



**COUNTY OF SANTA CLARA  
SERVICE AGREEMENT**

Version 2.1.2024

**SECTION I: GENERAL INFORMATION**

Contractor Name: (As Displayed in SAP)	Mountain View Whisman School District		
Purchase Order Number:			
Agency/Department Name:	Behavioral Health Services Department	Department Number:	0415
Brief Description of Services	Contractor shall conduct School Linked Services (SLS) Program, including Family Engagement (FE), Prevention and Early Intervention (PEI) Program, and SLS Outpatient Program (SLS OP).		

**Maximum Financial Obligation**

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$ 193,522.00
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**Term of Agreement**

Start Date: 07/01/2024	End Date: 06/30/2025
Note: When left blank, start date will be the date executed by Authorized County Representative.	

**For County Use Only**

	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	\$ 193,522.00	FY25 Services	
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						



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**SECTION II: PARTIES TO AGREEMENT**

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. 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 Ave.				
City*:	Mountain View	State:	CA	Zip:	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**

Agency/Department:	Behavioral Health Services Department				
Program Manager/Contract Monitor Name:	Sonia Gutierrez				
Street Address:	725 E. Santa Clara St.				
City:	San Jose	State:	CA	Zip:	95112
Telephone Number:	(669) 331-5935				
Fiscal Contact: (Accounts Payable Contact)	Angeleah Macatiag (669) 235-2152				
Contract Preparer:	Martin Cruz (408) 693-2088				



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**SECTION III: CONTRACT AUTHORIZATION**

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County’s insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**SIGNATURES**

*Contract is not valid until signed by Contractor, County Counsel and County’s Authorized Representative.*

County Agency/Department Manager:		Date:	
County Agency/Department Fiscal Officer:		Date:	
County Counsel Approval as to Form and Legality		Date:	
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:		Date:	
County Authorized Representative:		Date:	
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Curtis Boone Acting Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



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**SECTION IV: DETERMINATION OF RELATIONSHIP STATUS**

Dependent/Independent status is an important relationship distinction. It determines the contractor’s eligibility for Medicare and Social Security, Public Employees’ Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor’s responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? <b>If the answer to any of these questions is YES, select YES from the dropdown.</b>	No
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— <b>answer YES</b> . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— <b>answer NO</b> .	No
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select “No” from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) <b>Enter below the business license number and the city/entity where issued.</b>	No Select...
<b>Bus. License #:</b>	<b>Issued by:</b>
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer “NO” to this question. Be sure this answer matches the contract payment schedule in Section V.	No
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No
If <u>at least 5</u> of the above questions were answered “ <u>NO</u> ”, Contractor is an <b>Independent Contractor</b> .	<input checked="" type="checkbox"/>
If <u>5 or more</u> of the above questions were answered “ <u>YES</u> ”, Contractor is a <b>Dependent Contractor</b> , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee’s Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit <a href="http://www.ceo">www.ceo</a> for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor’s tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

<b>Contractor’s Initials:</b>	<b>Dept. Fiscal Officer’s Signature:</b>
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**SECTION V: CONTRACT SPECIFICS**

**A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)**

Please see Exhibit A1: General Contract Requirements.  
Please see Exhibit A2: School Linked Services (SLS) Programs.

Or  See Attachment: \_\_\_\_\_ incorporated by this reference.

**B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE**

Please see Exhibit A1: General Contract Requirements.  
Please see Exhibit A2: School Linked Services (SLS) Programs.

Or  See Attachment: \_\_\_\_\_ Incorporated by this reference.



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**C. PERFORMANCE STANDARDS**

Please see Exhibit A1: General Contract Requirements.  
Please see Exhibit A2: School Linked Services (SLS) Programs.

Or  See Attachment: \_\_\_\_\_ Incorporated by this reference.

**D. PAYMENT SCHEDULE**

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

**Is contractor a Community Based Organization (CBO)?**

Yes   
No

Please see Exhibit B (FY25).

Or  See Attachment: \_\_\_\_\_ Incorporated by this reference.



