FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE VILAS, INC., dba VILA VICTORIA, INC. FOR THE PROVISION OF RESIDENTIAL CARE FACILITY SERVICES FOR FISCAL YEAR 2020

The (“AGREEMENT”) by and between County of Santa Clara (“COUNTY”), a political subdivision of the State of California, and The Vilas, Inc., a California corporation dba Vila Victoria Inc., (“CONTRACTOR”) is hereby amended effective July 1, 2019 as follows:

1. The Fiscal Year (FY) 2020 Exhibit B “Budget” is removed and replaced in its entirety with the attached FY 2020 Exhibit B-1 to reflect a decrease in funding for FY 2020 services.

2. Section IX(D)(1)-(4) “Conflicts of Interest” is hereby removed and replaced in its entirety as follows:

   D. Conflicts of Interest
   1. Contractor shall comply, and require its subcontractors to comply, with all applicable (a) requirements governing avoidance of impermissible client conflicts; and (b) 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 (a) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (b) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

   3. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors, who could be substantively involved in “mak[ing] a governmental decision” or “serv[ing] in a staff capacity” and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor’s service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in
such a capacity who, during the course of the Agreement, end their service to the County.

4. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (b) of the first sentence of this Section IX.D 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.

3. Section IX(FF) “County Data” is hereby removed and replaced in its entirety as follows:

**FF. County Data.**

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

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

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

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

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

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

Cindy Chavez Date
President, Board of Supervisors

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

Attest

Megan Doyle Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Sara J. Ponzio Date
Deputy County Counsel

APPROVED

Sherri Terao Date
Interim Director
Behavioral Health Services Department

APPROVED

John Cookinhm Date
Chief Financial Officer, Health System
EXHIBIT B-1

Budget

Agency Name: The Vilas, Inc., dba Vila Victoria, Inc.

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 Maximum Financial Obligation will not exceed $1,163,286. If CONTRACTOR provides services between July 1, 2019 and June 30, 2020 that collectively or individually are valued in excess of $1,163,286, CONTRACTOR does so at CONTRACTOR’s sole risk and expense.

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. Level 1A: Basic Supplemental Services as described in Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   b. Level 1A: Standard RCF - Basic Supplemental Services (Bed Holds) as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $39.00 per day, per client;
   c. Supplemental Services for Unsponsored Clients as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, 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. Level 2A: Supplemental Services for Blind or Deaf Clients as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   e. Level 2A: Supplemental Services for Blind or Deaf Clients (Bed Holds) as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   f. Level 2B: Supplemental Services for Developmentally Delayed Clients as described in Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;
   g. Level 2B: Supplemental Services for Developmentally Delayed Clients (Bed Holds) as described in Exhibit A1, previously attached and incorporated into the
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AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;

h. Level 2C: Supplemental Services for Monolingual Speaking Clients as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;

i. Level 2C: Supplemental Services for Monolingual Speaking Clients (Bed Holds) as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $52 per day, per client;

j. Level 3A: Supplemental Services for Medically Frail or Insulin Dependent Clients as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

k. Level 3A: Supplemental Services for Medically Frail or Insulin Dependent Clients (Bed Holds) as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

l. Level 3B: Supplemental Services for SMI Clients with Severe Behavioral Conditions as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

m. Level 3B: Supplemental Services for SMI Clients with Severe Behavioral Conditions (Bed Holds) as described in the Exhibit A1, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $65 per day, per client;

n. Level 4A: Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury as described in the Exhibit A2, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client;

o. Level 4A: Supplemental Services for Clients diagnosed with SMI and Traumatic Brain Injury (Bed Holds) as described in the Exhibit A2, previously attached and incorporated into the AGREEMENT, COUNTY will reimburse CONTRACTOR at a rate of $150 per day, per client.