

## Services Agreement

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Mountain View Whisman School District ("District") wishes to retain Health Connected to provide its sexual health instruction ("Program") at District site(s) on the basis set out below.

### District Information

Contact person and title	Cathy Baur, Chief Academic Officer
Phone number	(650) 526-3500
E-mail address	cbaur@mvwsd.org
Mailing address	1400 Montecito Avenue Mountain View, CA 94043

### Health Connected Information

Contact person and title	Abigail Karlin-Resnick, Executive Director
Phone number	(650) 367-1937, x14
E-mail address	abi@health-connected.org
Mailing address	P.O. Box 51984 East Palo Alto, CA 94303

### Program Plan

#### Timeframe for Program Delivery

Timeframe	July 1, 2021 through June 30, 2022
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#### Summary of Services

Grade(s) of students	5 <sup>th</sup> grade, 8 <sup>th</sup> grade
Program session dates	Mutually agreed upon dates arranged with each site
Expected # of teaching hours	5 <sup>th</sup> grade: 5 hours 8 <sup>th</sup> grade: 8-10 hours
Expected # of students	Approximately 900 students
Curriculum	<input checked="" type="checkbox"/> Puberty Talk <input checked="" type="checkbox"/> Teen Talk Middle School <input type="checkbox"/> Teen Talk High School <input type="checkbox"/> Teen Talk High School Refresher <input type="checkbox"/> Teen Talk Adapted for All Abilities

	<input type="checkbox"/> Teen Talk Youth in Alternative Settings
Delivery platform	<input checked="" type="checkbox"/> In-Person <i>(pending public health guidance)</i> <input type="checkbox"/> Distance Learning (online)
Additional Services	<input checked="" type="checkbox"/> Curriculum information session <input type="checkbox"/> Open <input checked="" type="checkbox"/> District-only <input type="checkbox"/> Workshop for parents/trusted adults <input type="checkbox"/> Workshop for families  Additional Notes: <i>Instruction can be provided online if required by public health protocols.</i>

**Fee**

<b>Fee</b>	District will pay Health Connected a fee of \$43,625* Itemized services: Instruction for 20 5 <sup>th</sup> grade classes (\$1,150/ea): \$23,000 Instruction for 15 8 <sup>th</sup> grade sections at \$1,375/section = \$20,625 2 <u>complimentary</u> MVWSD-only curriculum information sessions (one for each grade) (no cost, value of \$600/ea)  <i>*Fee will be billed based on actual number of classes/sections that receive instruction.</i>
<b>Payment timing</b>	District will pay Health Connected the fee as follows: 50% due at the beginning of the contract period 25% due halfway through the contract period 25% due upon completion of services  <i>If District cancels the Program, District will pay Health Connected for in-progress and completed work not yet paid for, as provided in Section 6.1 of the Terms and Conditions, and reimburse Health Connected for expenses stated above.</i>

**District Responsibilities (to be handled at the school site)**

- Provide a site contact person to coordinate Program delivery
- Distribute parent notification letters at least 14 days before instruction begins
- Receive parent requests to opt out of programming
- In-person instruction:
  - Provide Health Connected educators and staff access to school site(s) for Program sessions
  - Permit Health Connected educators and staff to use School's classroom supplies and equipment for Program purposes
  - Ensure that site personnel (e.g., teacher, counselor, administrator) be in the classroom at all times during Program sessions
  - Inform Health Connected of class schedule(s) and classroom location(s) for Program sessions
  - Ensure appropriate class size; classes or sections may not have more than 30 students without prior approval from Health Connected
- Distance learning instruction:

- Provide students with access to live webinars and asynchronous activities
- Allow Health Connected to collect the following data about students participating in Program:
  - 1) Demographics: grade level, age, gender, city, total number of students served
  - 2) Program evaluation: pre-test and post-test scores, student quotes in connection with Program

*All data will be aggregated and made anonymous. Data will be used only for purposes of program reporting and Health Connected communications.*

