

# COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

## This is an amendment to an existing Agreement

Purchase Order Number:	4300011169	Amendment Number:	7	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 1,052,480.89	Amended Maximum Financial Obligation (If dollar amount is changing):		\$ 1,252,002.63	
Current Agreement End Date:	06/30/2018	New Agreement End Date:		06/30/2019	

### For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<b>Line 1</b>	H	0415	5255100	4383	199,521.74	FY19 Services	
<b>Line 2</b>	Select...						
<b>Line 3</b>	Select...						
<b>Line 4</b>	Select...						
<b>Line 5</b>	Select...						

### Parties to Agreement

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

### Contractor

Contractor Name (As Displayed In SAP):	Mountain View Whisman School District
Contact Person:	Heidi Smith
Street Address *:	780-A San Pierre Way
City, State, Zip *:	Mountain View, CA 94043
Telephone Number *:	(650) 526-3500
Email Address *:	hsmith@mvwsd.org
SCC Vendor Number (As Assigned In SAP):	1007141

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

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

**County of Santa Clara**

Agency / Department:	Behavioral Health Services Department	Department Number: 0415
Program Manager or Contract Monitor Name:	Fabian Castaneda	
Street Address:	725 E. Santa Clara St., 3rd Floor	
City, State, Zip:	San Jose, CA 95112	
Telephone Number:	(408) 794-0679	
Fiscal Contact (Accounts Payable Contact):	Evonne Lai / 408-885-3289	
Contract Preparer:	Abigaile Tabilangan / 408-885-2183	

**Signatures**

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

Agency/Department Manager:	Date:
Agency/Department Fiscal Officer:	Date:
County Counsel Approval as to Form and Legality: <i>(Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)</i>	Date:
Contractor:	Date:
County Authorized Representative: <i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>	Date:
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	Date:
Attest Clerk of the Board: <i>(Signature required when Board approved contract)</i>	Date:

# COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

## This is an amendment to an existing agreement

### Reason(s) for Amending the Service Agreement

#### ✓ Amend Term of Agreement

The Behavioral Health Services Department (BHSD) continues to require its partnership with Mountain View Whisman School District (District) in supervising a Service Coordinator to provide services in line with the School Linked Services Strategic Plan. The continuation of District's role and services is necessary in order to not disrupt the services of the County's Prevention and Intervention Strengthening Families & Children Project. District is one of the participating school districts in this project. Please extend term to June 30, 2019.

Or see Attachment \_\_\_\_\_ as incorporated by this reference

#### ✓ Amend Contract Specifics

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

Attachment A6 is replaced in its entirety by Attachment A7 to reflect the revised Contract Specifics. Exhibits 2, 3, 4, 6, 8, and 9 from prior amendments remain unchanged.

Or see Attachment A7 as incorporated by this reference

#### Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 1,052,480.89
B.	Amount of increase or decrease: (Explain below)	\$ 199,521.74
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 1,252,002.63

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

Exhibit B1(d) is hereby replaced in its entirety by Exhibit B (FY19) to reflect the FY19 budget. Increase in funding is for FY19

Or see Attachment Ex. B (F) as incorporated by this reference

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

**Amend Standard Provisions**

Or see Attachment C2 as incorporated by this reference  
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment \_\_\_\_\_

**Other (please explain below)**

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):	\$ 1,052,480.89 (FY13-FY18)
Financial obligation in current fiscal year:	\$ 199,521.74 (FY19)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 1,252,002.63

**Insurance**

- Insurance does not require changes
- Insurance Exhibit is replaced by Exhibit B \_\_\_\_\_ attached and incorporated by this reference.

## **SECTION V: CONTRACT SPECIFICS**

### **A. SCHOOL LINKED SERVICES DESCRIPTION**

1. School Linked Services (SLS) provide students and families with school-based coordinated services for the following purposes:
  - a. improve protective factors (e.g., family relationship);
  - b. decrease risk-factors (e.g., behavioral and emotional problems);
  - c. enhance service accessibility and resource linkage; and
  - d. support children's success in school and in life.
2. The services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in Santa Clara County.
3. At the core of the SLS Initiative is the provision of coordinated services that are both culturally sensitive and evidence-based service delivery that promote prevention and early intervention. Another integral component of the SLS model is the engagement of families in their children's educational experience.

