

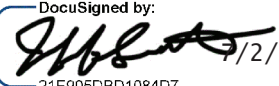
**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
INDIAN HEALTH CENTER OF SANTA CLARA VALLEY**

This is an Agreement by and between the County of Santa Clara, a political subdivision of the State of California, d/b/a County of Santa Clara Health System ("County" and/or "Health System") and Indian Health Center of Santa Clara Valley ("Contractor"), for a one-time subsidy for transition to performance based compensation for Waiver related Services.

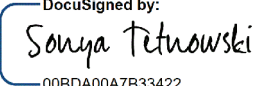
The parties agree to comply with the General Terms and Conditions contained in Sections 1- 33 of this Agreement and provisions contained in Exhibit A: Scope of Work and Exhibit B: Insurance Requirements, which are attached hereto and incorporated herein by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate originals.

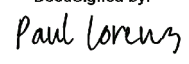
COUNTY

DocuSigned by:

7/2/2019
21E905DBD1084D7...
Jeffrey V. Smith Date
County Executive
County of Santa Clara

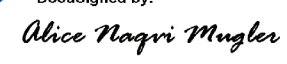
CONTRACTOR

DocuSigned by:

6/25/2019
00BDA00A7B33422...
Sonya M. Tetnowski Date
Chief Executive Officer
Indian Health Center of Santa Clara Valley

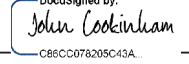
Approved:

DocuSigned by:

7/1/2019
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Rene G. Santiago Date
Deputy County Executive and Director
County of Santa Clara Health System


Approved:

DocuSigned by:

6/29/2019
674DCF64B7B1485...
Michelle de la Calle, Director Date
System Integration and Transformation
County of Santa Clara Health System

Approved:

DocuSigned by:

7/1/2019
C86CC078205C43A...
John Cookinham Date
Chief Financial Officer
County of Santa Clara Health System

Approved as to form and legality:

DocuSigned by:

6/28/2019
EBD152743384D4...
Jennifer S. Sprinkles Date
Deputy County Counsel

THEREFORE, COUNTY and CONTRACTOR agree as follows;

1. Term

This Agreement is effective from June 1, 2019 to and including June 30, 2019 unless terminated earlier as set forth below, unless terminated in accordance with Section 7.

2. Compensation and Payment

- a. Contractor shall invoice County for work authorized by County and performed by Contractor under this Agreement.
- b. County shall inform Contractor of any disputed invoice and the parties shall use their best efforts to resolve such disputes expeditiously. Any undisputed portion of the invoice shall be paid without delay as set forth above. County shall not pay any disputed portion of any invoice until Contractor has resolved the dispute to the satisfaction of the County. After disputed charges are substantiated and approved, County shall make payment to the Contractor accordingly.
- c. County does not guarantee any minimum compensation payable under this Agreement. The maximum financial obligation for all work performed under this Agreement shall not exceed \$525,000.00 for the term of this Agreement.

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 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 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.

3. Budget Contingency

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

4. Audit Rights

- a. **Pre-audit of Contractor’s Books:** Prior to making any disbursement of funds under this Agreement, County may conduct a pre-audit of Contractor’s books to ascertain whether a system of accounts has been established which is adequate for the purpose of tracing funds paid under this

Agreement and assuring compliance with applicable Federal, State, and County regulations, laws, guidelines and directives.

b. Contractor's Maintenance of Books and Records: Contractor shall maintain all books, documents, papers and records relating to this Agreement and provide such information to County and to applicable state and federal regulatory agencies, and shall permit County and such agencies, at all reasonable times upon request, to access books, records and other papers related to the contracted services rendered hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, documents, records and information for a period of at least five (5) years from and after the termination of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five year period, the records will be retained until the later of the completion of the action or the resolution of all issues arising there from. County has the right to obtain copies of any and all of the above described documents and records without charge within five (5) business days of County's written request therefor. If Contractor fails to provide the documents and records in accordance with section 4.b., the County may suspend all further payments under this Agreement and Contractor irrevocably agrees and stipulates that the County shall have the right to recover in full all amounts paid by the County to Contractor under this Agreement.