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**STANDARD PROVISIONS**

Changes to the terms and conditions in this section require approval of County Counsel

**A. ENTIRE AGREEMENT**

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**B. AMENDMENTS**

This agreement may only be amended by a written instrument signed by the Parties.

**C. CONFLICTS OF INTEREST; POLITICAL REFORM ACT**

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure 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 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 use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor’s employees, agents, 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 Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide 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 “mak[ing] a governmental decision” or “serv[ing] in a staff capacity” and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor’s service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file 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.

**D. LEVINE ACT COMPLIANCE**

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor’s proposal responding to a County solicitation and/or identified in this Agreement (“Subcontractors”) comply, with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the



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Board of Supervisors website at http://www.sccgov.org/levineact, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

F. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor 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 (15 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.

H. WAIVER

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

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit \_\_\_\_, incorporated by this reference. (Requires County Counsel Approval)

J. 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





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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 Subsection H, 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



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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.

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. 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.

**L. 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.

**M. FOOD AND BEVERAGES 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.

**N. 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.



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**O. 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.

**P. THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

**Q. 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.

**R. 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 VII of this agreement.

**S. 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



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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.

## T. COUNTY DATA

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

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

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

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

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

## U. PAYMENT TERM

[NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO’s in Section V. (D) PAYMENT SCHEDULE]

The County’s standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

## V. 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





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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.

**W. LIVING WAGE (IF APPLICABLE)**

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.

**X. COVID-19 REQUIREMENTS (IF APPLICABLE)**

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section.

**Y. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor’s obligations upon termination or expiration of this Agreement.



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**SECTION VII: INSURANCE/INDEMNIFICATION**

Independent Contractors shall comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE



The following standard insurance and indemnification language is attached and incorporated into this agreement:

**Insurance Exhibit Name:** "B-2" attached hereto as Exhibit C



Modification or Waiver Attached (if appropriate)

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

**Workers Compensation:**

Does the contractor have employees?

If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.

Yes

**Owned Auto Insurance:**

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.

No

**Hired Auto Insurance:**

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.

No

**Non-owned Auto Insurance**

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If “YES” then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

*When “NO” is selected, this declaration will serve as a waiver for the specified type of insurance.*

**SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS**

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)



**A. Federal Required Language Attached**

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

**Exhibit Name:**



**B. State Required Language Attached**

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

**Exhibit Name:**

**The Exhibits named above are attached and incorporated by this reference.**



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**SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)**

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor’s terms and conditions that are different than, or add to the standard provisions’ language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input checked="" type="checkbox"/>	<b>Exhibit Name (s)</b>	Exhibit D- Standard Health System Provisions
<b>The Exhibits named above are attached and incorporated by this reference.</b>		

## **General Contract Requirements**

### **A. Service Description and Expected Outcome**

1. This Agreement aims to define the roles and responsibilities of all parties involved to foster an efficient, cooperative partnership in providing services to children, youth, and families. Objectives of this Agreement include:
  - a. Establish, maintain, and promote collaboration through effective and coordinated multidisciplinary services. These services include catering to the needs of children, youth, and families in specific communities throughout Santa Clara County.
  - b. Actively participate in the assessment of the service delivery system to support effective and efficient service delivery methods, including identifying and eliminating obstacles.
  - c. Engage in cross-system strategic planning and staff development that results in a shared philosophy, the use of standard and consistent policies, and a commitment to develop and implement a service delivery system that integrates case management and supports a multidisciplinary approach.
  - d. Integrate services identified in this Agreement with the Contractor's existing processes and services.
2. Mountain View Whisman School District ("Contractor") shall collaborate with Behavioral Health Services Department (BHSD) to facilitate the provision of support services on or near a school campus by BHSD staff and County Contracted Providers (CCPs).
3. BHSD and Contractor shall collaborate to integrate and implement support services to align with the Multi-Tiered System of Support (MTSS) framework. This framework is comprised of a multi-level continuum of prevention and early intervention support services, including specialty mental health services, supporting social, emotional, and behavioral instructional intervention supports that are evidenced-based and culturally responsive.