### **B. SERVICE DESCRIPTION**

1. This Agreement pertains to a collaborative endeavor between the Santa Clara County Behavioral Health Services Department (BHSD) and Mountain View Whisman School District (MVWSD; Contractor) to conduct the SLS Initiative, including the Prevention and Early Intervention (PEI) and/or SLS behavioral health services at designated school sites.
2. Contractor has selected two (2) feeder schools, Castro Elementary School and Graham Middle School, to participate in the SLS Demonstration Hub project. Feeder schools are schools where students move from one designated school to another upon graduation. Students who graduate from Castro Elementary School will enroll and attend Graham Middle School. Contractor will also identify other schools within the school district to conduct family engagement programming.
3. For the SLS Demonstration Hub project, Contractor shall hire and supervise two (2) SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators (SLS Feeder School Coordinators). There shall be one (1) SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator at each of the two (2) identified feeder schools, according to the Santa Clara County SLS Strategic Plan (<http://www.sccgov.org/sls>).
4. Contractor shall also hire and supervise a district-wide SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator (SLS Mental Health Services Act [MHSA] Coordinator) according to the Santa Clara County SLS Strategic Plan.
5. If the PEI and/or SLS behavioral health services are being provided at any designated schools within the district, the County's Responsibilities include:
  - a. Provide program oversight for the SLS Initiative.
  - b. Facilitate relationship between Contractor and its PEI and SLS service providers.
  - c. Work with service providers to maintain a service delivery plan that does not disrupt Contractor's agreements with other service providers or student services with these providers.

- d. Monitor the SLS Initiative and communicate information to PEI and SLS service providers and Contractor about program process and outcome measures.
  - e. Determine adjustments and modifications to the SLS Initiative in conjunction with Contractor.
  - f. Communicate to service providers the clearance and fingerprinting requirements of the school district, which will include the following:
    - i. Service provider's employee who does not meet the clearance and fingerprinting requirements may not provide services for the SLS Initiative. Service providers shall provide certification that employees working with students have passed criminal record background checks with the Department of Justice and the Federal Bureau of Investigations (FBI). As required by California State Law, an individual who has been convicted of serious and/or violent crime is precluded from employment or volunteer service in California's public schools.
    - ii. An individual who is awaiting trial for serious and/or violent crimes is also precluded from rendering service in California public schools until the matter has been legally concluded.
  - g. Determine Agreement renewals.
6. If the PEI and/or SLS behavioral health services are being provided at any designated schools within the district, the Contractor's Responsibilities include:
- a. Incorporate the SLS Initiative into existing referral system.
  - b. Ensure that Contractor's staff who generate referrals are available for County's information sessions regarding the SLS Initiative.
  - c. Distribute and collect the Contractor's consent form (Exhibit 9) for the release of student information (Exhibit 8) may be used to provide County patient information to the Contractor).
  - d. Following receipt of appropriate consent from parents/guardians, provide the BHSD and service providers the following data for students participating in the SLS Initiative:
    - i. Student's class attendance (e.g., information regarding absences, late arrivals, etc.);
    - ii. Student's grades or equivalent (e.g., academic progress reports);
    - iii. Office referrals for disciplinary issues or classroom management problems;
    - iv. Indicators of increased parent engagement; and
    - v. Indicators of increased access to services.
  - e. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
  - f. Communicate regularly with the BHSD about program satisfaction and suggestions for improvement or adjustments.
  - g. Provide onsite space as available at designated schools for PEI and SLS service providers to implement practices. If space is not available onsite, Contractor acknowledges that services may be provided in the home, in the community, or may not be available.
    - i. Prevention practice, Strengthening Families Program:

- a) Space: Four (4) rooms. One (1) room for a family meal to be served with capacity to seat forty (40). This room will be used for the parents' class. One (1) room for the children's class, capacity of ten (10). One room (1) for childcare and one (1) room for teenager activities.
  - b) Time/Duration: Evening/3.5 hours.
  - c) Graduation: Large room to celebrate conclusion of course. Room capacity and time are negotiable.
  - d) Optional: School administrator may provide a welcome ceremony at the start of each course cycle.
  - ii. Early Intervention practice, Triple P Levels 4 & 5:
    - a) Space: Private room onsite for groups when available.
  - iii. Early Intervention practice, Brief Family Therapy:
    - a) Space: Private office space when available.
  - iv. Early Intervention practice, Trauma Focused Cognitive Behavioral Therapy (TF-CBT):
    - a) Space: Private office space when available.
7. The SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator at each feeder school shall partner (e.g., meet monthly and participate in each other's Campus Collaborative) to ensure the continuity of services among students and families. The SLS District Coordinator and/or Contractor's designated existing position of school and community engagement facilitator shall plan, implement, and evaluate the family engagement programming at the identified school(s). In the event that the SLS District Coordinator and/or Contractor's designated existing position of school and community engagement facilitator position becomes vacant, a designated Contractor's staff will conduct the family engagement programming, under the supervision of the supervisor of the SLS District Coordinator and/or Contractor's designated existing position of school and community engagement facilitator.
8. The SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators shall foster community partnership and coordinate linkage of community services and resources among students and families; plan, implement, and evaluate family engagement events and projects at designated school sites as agreed between the BHSD and School District; and plan and facilitate the Campus Collaborative. Specifically, the SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators shall perform the following tasks:
- a. Community Partnership and Service Coordination
    - i. Build and maintain strong collaboration and communication with school officials, program directors, service providers, families, community agencies, and other stakeholders;
    - ii. Act as primary liaison through effective communication and partnership between BHSD, schools/districts, and community agencies/organizations to support the needs of students and their families through activities such as educational events, consultations, and coordination of resources;
    - iii. Coordinate and implement the SLS infrastructure for referrals and provision of case management and counseling services, and serve as initial

- contact at school/district for referrals to community services and resources among families;
- iv. Provide comprehensive service coordination, including triaging and needs assessment, service planning, referral, and monitoring for students and their families so that they are linked to the appropriate services by utilizing a variety of engagement strategies including individual and family meetings and home visits;
  - v. Develop and maintain service inventory (e.g., services provided at school sites) to assist students and families with linkage to community resources and
  - vi. Develop a referral system with a Family Resource Center (FRC) in the local area, as available, to refer families for support. Offer and refer families to the FRC for family services and support (e.g., for families with children between ages 0 through 5, SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator may refer the families to the FRC for the Universal Developmental Screening).
- b. Family Engagement
- i. Plan, implement, and evaluate family engagement events, workshops, and projects at designated schools that are in alignment with the SLS goals and outcomes. Family engagement plans should be based on the needs of each school and informed by input from students, families, and the Campus Collaborative group; and
  - ii. SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator shall partner with the Campus Collaborative members to implement events and projects (e.g., delegate tasks and responsibilities).
- c. Campus Collaborative
- i. Develop, manage, and facilitate the Campus Collaborative, or similar groups, to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders;
  - ii. During the Campus Collaborative, gather input from group members to inform the plans (e.g., implementation and evaluation plans) of family engagement events and projects;
  - iii. Follow school district protocol and procedure to address crisis situation and assist in connecting students to appropriate services;
  - iv. Assist in addressing school climate and safety needs and support training needs of teachers and school staff in the areas of school climate, safety, and health; and
  - v. For the SLS Demonstration Hub project, SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators at each feeder school will attend each other's Campus Collaborative to assist the planning of family engagement events, as needed, and help plan and implement the events through partnership.
- d. Data Collection



- i. Gather and track services provided to students and families, and develop and submit monthly and quarterly reports to the BHSD.
    - e. Systems Integration
      - i. Integrate SLS initiative with current school (district) systems (e.g., Positive Behavioral Intervention Support, Multi-Tiered Systems of Support).
  9. Contractor shall complete an SLS Action Plan within the first month of Agreement execution. The plan shall be completed on a template provided by the BHSD.
  10. Perform other duties as assigned by the BHSD.