### **Health Connected Responsibilities**

- Deliver Program on Program session dates
- Develop and provide Materials (defined below) for Program
- Be respectful in all interactions with students and School staff, including respecting cultural, religious, and economic differences, ideas, and values
- Communicate with students only during Program sessions and not initiate or engage in unsupervised contact with students
- Not engage in any inappropriate communication with students, such as verbal abuse, swearing, or racist, sexist, or homophobic language
- Conduct prerequisite background check for Health Connected educators and staff who will be interacting with District students
- Provide report on number of students served and Program outcomes to District

This Services Agreement ("Agreement"), which consists of this form ("Program Plan") and the attached Terms and Conditions, creates a legal contract between District and Health Connected. The Agreement is acknowledged by the following representatives of District and Health Connected:

#### **Mountain View Whisman School District**


By: \_\_\_\_\_

Name: Cathy Baur

Title: Chief Academic Officer

Date: \_\_\_\_\_

#### **Health Connected**

By: 

Name: Abigail Karlin-Resnick

Title: Executive Director

Date: May 7, 2021

## **Background**

Health Connected is a nonprofit corporation whose mission is to equip young people with information, skills, and support to make thoughtful choices about their relationships and sexual health throughout their lives. Health Connected serves students, families, and educators through its sexual health education programs in California and throughout the country. Health Connected has developed and provides sexual health education programs, using their proprietary Puberty Talk/Teen Talk curriculum series.

Teen Talk is a middle- and high-school curriculum that addresses reproductive anatomy, pregnancy, contraceptive methods and abstinence, types of sexually transmitted diseases and how to prevent transmission, decision-making, identifying healthy and abusive relationships, talking to parents/trusted adults, and avoiding sexual coercion. Teen Talk educates youth about the importance of sexual health education through classroom-based lessons – both in-person classrooms and virtual classrooms. Teen Talk is designed to comply with California Education Code Sections 51930-51939 for delivery of comprehensive sexual health education and HIV/AIDS prevention education in public schools, and to meet the California Health Content Standards for Growth, Development, and Sexual Health.

Puberty Talk is a curriculum for Grades 5 and 6 that addresses changes during puberty, reproductive anatomy, pregnancy, decision-making, personal boundaries, and communication with parents/trusted adults. Puberty Talk consists of in-school lessons and is designed to comply with California Education Code Sections 51930-51939 (except section 51934, which does not apply to students under grade 7) and meet the California Health Content Standards for Growth, Development, and Sexual Health.

# Terms and Conditions

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## 1. Basic Agreement

### 1.1 Responsibilities

Health Connected and District will each carry out its respective responsibilities as described in the Program Plan.

### 1.2 Fee

District will pay Health Connected the fee in the amount(s) and on the date(s) as described in the Program Plan.

### 1.3 Expenses

Except for expenses to be reimbursed as described in the Program Plan, Health Connected and District are responsible for their own expenses in carrying out their activities under this Agreement.

## 2. Materials

### 2.1 Materials

During the Program, Health Connected will provide District and its students with curricula, lesson plans, reference documents, worksheets, parent communication templates, brochures, posters, forms, and other materials (collectively, "Materials").

### 2.2 Ownership of Materials

Health Connected owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used or shared by Health Connected in carrying out the Program. District acknowledges that the Materials are proprietary to Health Connected, and that no Materials will be deemed a work for hire.

### 2.3 License Grant for Program Use

Health Connected grants District a limited, non-transferable, non-exclusive license to use, copy, and distribute the Materials solely in connection with Program activities. For clarity, District will not (a) independently present the Materials during a lesson, professional development meeting, or workshop, or in any similar teaching or training environment without Health Connected's prior written consent; (b) provide the Materials to any third party other than teachers and students in the Program without Health Connected's prior written consent; or (c) use the Materials for commercial purposes, make any derivative works of, or otherwise modify the Materials except as permitted under the Program Plan.