### **B. Deliverables, Milestones, Timelines for Performance**

1. BHSD shall provide the following:
  - a. Meet with the School District Superintendent, the school liaison, and, if applicable, the school site designee to provide feedback, gather information, evaluate the program's effectiveness and service delivery, and provide updates on contract changes.
  - b. Provide support to the Contractor supporting the implementation of the School Linked Services (SLS) Services Program, processes, and interventions as needed.
  - c. Meet quarterly, at a minimum, with the Contractor to review deliverables and collaboratively assess the progress of the SLS Services Program to determine if any changes are necessary for quality improvement.
  - d. If necessary, BHSD shall provide additional support to Contractor to ensure the success of the SLS Services Program. If a need for additional support is identified, the BHSD shall provide the following supportive measures:
    - 1) BHSD Program Monitor shall send a letter alerting the Contractor that the SLS Services Program has been identified as requiring additional support to ensure program success;
    - 2) BHSD Program Monitor shall schedule a meeting with the Contractor to develop and collaborate on a Corrective Plan of Action to support program success;



- 3) BHSD shall hold a collaborative meeting between BHSD and Contractor to discuss and determine the Corrective Plan of Action to ensure program success; and
  - 4) Recurring compliance issues with the Contractor that remain unresolved during the fiscal year may be referred by the BHSD Program Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
2. The Contractor shall provide the following:
- a. Contractor shall provide information to assist in coordinating referrals such as, identifying a school liaison for BHSD staff and CCPs, school contacts and information, referrals procedures, and coordination.
    - 1) Contractor shall update and maintain a school liaison for BHSD staff and CCPs.
  - b. Contractor shall maintain referral logs containing current referral status, which shall be made available upon BHSD's request.
  - c. Contractor shall provide designated onsite space for Outpatient Peers, Family Partners, Case Managers, Family Specialists, Counselors and/or Clinicians to meet with students for confidential services.
    - 1) Contractor shall ensure that designated school provides access to adequate office and group meeting space necessary for BHSD staff and programs to provide confidential services in a consistent location.
  - d. Contractor shall facilitate provision of SLS Services Program services in the student's home, community, or any other setting as appropriate, in addition to on-site.
  - e. If needed, the Contractor shall provide space to secure any student information in compliance with the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) regulations.
  - f. Contractor shall orient and integrate the SLS Services Program in existing school processes.
  - g. Contractor shall facilitate the introduction of service provider(s) at student orientations to support the concept of treatment provider(s) being an integral part of school support services.
  - h. Contractor shall facilitate adequate referrals to justify BHSD staffing resources on campus.
  - i. Contractor shall ensure and/or facilitate BHSD staff having reasonable access to student attendance, grades, and other pertinent data contained in their computerized Information Technology System, to the extent permitted by law and with appropriate consents where required.
  - j. Contractor shall also ensure and/or facilitate access to school system telephones and/or dedicated telephone lines, copy machines, fax machines, or other equipment for BHSD staff to support the provision of the SLS Services Program. BHSD management shall consider the provision of this equipment as an in-kind contribution in partial satisfaction of the co-investment/match requirement set forth in Exhibit A2 and Exhibit B.
  - k. Contractor shall ensure that designated school sites provide BHSD staff access to the school facility to provide the SLS Programs as needed, and refer these services to students and their families, during and after regular school hours of operation. This may include evenings and academic holidays, vacations, and summer months. Keys and other items necessary to access confidential space for individual and group services shall be provided as requested.
  - l. Contractor agrees that BHSD School-Based Services staff may provide services throughout the calendar year. Contractor shall encourage and promote continued collaboration between the Contractor and BHSD staff to utilize services during academic vacations.