### **C. DELIVERABLES AND MILESTONES**

1. Contractor shall hire three (3) SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators with the following qualifications:
  - a. Education: B.A. or B.S. Degree in social work, counseling, or health related fields;
  - b. A minimum of two (2) years working with children or adolescents;
  - c. Experience working effectively with a multi-cultural community, and with service agencies and organizations; and
  - d. Experience working in a school-based or community-based program is preferred.
2. Contractor shall give preference to candidates for the SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator positions with the following qualifications:
  - a. Knowledge of and experience in behavioral management and strategies;
  - b. Knowledge of and experience in computer applications, such as Word, Excel, PowerPoint, and Outlook;
  - c. Knowledge of and experience in computer software, such as Windows and Acrobat, and a working knowledge of data entry;
  - d. Ability to gather, maintain, analyze, and interpret large scale assessment and program evaluation data;
  - e. Ability to communicate effectively in both oral and written forms;
  - f. Ability to follow and understand oral and written instructions and pay close attention to details; and
  - g. Ability to organize work, set priorities, meet deadlines, follow up on assignments, and perform multiple tasks with accuracy.
3. Contractor shall require SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators to obtain the following clearances before working with students:
  - a. Tuberculosis Clearance;
  - b. Fingerprint/Criminal Justice Clearance; and
  - c. Other clearances, as required by the School District.
4. Contractor shall monitor the SLS Coordinators' and/or Contractor's designated existing position of school and community engagement facilitator performance.
5. Contractor shall meet with the BHSD quarterly to review the SLS Coordinators' and/or Contractor's designated existing position of school and community engagement facilitator

- activities and verify that tasks described in this Agreement are being performed satisfactorily.
6. SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators shall complete duties and responsibilities described in this Agreement.
  7. SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators shall provide ongoing written updates to the BHSD on professional activities, specifically in facilitating relationships between schools and service providers.
  8. Contractor shall provide the BHSD with quarterly reports assessing the following factors:
    - a. SLS Coordinators' and/or Contractor's designated existing position of school and community engagement facilitator performance of the duties as detailed in this Agreement.
    - b. Adherence to the guidelines of the SLS Strategic Plan.
    - c. Labor distribution, a breakdown of the number of hours spent performing the following service types (Exhibit 2):
      - i. Service coordination and collaborative development
      - ii. Administrative duties and data collection
      - iii. Training
  9. Contractor shall develop and sustain partnership with the community FRCs and refer families to FRCs for resources and services as appropriate.

#### **D. PERFORMANCE STANDARDS**

1. For the SLS Demonstration Hub project, Contractor shall implement and evaluate all the elements listed in the SLS Elements of Parent and Family Engagement (Exhibit 6) in their family engagement activities.
2. For the SLS Demonstration Hub project and other designated schools receiving family engagement funding, Contractor shall use strategies for the parent engagement activities as described in the SLS Elements of Parent and Family Engagement (Exhibit 6), and as outlined in the SLS Action Plan. Funding covers expenditures for family engagement strategies, and other BHSD pre-approved program strategies that lead to student academic success. Child supervision and food purchase must not exceed 6% of the family engagement budget.
3. For the SLS Demonstration Hub project, the SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators from each feeder school shall meet at least on a monthly basis to ensure services are transitioned smoothly among students and families transferring from one feeder school to the other, and plan and implement joint family engagement events and programs as appropriate.
4. SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators shall be supervised by a District Administrator (e.g., Director of Student Services). The SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators and District Administrator shall meet regularly to discuss progress, budget expenditures, and fidelity to feeder model (e.g., Coordinators' partnership between schools and continuity of services for transferring students).