c. Audit: All payments made under this Agreement will be subject to audit by the County or its designee, and will be adjusted in accordance with said audit.

d. Responsibility for Audit Exceptions:

- i. Contractor's Responsibility:** It is understood that County's funding source herein is the State government and the County is responsible for administering such funds. Contractor will be responsible for receiving, replying to, and complying with any audit exceptions set forth in State or County audits. Contractor will pay to County the full amount of any liability determined to be due as a result of State or County audit exceptions. Adjustments for audit exceptions may also be made from payments for current billings at County's sole discretion.
- ii. County's Responsibility:** In the event that an additional amount is determined to be due to Contractor as a result of audit exceptions, County will pay such amount if total payments do not exceed the Maximum Financial Obligation of County, for services provided during the term of the contract as described in Article I of this Agreement.
- iii. Audit Disclosure:** Contractor will provide to the County, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, financial audit includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, or performance or program audits.

5. Reporting, Monitoring and Evaluation

a. Right to Monitor: Except where access is prohibited by federal or state laws, regulations, or rules, the County, its designees and/or designated auditor will have the right to monitor Contractor as follows:

- i. Work Performed:** County, its designees and/or designated auditor, will have the right to monitor work performed by Contractor under this Agreement, and in accordance

with applicable law, to review any medical records created and maintained under this Agreement. The County's responsibility in monitoring is to ensure that the Contractor is achieving its requirements under this Agreement, and that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

- ii. **Facilities:** County, or its designated professional medical, fiscal and program staff will also have the right to monitor Contractor's facilities.
- iii. **County's Procedures:** County will discuss the monitoring procedures with the Contractor and provide written monitoring procedures to Contractor in advance. Periodic on-site visits will be made in accordance with the frequency directed by County, with advance written notice.
- iv. Contractor will cooperate fully with County and provide information upon request concerning the client services provided and fiscal and program operations.

b. Opportunity to Cure and Corrective Action

- i. If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, violates federal or state statutes or regulations, threatens the success of the services Contractor is required to perform under this Agreement, or jeopardizes the fiscal integrity of said services, County will notify Contractor that corrective action is required.
- ii. Contractor will correct any and all discrepancies, violations, or deficiencies to the satisfaction of the County within ten (10) working days. If County determines that corrective action reasonably requires additional time, the County may in its sole discretion allow up to twenty (20) additional working days to make corrections.
- iii. If County's Director of the Office of System Integration and Transformation or designee determines, in his/her sole discretion, that any violation or discrepancy is the result of intentional misconduct, or is likely to result in substantial harm to any client before Contractor would be able to correct such deficiency or violation, County may immediately terminate this Agreement without providing an opportunity to cure.

c. Consequence of Failure to Perform: If Contractor fails to substantially comply with any material provision of this Agreement after County provides Contractor an opportunity to cure as required under Section 5.b., County will have the right to withhold payment in an amount that corresponds to the harm caused by Contractor, or to immediately terminate this Agreement for cause. Events that may lead to a request for corrective action, or if corrective action is not taken after notice is given, to withholding of funds, or termination for cause, include, but are not limited to, the following:

- i. Contractor materially breaches this Agreement or is in material violation of any applicable County ordinance or state or federal law;

- ii. Contractor fails to maintain any license or permit required to provide the services specified in this Agreement or fails to utilize licensed personnel, where required by law;
 - iii. Contractor (either knowingly or unknowingly) misrepresents, in any way, any information or data, or furnishes to County any reports that are materially incorrect or incomplete, or fails to file timely reports;
 - iv. Contractor makes improper use of funds;
 - v. County reasonably deems Contractor's performance unsatisfactory;
 - vi. Contractor fails to resolve to the reasonable satisfaction of County any disputed, disallowed or questioned costs, including but not limited to items from prior years or fails to return to County the difference between Advanced Payments and actual costs when requested by County;
 - vii. Contractor discriminates unlawfully; or
 - viii. Contractor fails to take timely corrective action in responding to monitoring reports or audit.
- d. **Compliance Reporting:** Contractor will promptly advise the County of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.

