally and linguistically appropriate staff to meet the needs of the target population.

V. OUTCOMES/MEASUREMENT/DATA:

A. The CONTRACTOR shall create a monthly supplemental log to record and monitor the client’s progress.
B. The CONTRACTOR shall submit bed hold or discharges notices to BHSD 24-Hour Care staff for review within twenty-four (24) hours of absence without leave, death incidents, and other notices regarding the client’s absence from the facility.
C. The CONTRACTOR shall work with the BHSD to review the client’s progress within six (6) months or less after the initial admission into the facility.
D. The BHSD shall use UniCare reports to track length of stay for each client.
E. The BHSD shall work with the CONTRACTOR monthly to monitor timeliness with billing, invoices, and admit/discharges notifications.

VI. PAYMENT:

A. The BHSD shall not be responsible for payment of supplemental services without an approved supplemental service authorization application.
B. The BHSD will not be responsible for retroactive payment if billing invoices are not received within thirty (30) days of admission.
1. The CONTRACTOR shall provide the appropriate health care professionals necessary to address the medical conditions related to the care of this population.
2. The CONTRACTOR shall have direct care staff that are trained and skilled in understating the unique service needs of this population present on the premises at all times.

C. Cultural Knowledge and Skills.
1. The CONTRACTOR will provide culturally competent services in accordance with COUNTY’s Policy and Procedures.
2. The CONTRACTOR shall recruit culturally and linguistically appropriate staff to meet the needs of the target population.

V. OUTCOMES/MEMEASUREMENT/DATA:

A. The CONTRACTOR shall create a monthly supplemental log to record and monitor the client’s progress.
B. The CONTRACTOR shall submit bed hold or discharges notices to BHSD 24-Hour Care staff for review within twenty-four (24) hours of absence without leave, death incidents, and other notices regarding the client’s absence from the facility.
C. The CONTRACTOR shall work with the BHSD to review the client’s progress within six (6) months or less after the initial admission into the facility.
D. The BHSD shall use UniCare reports to track length of stay for each client.
E. The BHSD shall work with the CONTRACTOR monthly to monitor timeliness with billing, invoices, and admit/discharges notifications.

VI. PAYMENT:

A. The BHSD shall not be responsible for payment of supplemental services without an approved supplemental service authorization application.
B. The BHSD will not be responsible for retroactive payment if billing invoices are not received within thirty (30) days of admission.
EXHIBIT B
Residential Care Facility

Agency Name: Ali Baba Corporation

A. Maximum Financial Obligation (MFO)

1. If COUNTY purchases supplemental services from CONTRACTOR during the period of July 1, 2018 through June 30, 2019, the COUNTY'S Financial Obligation will not exceed $329,230.

2. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended during the Term of this AGREEMENT.

B. Compensation

1. For all authorized services compensation will be as follows:
   a. Standard RCF - Basic Supplemental Services as described in Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   b. Standard RCF - Basic Supplemental Services (Bed Holds) as described in the Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   c. Standard RCF- Supplemental Services for Un-sponsored Clients as described in the Exhibit A2 attached herein, COUNTY will reimburse CONTRACTOR at the following rate:
      i. $1,075.00 per month, per client.
      ii. The amount will be prorated to the number of days when client receives less than a full month of service.
   d. Standard RCF - Supplemental Services for Developmentally Delayed Clients as described in Exhibit A3, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   e. Standard RCF - Supplemental Services for Developmentally Delayed Clients (Bed Holds) as described in Exhibit A3, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   f. Standard RCF - Supplemental Services for Medically Frail or Insulin Dependent Clients as described in the Exhibit A4, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;
   g. Standard RCF - Supplemental Services for Medically Frail or Insulin Dependent Clients (Bed Holds) as described in the Exhibit A4, attached
Fiscal Year 2019

herein, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

h. Standard RCF – Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury as described in the Exhibit A5, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client;