5. BHS D staff shall monitor and evaluate all deliverables, milestones, reports, and performance standards to ensure Contractor hires SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators that meet the performance standards pursuant to this Agreement. SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators shall provide services in alignment with SLS Strategic Plan.
6. Contractor shall ensure that the SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitator attend all SLS Coordinator and/or the Contractor's designated existing position of school and community engagement facilitators meetings and trainings to support coordinator duties on a schedule established by the BHS D. These meetings may include participation in Reflective Practice.
7. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328, and California Civil code section 56.10, et seq.
8. Contractor will maintain confidentiality of medical and psychiatric records of clients as required by law, including, but not limited to:
  - a. California Welfare and Institutions Code section 5328 et seq.; and
  - b. California Evidence Code section 1010 et seq.
9. The BHS D Contract Monitor and Contractor shall meet quarterly to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation in the upcoming fiscal year. When Contractor's program operation falls below the standard stated in the Agreement, a progression of steps shall be implemented to assist in resolving the issue(s). These steps include:
  - a. The BHS D Contract Monitor shall send a letter alerting Contractor that the program is operating below Agreement standards and listing some possible corrective measures;
  - b. The BHS D Contract Monitor shall schedule a meeting with Contractor to develop a Corrective Plan of Action;
  - c. A formal group meeting shall be convened between County representatives and Contractor to determine next steps to be taken to assist Contractor in meeting contractual commitments; and
  - d. Recurring compliance issues with Contractor that remain unresolved during the fiscal year may be referred by the BHS D Contract Monitor to the BHS D's Compliance and Privacy Manager for further review and possible actions.
10. Contractor shall maintain all records related to services provided pursuant to this Agreement as required by federal, state, and local laws and regulations, for the duration of this Agreement through the applicable retentions period. Contractor understands and agrees that the County has the right to audit the foregoing records and will supply copies of any records related to this Agreement to the County, at Contractor's expense.

Contractor will provide any copies requested by the County within ten (10) business days.

11. Contractor agrees that the County is providing funding for non-religious purposes and that County funding may only be used for such purposes. Contractor is prohibited from providing services under this Agreement based upon religious affiliation.
12. MHSA and SLS Demonstration Hub Program Goals and Outcomes
  - a. The County's MHSA SLS Coordinators and/or Contractor's designated existing position of school and community engagement facilitators are funded under the Prevention and Early Intervention (PEI) component of the MHSA. The Contractor shall implement the MHSA SLS Coordination in accordance with California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 6.
  - b. The County's MHSA SLS Coordination and the SLS Demonstration Hub project goals are listed below. Contractor shall ensure program goals are achieved and be able to demonstrate outcomes achieved through data collection and reporting.
    - i. Reduction of stigma and discrimination;
    - ii. Reduction of disparities in access to mental health services;
    - iii. Reduction of psycho-social impact of trauma;
    - iv. Prevention and early intervention of at-risk children, youth, and young adult populations experiencing onset of serious psychiatric illness;
    - v. Reduction and prevention of suicide risk;
    - vi. Increase of student attendance in school;
    - vii. Increase of social and emotional competency in youth; and
    - viii. Increase of parent engagement with school personnel.
  - c. Objectives are as follows:
    - i. Engage underserved children, youth, and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance abuse, community violence, interpersonal family violence, general neglect, and exposure to trauma;
    - ii. Increase school engagement, attendance, and achievement;
    - iii. Prevent/decrease juvenile justice involvement;
    - iv. Prevent/decrease child welfare involvement;
    - v. Increase positive family engagement in and experience of care; and
    - vi. Increase and strengthen natural support systems for children, youth, and families.
  - d. Key Outcomes are as follows:
    - i. Contractor shall meet staffing requirements as specified in this Agreement.
    - ii. BHSD will work with Contractor to establish the following target benchmarks:
      - a) Improve access to services;
      - b) Increase positive experience of service;
      - c) Demonstration site schools will see a decrease in truancy rates over the duration of the program;
      - d) Demonstration site schools will see a reduction in the number of school referrals to the school administration for social and behavioral problems;

- e) Demonstration site schools will see an increase in social and emotional resiliency in youth;
  - f) Improved academic performance;
  - g) Parents will express high level of engagement working in partnership with teachers and administration, aimed at the educational attainment of their child; and
  - h) School personnel will express a high level of engagement by working in partnership with parents.
- iii. Family Engagement program outcomes include:
- a) Improved connectedness to school;
  - b) Improved connectedness to their child;
  - c) Improved health/well-being;
  - d) Improved academic performance;
  - e) Improved attendance;
  - f) Involvement with the child's education; and
  - g) Positive school climate/safety.