- m. Contractor shall provide BHSD with a current copy of the current fire clearance for each school site, including Contractor's site.
- n. Contractor shall provide timely notification to BHSD Program Monitor of any specific policy, school site, or Contractor ordinance impacting BHSD Program Monitor providing on-site services, such as:
  - 1) Change in Contractor policies and processes; and
  - 2) Change in personnel clearances.
- o. Contractor shall maintain all records related to services provided under this Agreement as required by federal, state, or local law and regulations, and at a minimum for the duration of this Agreement through the applicable retentions period. Contractor understands and agrees that the County has the right to audit the preceding records and shall provide copies of the records to the County at the Contractor's expense. Contractor shall provide any copies the County requests within ten (10) business days.
- p. Contractor agrees that the County provides funding for non-religious purposes and funding may only be used for such purposes. Contractor is prohibited from providing or failing to provide agreed-upon services under this agreement based upon religious affiliation.
- q. 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 et seq., California Civil Code section 56.10, et seq., and California Evidence Code section 1010 et seq.
- r. Students and families participating in the program may authorize the County or service providers to share certain information regarding their participation in the program with the Contractor.
  - 1) Contractor agrees to treat all such information as confidential and must use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement.
  - 2) Contractor may not release any of the information above to any entity or party other than the County or its designated service providers without the express written consent of the appropriate County manager or as may be required by law.
  - 3) Should the Contractor receive a subpoena, court order, or other legal document requiring release of the information or is informed that such a document is being requested, the Contractor must immediately give notice to the appropriate County manager to permit the County to seek a protective order or other similar order.
- s. Contractor shall align with the SLS Program aim to improve the coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.
- t. Other requirements:
  - 1) Contractor shall continuously work to improve coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.

**C. Conflict Resolution**

1. The parties agree that differences of opinion regarding personnel or service practices of both parties shall be discussed as soon as possible following awareness of a conflict. All parties shall attempt early resolution of conflicts, including discussion of relevant facts, agreements, policies, and State and Federal law. If the resolution is not obtained, then decisions shall be made after a discussion between the management representatives of County and Contractor.

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## School Linked Services (SLS) Program Requirements

### A. Service Description and Expected Outcome

1. In 2004, California voters passed the Mental Health Services Act (MHSA). The program aims to improve California's behavioral health system to better serve individuals and families facing serious mental health issues and those at risk of them. The MHSA Initiative covers a wide range of prevention, early intervention, and service needs, as well as the necessary infrastructure, technology, and training to support behavioral health services, including school-based services.
2. The SLS Program partners with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS Program encompasses service coordination for students and their families to community resources, school-based behavioral health services, as well as other supporting services as needed. 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. MHSA Prevention and Early Intervention (PEI) category includes SLS Programs related to school based behavioral health services through programs such as SLS PEI, SLS Outpatient (OP), and other programs funded by the State in schools throughout the County along with the SLS Family Engagement (FE) program, which provides service coordination and linkage, and is a co-invested funded program between the BHSD and Contractor. Contractor's co-investment/match requirement is set forth in Exhibit B.
  - a. Contractor shall implement the SLS Program per the California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 7
  - b. Contractor shall provide equitable opportunities within schools and communities for students to have universal access to mental health services.
  - c. Contractor shall develop an implementation of a system of supports correlated to the Multi-Tiered System of Support (MTSS) model and MHSA outcomes per MHSA PEI guidelines including but not limited to:
    - 1) Suicide
    - 2) Incarceration
    - 3) School failure or dropout
    - 4) Unemployment
    - 5) Prolonged suffering
    - 6) Homelessness
    - 7) Removal of children from their home
4. The SLS Programs aim to:
  - a. Provide culturally competent, coordinated services that meet the students' needs with an emphasis on prevention and early intervention;
  - b. Build stronger relationships between parents or caregivers and teachers and schools;
  - c. Foster a positive school climate and culture; and

- d. Make schools into community hubs and build local services and supports; and using data to facilitate and inform services, track results, and improve interventions.

**B. Roles and Responsibilities for all SLS Program Categories**

1. The BHSD shall provide the following:
  - a. Monitor the SLS Program and communicate information to various audiences, including stakeholders, the Mental Health Oversight and Accountability Committee (MHSOAC), the executive steering committee, and the Board of Supervisors about program process and outcome measures.
2. The Contractor shall provide the following:
  - a. Attend County Contracted Provider (CCP) and Contractor meetings at a minimum of two (2) times per year.
  - b. Attend stakeholder meetings.

