

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

Purchase Order Number:	4400007740	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 598,567.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 792,089.00		
Current Agreement End Date:	06/30/2022	New Agreement End Date:	06/30/2023		

**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	\$193,522	FY23 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:	Cathy Baur
Street Address *:	1400 Montecito Avenue
City, State, Zip *:	Mountain View, CA 94043
Telephone Number *:	(650) 526-3500
Email Address *:	cbaur@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:	Guadalupe Ramirez		
Street Address:	725 E. Santa Clara St.		
City, State, Zip:	San Jose, CA 95112		
Telephone Number:	(408) 299-7949		
Fiscal Contact (Accounts Payable Contact):	Angeleah Macatiag (669) 235-2152		
Contract Preparer:	Jason Truchon (669) 235-2111		

**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 all contracts before execution by Contractor or County Authorized Representative)</i>		Date:	
Contractor:		Date:	
County Authorized Representative: <i>(Procurement Department; President, 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:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Tiffany Lennear Clerk of the Board of Supervisors <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 Contractor in supervising a Service Coordinator to provide services in line with the School Linked Services (SLS). Please extend term through June 30, 2023.

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.*

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

 **Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 598,567
B.	Amount of increase or decrease: (Explain below)	\$ 193,522
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 792,089

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

See Exhibit B3 (FY23)

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

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement** **Amend Standard Provisions****W. COVID-19 REQUIREMENTS (IF APPLICABLE)**

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Exhibit D. Contractor shall comply with the requirements of this Section for the entire term of this Agreement. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

Or see Attachment \_\_\_\_\_ 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):	\$ 598,567 (FY20-FY22)
Financial obligation in current fiscal year:	\$ 193,522 (FY23)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 792,089 (FY20-23)

**Insurance**

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B \_\_\_\_\_ attached and incorporated by this reference.

## Exhibit B3 (FY23)

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM, DEPARTMENT OF BEHAVIORAL HEALTH SERVICES

AGENCY NAME: Mountain View Whisman School District  
 PROGRAM NAME: School Linked Services Coordinator  
 DIVISION: Children, Youth & Family System of Care  
 SUBDIVISION: PEI-P2, (SLS) Initiative

PO NUMBER: 4400007740  
 Cost Center: 4383  
 START DATE: July 1, 2022  
 END DATE: June 30, 2023

### PERSONNEL COSTS

Budget Items	FY2023	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
2.00   SLS Feeder School Coordinator	\$63,000	\$63,000
1.00   SLS MHSA Coordinator	\$30,000	\$30,000
Subtotal Salaries	\$93,000	\$93,000
Subtotal Personnel Costs	\$93,000	\$93,000

### NON-PERSONNEL COSTS

Budget Items	FY2023	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
Family Engagement/Service Coordination	\$47,000	\$47,000
Training & Travel	\$1,174	\$1,174
Food/Childcare	\$1,500	\$1,500
Feeder Model: Family Engagement	\$47,000	\$47,000
Feeder Model: Training & Travel	\$2,348	\$2,348
Feeder Model: Food/Childcare	\$1,500	\$1,500
Subtotal Operations Costs	\$100,522	\$100,522
Subtotal Non-Personnel Costs	\$100,522	\$100,522
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$193,522	\$193,522

### REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>	
PEI-P2, (SLS) Initiative	\$193,522	4383	100.00%
Total Revenue	\$193,522		

FY23: School District will match for one Feeder School Coordinator.

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

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

MHSABDGT-VER01.02

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH  
COVID-19 VACCINE REQUIREMENTS  
(Revised January 4, 2022)**

**Contractor Information:**

Contractor name:

Name of Contractor representative:

Contractor phone number:

Contractor email address:

**Contractor Certification.** On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor has also reviewed and is in compliance with the State of California's July 26, 2021 Public Health Order and December 22, 2021 Public Health Orders. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
  - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County<sup>1</sup> are:
    - i. Fully vaccinated against COVID-19 and, as of January 24, 2022, up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**

<sup>1</sup> As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
  - b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible, to any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.<sup>2</sup> Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible may not work in higher-risk settings at County facilities.<sup>3</sup>
4. If any of contractor's workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.

//

//

//

//

//

---

<sup>2</sup> If contractor sends workers who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

<sup>3</sup> "Higher-Risk Settings" are those identified in the Order of the Health Officer of the County of Santa Clara Requiring Up-to-Date COVID-19 Vaccination of Personnel in Higher-Risk Settings, *available at: <https://covid19.sccgov.org/december-28-2021-booster-health-order>*. There are certain high-risk roles and high-risk areas that are not within higher-risk settings. Regardless of exemption status, effective no later than February 1, 2022, County personnel are not permitted to work in these high-risk roles and high-risk areas if they are not fully vaccinated and, as of January 24, 2022, up-to-date.

5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

cathy Baur

\_\_\_\_\_  
Name of authorized representative of  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date