i. Standard RCF – Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury (Bed Holds) as described in the Exhibit A5, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client;
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.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Check Items</th>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Food and Kitchen</td>
<td>Supplies of staple, non-perishable food for a minimum of one week and fresh perishable foods for a minimum of two days</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.2</td>
<td></td>
<td>Food is available to clients at regularly scheduled meal times</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.3</td>
<td></td>
<td>Kitchen equipment and utensils sufficient, clean, sanitized, well maintained and properly stored</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.4</td>
<td></td>
<td>Menu made up one week in advance and copies of menus are kept at facility</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.5</td>
<td></td>
<td>Food pantry has adequate food supply for residents. No expired food items stored in food pantry</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.6</td>
<td></td>
<td>Packed lunch provided when resident is out for the day if Meal Fee is required</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.7</td>
<td></td>
<td>Refrigerator clean, in working condition and maintained at required temperature</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.8</td>
<td></td>
<td>Food is protected against contamination</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.9</td>
<td></td>
<td>Fire extinguisher adequate and in working condition</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td>Kitchen floor, counter, tables clean</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.11</td>
<td></td>
<td>Smoke detectors are in working condition</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.12</td>
<td></td>
<td>Soap and toxic substances are properly stored and kept away from food supplies</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.13</td>
<td></td>
<td>Residents have access to water</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.14</td>
<td></td>
<td>First aid kits with current edition of approved first aid manual maintained</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.1</td>
<td>Living Areas</td>
<td>Living room set upholstery clean and in good repair</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.2</td>
<td></td>
<td>All walking surfaces free of obstacles or uneven surfaces that could cause falls</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.3</td>
<td></td>
<td>All wall surfaces clean and in good repair</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.4</td>
<td></td>
<td>Electrical outlets are safe (no loose or missing covers, overhead lights) work</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.5</td>
<td></td>
<td>Lighting in all rooms are working and adequate (reading, night-lights in bathrooms)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.6</td>
<td></td>
<td>Thermostat available to residents (maintained at 68 degrees minimum and 85 degrees maximum)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.7</td>
<td></td>
<td>Common door locks in good order.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.8</td>
<td></td>
<td>At least one security window or door in each bedroom contains an inside release device</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.9</td>
<td></td>
<td>Windows able to open and screens on windows and doors in good order</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.10</td>
<td></td>
<td>Furniture in common areas appropriately sturdy and clean</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.1</td>
<td>Bathroom</td>
<td>Bathroom clean, mirrors and lighting adequate</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.2</td>
<td></td>
<td>Shower and tub areas have adequate grab bars and fall prevention flooring</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.3</td>
<td></td>
<td>Bathroom necessities available to residents</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.4</td>
<td></td>
<td>Bathroom cleaning supplies in safe area</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.5</td>
<td></td>
<td>Individual privacy provided in all toilet and shower areas</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.6</td>
<td></td>
<td>Sink is clean and the faucet in good working condition</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.7</td>
<td></td>
<td>One bathtub or shower maintained for each ten persons</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.1</td>
<td>Sleeping Area</td>
<td>Pathways from bed to door clear</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.2</td>
<td></td>
<td>Individuals sleeping in safe, designated areas and not in areas not designated for human habitation</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.3</td>
<td></td>
<td>Beds stable and bedding in all rooms adequate and clean</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.4</td>
<td></td>
<td>Mattresses and Box springs are in good condition, clean and covered in plastic</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.5</td>
<td></td>
<td>Linens changed weekly or more often as required</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5.1</td>
<td>Outside Areas</td>
<td>Outdoor furniture stable and clean</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5.2</td>
<td></td>
<td>Adequate receptacles for cigarettes/soda cans. Designated Smoking area is safe and monitored</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5.3</td>
<td></td>
<td>Trash hauled weekly and containers in appropriate place</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5.4</td>
<td></td>
<td>Bodies of water are properly fenced, covered, or inaccessible to residents</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5.5</td>
<td></td>
<td>All outdoor and indoor passageways, stairways, inclines, ramps, open porches and other areas of potential hazard kept free of obstruction and have accessible equipment to meet the needs of the handicapped</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.1</td>
<td>Administrative</td>
<td>Facility maintains proof of Insurance</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Item #</td>
<td>Check Items</td>
<td>Description</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>-------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>6.2</td>
<td></td>
<td>Job descriptions/personnel policies on premise</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.3</td>
<td></td>
<td>Clients are treated fairly and respectfully.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.4</td>
<td></td>
<td>Client’s rights and policies are clearly outlined and available for review – either in a binder or on a bulletin board. Contacts for patient / resident concerns and/or escalations are clearly denoted. (Clear guidelines exist for substance abuse relapse, program non-participation, violence on site, guests on site, etc)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.5</td>
<td></td>
<td>Residents have access to personal property and facility provides separate containment for personal property</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.6</td>
<td></td>
<td>Patient rights and program expectations are clearly posted</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.6</td>
<td></td>
<td>Residence offers structure and support for Abstinence from substances of abuse drugs &amp; alcohol</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.7</td>
<td></td>
<td>House Manager supports abstinence from substances of abuse</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.8</td>
<td></td>
<td>Resident staff or House Manager is reachable 24 hours a day.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.9</td>
<td></td>
<td>Residence has a clearly stated fee structure</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.10</td>
<td>Administrative</td>
<td>Special diets as prescribed by physician posted</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.11</td>
<td></td>
<td>Facility has a procedure for grounds for program discharge</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.12</td>
<td></td>
<td>Discharge Summary given to Case Manager and Probation at Discharge</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.13</td>
<td></td>
<td>Housing is safe and a clear policy exists on violence</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.14</td>
<td></td>
<td>Security and safety cameras do not violate client privacy</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.15</td>
<td></td>
<td>Resident records are updated and maintained</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.16</td>
<td></td>
<td>Incident Reports are maintained and submitted as required</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.17</td>
<td></td>
<td>Calendar of house meeting, social events and 12 Step meetings is posted (If applicable)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.18</td>
<td></td>
<td>Residents have access to telephone</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.19</td>
<td></td>
<td>Residents have access to arrangements for, or directions to transportation to needed appointments for</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.20</td>
<td></td>
<td>Facility has licensed drivers to transport residents</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.21</td>
<td></td>
<td>Medication and records of dosages kept and secured</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.22</td>
<td></td>
<td>Medication containers clearly marked and locked</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.23</td>
<td></td>
<td>Policy for Medication made available to clients after discharge</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.24</td>
<td></td>
<td>Waste receptacles</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.25</td>
<td></td>
<td>Procedure to move residents to a lower level of care</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.27</td>
<td></td>
<td>Records of qualifications of Administrator/Social Worker/Facility Staff on premises</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.28</td>
<td></td>
<td>HIV and TB training records for staff</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.29</td>
<td></td>
<td>Documentation that staff has training to work with mentally ill clients</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.30</td>
<td></td>
<td>Records of staff’s medical training to work with medically fragile clients</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.31</td>
<td></td>
<td>Calendar of social and educational events posted for client review</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.32</td>
<td></td>
<td>Record of centrally stored and destroyed medications maintained for at least one year and includes all required information</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.1</td>
<td>IMDs AND SNFs Only:</td>
<td>Confidentiality of records</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.2</td>
<td></td>
<td>Reporting of unusual occurrences as required by Mental Health Department and State Department of Health, Licensing and Certification</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.3</td>
<td></td>
<td>Records of quarterly reassessment for continued stay in facility</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.4</td>
<td></td>
<td>Language capability</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.5</td>
<td></td>
<td>Staff credentials pertaining to behavioral health training and experience</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.6</td>
<td></td>
<td>Client being seen every 30 days by attending psychiatrist</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.7</td>
<td></td>
<td>Records of client's weekly progress, including any behavioral modifications applied</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Issue:** If yes, please describe:

**Issue:**

**Date:**

**Correction Status:**
EXHIBIT E
Supplemental Services RCF Client Monthly Log

Supplemental Provider: __________________________  Date: __________________
Supplemental Representative: ____________________  Client Name: ________________
Supplemental Services Area of Focus:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
24 Hour Care Staff Signature: ____________________________  Date: ______________
Outpatient Case Manager Signature: __________________________  Date: ____________

Daily Behavior and Supplemental Services Care Needs

1. Grooming and Hygiene   2. Suicidal or Homicidal  3. Assultive to staff/peers
4. Incontinence of Bowel/Urine: a) wears depends or adult diapers b) changes independently or w/assistance.
5. Eating behavior  6. Sleep pattern  7. Meaningful day activity
11. Destruction of Property  12. Smoking Behavior
13 Medical Issues: Diabetes/ High blood pressure
19. Other

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff Initial</th>
<th># Of Beh.</th>
<th>Behavior/Care Needs</th>
<th>Staff Intervention</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT E
### Supplemental Services RCF Client Monthly Log

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes/staff Intervention:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Updated 5/9/14
FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND ALI BABA CORPORATION FOR THE PROVISION OF RESIDENTIAL CARE
FACILITY SERVICES FOR FISCAL YEAR 2019

The ("AGREEMENT") by and between County of Santa Clara ("COUNTY"), a political subdivision of
the State of California, and Ali Baba Corporation ("CONTRACTOR") is hereby amended effective July
1, 2018 as follows:

1. Section VIII(F)(2) "Compensation" is hereby replaced in its entirety as follows:
   2. COUNTY will pay CONTRACTOR within thirty (30) working days after receipt of
      final, signed CONTRACTOR claim. COUNTY may make formatting or other
      necessary changes to billing forms from time to time as needed and such changes will
      be furnished to CONTRACTOR for billing purposes.