## 3. Compliance

### 3.1 Compliance with Law

Health Connected and District will comply with applicable law, including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. Health Connected will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

### 3.2 Licenses and Permits

Health Connected will obtain and keep in force all licenses, permits, and certificates necessary for Program activities under this Agreement.

## 4. Data, Communication, and Confidentiality

### 4.1 Data Collection

Health Connected collects, analyzes, and disseminates data about its work in order to evaluate the effectiveness of its programs. To the extent permitted by law and to a reasonable degree, District will cooperate with Health Connected and any consultants or others engaged by Health Connected in connection with the evaluation of its programs' design, execution, and outcomes. Health Connected may publish the results of such evaluations and may identify District without first obtaining District's written consent.

### 4.2 External Communication

Health Connected may, subject to Section 4.3 of this Agreement, identify District as a client or "school partner" in internal and external communications, including, but not limited to, on Health Connected's website and in Health Connected's outreach materials. Subject to Section 4.3, Health Connected and District may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 4.1.

### 4.3 Confidentiality

In working together, Health Connected and District may share sensitive information with one another, including, but not limited to, information about students in the Program. Neither Health Connected nor District will disclose to any third party any Confidential Information (defined below) or proprietary information for any purpose other than as needed to implement the Program, without the prior written consent of the other party. "Confidential Information" means any and all non-public information regarding Health Connected or District, including its students. Confidential Information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed.

## 5. Insurance and Indemnification

### 5.1 Insurance

Health Connected is responsible for its own insurance and will maintain appropriate coverage for its Program activities under this Agreement.

### 5.2 Indemnification

Health Connected and District will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own

performance of activities under or breach of this Agreement. Neither Health Connected nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

### **5.3 Limitation of Liability**

Nether Health Connected nor District will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

## **6. Termination**

### **6.1 Termination on Notice**

Either Health Connected or District may terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective sixty (60) days after delivery of the notice. [If District terminates the Agreement under this Section 6.1, District will pay Health Connected for work then in progress as invoiced by Health Connected, and any previous work completed by Health Connected prior to the termination date for which payment is still outstanding. District will pay such amounts within thirty (30) days of receipt of invoice from Health Connected.]

### **6.2 Termination for Breach**

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

### **6.3 Return of Property; Survival of Provisions**

Following the expiration or termination of this Agreement and upon Health Connected's request, District will promptly return to Health Connected any Materials in its possession, and if applicable, Health Connected and District will each promptly return all Confidential Information to the other party. The provisions of Sections 2.2, 4.1, 4.3, 5.2, 5.3, 6.3, and 7 will remain effective after expiration or termination.

## **7. General Provisions**

### **7.1 Resolving Disputes**

If a dispute arises between Health Connected and District relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

### **7.2 Entire Agreement; Amendment**

This Agreement describes Health Connected and District's entire agreement and supersedes all prior or contemporaneous communications between Health Connected and District. This Agreement may be

amended only as stated in a writing signed by both Health Connected and District stating that it is an amendment to this Agreement.

### **7.3 Severability; Waiver**

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **7.4 Assignment; Subcontracts**

Health Connected may not assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of District, except that Health Connected may (a) assign all of its rights under this Agreement without District's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law; and (b) enter into subcontracts and independent contractor agreements to carry out its responsibilities under this Agreement without District's prior written consent.

### **7.5 Independence**

Health Connected and District are and will remain independent contracting parties. Health Connected will have sole responsibility for the planning, management, and implementation of its Program responsibilities, and the arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Health Connected nor District has the power or authority to bind or obligate the other to a third party or commitment in any manner.

### **7.6 Third-Party Beneficiaries**

Except as specifically provided in Section 5.2, this Agreement is for the exclusive benefit of Health Connected and District, and not for the benefit of any third party including, but not limited to, any employee, affiliate, student, or vendor of either party.

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