6. Indemnification and Insurance Requirements

- a. **Indemnity:** Contractor will indemnify County as set forth in Exhibit B (Insurance Requirements).
- b. **Insurance:** Without limiting the Contractor's indemnification of the County, the Contractor will provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverages and provisions set forth in Exhibit B (Insurance Requirements). Contractor agrees that failure to provide evidence of such required insurance coverages and provisions will result in the County withholding payment until all such evidence is provided to the County.

7. Termination

Either party to this Agreement shall have the right to terminate this Agreement, at any time, without cause, by providing the other party with thirty (30) days' prior written notice in the manner described in Section 13. Termination shall take effect automatically upon the expiration of the thirty (30) day notice period.

8. Status of Parties

This is an Agreement by and between independent contractors and shall not be construed to create an employment, agency partnership, or joint venture relationship. Neither Contractor nor its employees or agents shall be considered County employees, and they shall not be entitled to any of the benefits enjoyed by County employees, including, but not limited to, salary, vacation pay, sick pay, retirement, or workers' compensation, unemployment benefits, or any other

County employee benefits.

9. Certification of Health Care Personnel Providing Services:

a. Contractor certifies that none of its employees or agents (“Service Providers”) or subcontractors providing services under this Agreement have been convicted of a criminal offense related to health care, nor are any listed by any federal or state agency as debarred from (including on the National Practitioner Database and the MLMIC), excluded from, suspended from, or otherwise ineligible for participation in Medicare, Medi-Cal, or any other federal or state funded health care program. Relatedly, Contractor certifies that it has performed an appropriate screening of Service Providers and any subcontractors prior to making this certification (and shall so screen and certify on a monthly basis), that it will screen all new Service Providers and subcontractors, and that it will monitor the status of current Service Providers and any current subcontractors. Contractor also certifies that it, Service Providers, and any subcontractors possess all required licenses; that such licenses are in good standing; and that in providing these contract services, it and its Service Providers and any subcontractors are operating within any and all limitations or restrictions of these licenses. Contractor further certifies that all directors, managing employees, and owners of five percent interest or more in Contractor’s or any subcontractor’s business, have not been convicted of any health care related offenses; nor have any of them been debarred from, excluded from, suspended from, or deemed ineligible to participate in Medicare, Medi-Cal, or any other federal or state funded health care program.

b. Contractor agrees to notify the County immediately (1) should Contractor, or its Service Provider or subcontractor be audited or investigated in connection with a possible health care offense or licensure issue; or (2) should Contractor, or its Service Provider or subcontractor be administratively or criminally charged, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor, or a Service Provider or subcontractor, may, at the request of County, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the Contractor’s obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon (1) Contractor, or its Service Provider or subcontractor’s being convicted of a health care offense; (2) Contractor, or its Service Provider or subcontractor’s being debarred from, excluded from, suspended from, or otherwise deemed ineligible for participation in Medicare, Medi-Cal, or any other federal or state funded health care program; or (3) loss of licensure for Contractor, or its Service Provider or subcontractor.

c. Contractor will indemnify, defend, and hold harmless County for any loss or damage resulting from (1) Contractor, or its Service Provider or subcontractor’s being convicted of a health care offense; (2) Contractor, or its Service Provider or subcontractor’s being debarred from, excluded from, suspended from, or otherwise deemed ineligible for participation in Medicare, Medi-Cal, or any other federal or state funded health care program; or (3) loss of licensure for Contractor, or its Service Provider or subcontractor.

d. If Contractor utilizes County facilities when performing under this Agreement, Contractor, Service Providers, and/or subcontractors will read and abide by the requirements of the Santa Clara Valley Health and Hospital System (“SCVHHS”) Compliance Program, Code of Conduct, and Compliance Program Manual. Contractor, Service Providers, and/or subcontractors will, at the request of County,

attend compliance workshops provided by SCVHHS. Contractors who do not utilize County facilities will implement a compliance program and will provide County with a copy of their compliance programs, if requested.

10. Assignment

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the County.

11. Contracting Principles

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

12. Compliance With All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

a) 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.

b) 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.

c) 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.

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

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

f) 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.

g) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, 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.

h) 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.

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

j) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection 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.