2. Section IX(GG) "Payment Term" is hereby replaced in its entirety as follows:
   GG. Interim Reimbursement. COUNTY will pay CONTRACTOR on an interim basis
   within thirty (30) days following the receipt of CONTRACTOR’s claim.
   CONTRACTOR will allocate the provision of services such that CONTRACTOR does
   not expend the total Maximum Financial Obligation before the end of the AGREEMENT
   TERM in order to ensure continuity of services to clients. CONTRACTOR is permitted
   to use funds between various sources as described in Section VIII, subsection D., of this
   AGREEMENT ("Transfer of Funds"). The payments under this paragraph are only
   preliminary and are subject to adjustment upon final settlement or audit as described in
   Section VIII, subsection I., of this AGREEMENT ("Audits").

Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force
and effect; provided, however, in the event of any conflict between the terms of this FIRST Amendment
and the AGREEMENT, the terms of this FIRST Amendment shall control. This AGREEMENT as
amended by this FIRST Amendment constitutes the entire agreement, representations and
understandings concerning such subject matter.
IN WITNESS WHEREOF, the parties have executed this FIRST Amendment as of the date set forth below.

COUNTY OF SANTA CLARA

Rene G. Santiago Date
Deputy County Executive and Director, SCVHHS

ALI BABA CORPORATION

Jennifer Terry Date
Signatory

APPROVED AS TO FORM AND LEGALITY:

Lorraine Van Kirk Date
Deputy County Counsel

APPROVED

Toni Tullys Date
Director, BHSD

APPROVED

John Cookingham Date
Chief Financial Officer, SCVHHS
SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ALI BABA CORPORATION FOR THE PROVISION OF RESIDENTIAL CARE FACILITY SERVICES FOR FISCAL YEAR 2019

The ("AGREEMENT") by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California, and Ali Baba Corporation ("CONTRACTOR") is hereby amended effective July 1, 2018 as follows:

1. The Santa Clara Valley Health and Hospital System (SCVHHS) shall be referred to as the County of Santa Clara Health System (Health System). All mentions of the SCVHHS or the Health and Hospital System in the AGREEMENT are hereby amended to read Health System.

2. FY 2019 Exhibit B “Budget” is replaced by the attached Exhibit B in its entirety for the Term of this AGREEMENT.

Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this SECOND Amendment and the AGREEMENT, the terms of this SECOND Amendment shall control. This AGREEMENT as amended by this SECOND Amendment constitutes the entire agreement, representations and understandings concerning such subject matter.
IN WITNESS WHEREOF, the parties have executed this SECOND Amendment as of the date set forth below.

COUNTY OF SANTA CLARA

S. Joseph Simitian
President, Board of Supervisors

ALI BABA CORPORATION

Mustafa Sabankaya
Owner

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

APPROVED AS TO FORM AND LEGALITY:

Lorraine Van Kirk
Deputy County Counsel

APPROVED

Toni Tullys
Director, BHSD

APPROVED

John Cookingham
Chief Financial Officer,
Health System
Fiscal Year 2019

EXHIBIT B
Residential Care Facility

Agency Name: Ali Baba Corporation

A. Maximum Financial Obligation (MFO)

1. If COUNTY purchases supplemental services from CONTRACTOR during the period of July 1, 2018 through June 30, 2019, the COUNTY’S Financial Obligation will not exceed $375,000.

2. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended during the Term of this AGREEMENT.