**13. Measurement Method**

- a. The BHSD shall work with Contractor to establish outcome measurement methods may include the following:
  - i. SLS data collection (provided by the BHSD)  
Due: January, April, July, and October
  - ii. Monthly labor distribution (Exhibit 2)  
Due: January, February, March, April, May, June, July, August, September, October, November, and December.
  - iii. Quarterly Report (Exhibit 3)  
Due: January, April, July, and October
  - iv. Service Inventory (Exhibit 4)  
Due: Annually in October

**E. PAYMENT SCHEDULE**

- 1. Contractor shall allocate and spend funds according to Exhibit B (FY19).
- 2. Contractor shall submit monthly invoices to the BHSD Contract Monitor for costs incurred under this Agreement.
  - a. District employees with benefits: If an SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator is a district staff, the position may be salaried.
  - b. Contracted positions: If an SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator is a contracted staff, the BHSD funding should be used to reimburse for only times worked and not for vacation or sick leave. The school district is responsible to develop hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator and/or Contractor's designated existing position of school and community engagement facilitator should be paid the set hourly wage amount for the times worked for each pay period.
  - c. Contractor will invoice for services within two (2) months of completion of events, programs, and workshops.

- d. Contractor will invoice for purchases within one (1) month.
3. Format of invoices shall comply with the Family & Children Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
  - a. Contractor's name and address, date, invoice number, total invoice amount, prior drawdowns, current balance, current drawdown, and available balance.
  - b. Description of the services/deliverable and total hours of services rendered; and
  - c. Invoices, receipts, and supporting documents.
4. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
5. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.
6. Contractor shall provide the BHSD with contact information for the fiscal representative who is responsible for submitting invoices.
7. Contractor shall provide two (2) separate invoices. One invoice will be submitted for the County's MHSA SLS Coordination and the other for the SLS Demonstration Hub project.
8. Contractor shall return all purchased electronics (e.g., Chromebooks, iPads, Laptops) and supplies (e.g., translation headset, laminator) at the completion of the Agreement.

Feeder Model: Castro Elementary  
 and Graham Middle

SCHOOL NAME: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
 PROGRAM NAME & TITLE: School Linked Services Programming

<u>EXPENSE CATEGORY</u>		<u>\$/FTE</u>
<u>PERSONNEL</u>		
<u>FTE</u>		
	<u>Classification</u>	
2**	SLS Feeder School Coordinator and/or School and Community Engagement Facilitator	\$63,000
1.00	SLS MHSA Coordinator and/or School and Community Engagement Facilitator	\$30,000
	<b>Subtotal Salary &amp; Benefits</b>	<b>\$93,000.00</b>
<u>OPERATING</u>		
<u>SCHOOL DISTRICT</u>		
	Family Engagement/Service Coordination ^	\$47,000
	Training & Travel	\$2,173.91
	Food/Childcare ^	\$3,000
	<b>Subtotal Ongoing Expenses</b>	<b>\$52,173.91</b>
<u>FEEDER MODEL SCHOOLS</u>		
	Family Engagement ^^	\$47,000
	Training & Travel	\$4,347.83
	Food/Childcare ^^	\$3,000
	<b>Subtotal Ongoing Expenses</b>	<b>\$54,347.83</b>
<b>TOTAL EXPENSE**</b>		<b>\$199,521.74</b>

Notes

\*\*School District will match for one Feeder School Coordinator and/or School and Community Engagement Facilitator

^ School District will provide a match (\$50 k) for family engagement/ service coordination at district level.

^^ School District will provide a match (\$50 k) for family engagement at feeder schools.

**ATTACHMENT C2**  
**Amendment to County Standard Provisions**

**Revised General County Provisions**

The following alternate language replaces the following provisions incorporated in Section VI of the Agreement:

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

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



sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

- 5) **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- 6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- 7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- 8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

- 9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this Agreement. (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer Contractor an opportunity to cure the breach.
- 10) **Subcontractors:** Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

**K. 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.

WAGE THEFT PREVENTION (Subsection T) has been removed from general County provisions. Provisions U, V, and W in the Agreement are hereby renumbered as T, U, and V, respectively.