13. Notices

All notices required by this Agreement shall be deemed given when in writing and delivered personally, or five (5) days after deposited in the United States mail, postage prepaid, return receipt request, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section.

To COUNTY:

Michelle de la Calle, Director
County of Santa Clara Health System
System Integration and Transformation
2325 Enborg Lane, Suite 320
San Jose, CA 95128

To CONTRACTOR:

Sonya M. Tetnowski, Chief Executive
Officer
Indian Health Center of Santa Clara Valley
1333 Meridian Avenue
San Jose, CA 95125

14. Entire Agreement

This Agreement, including all exhibits, represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

15. Amendments

This Agreement may only be amended by a written instrument signed by the parties.

16. Governing Law, Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of California without considering choice of law rules. The parties agree to submit to the jurisdiction of the federal and state courts located in the County of Santa Clara. The parties agree that venue shall be Santa Clara County for all purposes.

17. Confidentiality

Subject to the provisions of the Confidentiality of Medical Information Act (California Civil Code sections 56-56.57) and the Health Insurance Portability and Accountability Act (HIPAA) (42 USC sections 1320d et seq.), which permit disclosure of certain information under certain circumstances, it is the policy of the Santa Clara Valley Medical Center (SCVMC) that all patients have a right to

confidential treatment of all communication and records pertaining to their care and stay in the hospital. As a Contractor doing business with SCVMC, Contractor has both a legal and ethical responsibility to protect the privacy of patients. All patient information obtained directly or indirectly is confidential and may only be used or disclosed by Contractor, when it is required for the performance of its responsibilities under this Agreement in a manner consistent with all applicable Laws (as the term is defined below) and SCVMC policies and procedures.

During the performance of this Agreement, Contractor will have access to individually identifiable patient information ("Information"). Contractor agrees to treat all such Information as confidential and will use all necessary care to maintain such Information confidence and for use only for the purposes contemplated in this Agreement. Contractor shall not use or disclose Information to any entity or party without the express written consent of Santa Clara Valley Medical Center's CEO or as Contractor may be required by law to disclose. In the event that Contractor receives a subpoena, court order, or other legal document requiring release of Information, or is informed that such a document is being requested, Contractor shall immediately give notice to County in order to permit County to seek a protective or other similar order.

In addition, Contractor shall treat employee information, County financial information, and any other County proprietary information as confidential and may only disclose such information as required to perform its obligations under this Agreement or as otherwise required by law.

18. 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.

19. Conflict of Interest

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

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or

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

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, 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.

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.

20. 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/or remedying 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.

21. 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.

22. Intellectual Property Indemnity

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in section 4 of this Agreement.

23. 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.

24. Compliance

Contractor and Contractor's employees (or other parties utilized by Contractor to satisfy Contractor's obligations under this Agreement, including parties performing billing services) shall comply with all applicable federal, state and local laws, rule and regulations ("Laws") that are in effect at the inception of this Agreement and that become effective during the term of this Agreement, including, without limitation, HIPAA. The parties shall execute any amendments necessary to implement such laws.

25. Waiver

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

26. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be in original, but all of which together shall constitute one and the same instrument.

27. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

28. County No-Smoking Policy

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

29. Food and Beverage Standards

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low

fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

30. Use of Names and Logos

Neither party to this Agreement shall be permitted to use the other's name, logo or corporate identity for any purpose without prior written consent for the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days' prior notice from the consenting party.

31. Assignment of Clayton Act, 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 (14 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.

32. 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.

33. Living Wage

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.

Exhibit A: Scope of Work
One-time Subsidy

During the period June 1, 2019 through June 30, 2019, Contractor shall provide healthcare services to patients at its facilities. The County in support of Contractor's continued efforts to migrate to a performance based model of care delivery, as evidenced by Contractor's participation the Whole Person Care Program, Global Payment Program and Primary Care Access Program, shall provide Contractor a one-time subsidy in the amount of \$525,000. Contractor shall confer with County representatives with respect to FY 2020 and continued efforts to migrate to a performance based model of care delivery.

Exhibit B
Insurance Requirements for
Professional Services Contracts
(Rev. 9/2016)

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 receipt of a valid subpoena.

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.