B. Compensation

1. For all authorized services compensation will be as follows:
   a. Standard RCF - Basic Supplemental Services as described in Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   b. Standard RCF - Basic Supplemental Services (Bed Holds) as described in the Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   c. Standard RCF- Supplemental Services for Un-sponsored Clients as described in the Exhibit A2 attached herein, COUNTY will reimburse CONTRACTOR at the following rate:
      i. $1,075.00 per month, per client.
      ii. The amount will be prorated to the number of days when client receives less than a full month of service.
   d. Standard RCF - Supplemental Services for Developmentally Delayed Clients as described in Exhibit A3, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   e. Standard RCF - Supplemental Services for Developmentally Delayed Clients (Bed Holds) as described in Exhibit A3, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   f. Standard RCF - Supplemental Services for Medically Frail or Insulin Dependent Clients as described in the Exhibit A4, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;
   g. Standard RCF - Supplemental Services for Medically Frail or Insulin
Fiscal Year 2019

Dependent Clients (Bed Holds) as described in the Exhibit A4, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

h. Standard RCF – Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury as described in the Exhibit A5, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client;

i. Standard RCF – Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury (Bed Holds) as described in the Exhibit A5, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client;
THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ALI BABA CORPORATION FOR THE PROVISION OF RESIDENTIAL CARE FACILITY SERVICES FOR FISCAL YEARS 2019-2020

The ("AGREEMENT") by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California, and Ali Baba Corporation ("CONTRACTOR") is hereby amended effective July 1, 2018 as follows:

1. The TERM is amended to begin July 1, 2018 and expire June 30, 2020.

2. The attached Exhibit B "Budget" is hereby incorporated to reflect Fiscal Year 2020 rates and funding.

3. Section VII(A) is hereby replaced in its entirety as follows:
   A. 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.

4. Section IX(A) “Amendments,” is hereby replaced in its entirety as follows:
   A. Amendments. This agreement may only be amended by a written instrument signed by the Parties.

5. Section IX(B)(2) “Termination without Cause,” is hereby replaced in its entirety as follows:
   2. Termination without Cause. Either party may terminate this AGREEMENT without cause following ninety (90) days written notice to the other party, except as otherwise provided in this Agreement.

6. Section IX(C) “Assignment,” is hereby replaced in its entirety as follows:
   C. Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

7. Section IX(F) “California Public Records Act,” is hereby replaced in its entirety as follows:
   F. California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent
disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information. Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

8. Under Section IX. “General Provisions,” the following language is hereby added to the Agreement:

HH. 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.

Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this THIRD Amendment and the AGREEMENT, the terms of this THIRD Amendment shall control. This AGREEMENT as amended by this THIRD Amendment constitutes the entire agreement, representations and understandings concerning such subject matter.
IN WITNESS WHEREOF, the parties have executed this THIRD Amendment as of the date set forth below.

COUNTY OF SANTA CLARA

S. Joseph Simitian		Date
President, Board of Supervisors

ALI BABA CORPORATION

Mustafa Sughankaya		Date
Signatory

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		Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Lorraine Van Kirk		5/14/2019
Deputy County Counsel

APPROVED

Toni Tullys		5/16/2019
Director, BHSD

APPROVED

John Cookingham		5/17/2019
Chief Financial Officer,
Health System
EXHIBIT B
Residential Care Facility

Agency Name: Ali Baba Corporation

A. Maximum Financial Obligation (MFO)

1. If COUNTY purchases supplemental services from CONTRACTOR during the period of July 1, 2019 through June 30, 2020, the COUNTY’S Financial Obligation will not exceed $378,444.

2. The COUNTY does not guarantee any minimum or maximum dollar amount to be expended during the Term of this AGREEMENT.

B. Compensation

1. For all authorized services compensation will be as follows:
   a. Standard RCF - Basic Supplemental Services as described in Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   b. Standard RCF - Basic Supplemental Services (Bed Holds) as described in the Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   c. Standard RCF - Supplemental Services for Unsponsored Clients as described in the Exhibit A1 attached herein, COUNTY will reimburse CONTRACTOR at the following rate:
      i. $1,078.37 per month, per client.
      ii. The amount will be prorated to the number of days when client receives less than a full month of service.
   d. Standard RCF - Supplemental Services for Developmentally Delayed Clients as described in Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   e. Standard RCF - Supplemental Services for Developmentally Delayed Clients (Bed Holds) as described in Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   f. Standard RCF - Supplemental Services for Medically Frail or Insulin Dependent Clients as described in the Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;
g. Standard RCF - Supplemental Services for Medically Frail or Insulin Dependent Clients (Bed Holds) as described in the Exhibit A1, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

h. Standard RCF - Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury as described in the Exhibit A2, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client;

i. Standard RCF - Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury (Bed Holds) as described in the Exhibit A2, attached herein, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client.