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**Program #1: Family Engagement (FE) Program**

**A. Service Description and Expected Outcome**

1. Contractor shall assign an SLS Coordinator to provide FE Program activities and service coordination for the school district.
2. The FE essential elements shall be conducted through partnership and communication across the school-level and district-level leadership teams (e.g., MTSS or other school-based leadership teams) for the school administrators, teachers, staff, families, students, and SLS Coordinators to understand the purpose of the FE Program ensuring full integration with existing service delivery processes.
3. The FE Program includes the following four (4) SLS Essential Elements:
  - a. Service Coordination;
  - b. Family Engagement;
  - c. Campus Collaborative; and
  - d. Co-investment.
4. The FE Program shall be fully integrated with the existing service delivery system (e.g., embedded within the Department of Student Services) and streamlined with existing initiatives and programs (e.g., MTSS and Positive Behavioral Interventions and Supports [PBIS]) to coordinate services effectively.
5. Contractor shall serve all school sites within the school district. SLS Coordinators shall provide FE activities and service coordination to programs, services for students and their families.

**B. Roles and Responsibilities**

1. BHSD's roles and responsibilities are the following:
  - a. Meet with the Contractor on a regular basis to provide feedback, evaluation, and updates on contract changes.
  - b. Provide logistical support to assist Contractor in implementing the FE Program at the initiation of services and ongoing as needed.
  - c. Meet quarterly with the Contractor to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year.
  - d. Support the assigned SLS Coordinator(s) with training on data collection, accessing BHSD Children, Youth, and Family System of Care, the BHSD Call Center, County resources, and utilization of budget, if applicable.
  - e. SLS Coordinator(s) shall receive training in areas such as service coordination, early childhood development, and trauma informed care.
2. Contractor's roles and responsibilities are the following:
  - a. Develop an initial SLS Integrated Implementation Plan in partnership with the BHSD to comprehensively delineate how FE Program shall be fully integrated with existing systems.

Mountain View Whisman School District  
Exhibit A2: School Linked Services (SLS) Programs

- b. The SLS Integration Implementation Plan shall be reviewed by the BHSD and Contractor annually or during specific times when changes may occur.
  - c. Meet on regular basis with BHSD to engage in and participate in ongoing training(s), meetings, data collection processes and collaboration.
  - d. Serve all school sites assigned within the Contractor and develop referral mechanisms to support participant access to all MTSS services.
  - e. Hire, employ, onboard, train, and supervise the school district-level SLS Coordinator and, if applicable, the school site SLS Coordinator.
  - f. Assume responsibility for all costs associated with hiring, onboarding, training, and expenses required to maintain personnel licenses current, if applicable.
  - g. Ensure the SLS Coordinator follows school district protocol and procedure to address crisis situations and assist in connecting students to appropriate services.
  - h. Provide SLS Coordinator with equipment needed to conduct their scope of services. Such equipment may include, but is not limited to, laptop, cellphone, etc.
  - i. School district employees with benefits: If an SLS Coordinator is a school district staff member, the position may be salaried.
  - j. Contracted positions: If an SLS Coordinator is a contracted staff, the BHSD funding should be used to reimburse for only times worked and not for vacation or sick leave. The Contractor is responsible for developing the hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator should be paid the set hourly wage amount for the times worked for each pay period.
3. SLS Coordinator's roles and responsibilities are the following:
- a. Ensure supplemental information associated with data outcomes and referrals is generated.
  - b. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
  - c. Build and maintain strong collaboration and communication with Contractor, BHSD Program Monitor, service providers, families, community based organizations, and other stakeholders as needed.
  - d. Facilitate and organize FE activities to support the Contractor's efforts in establishing a safe and welcoming environment for students, families, community, etc.
  - e. Plan, implement, and evaluate FE events, workshops, and projects at designated schools that align with the SLS goals and outcomes. FE plans shall be based on the needs of each school and informed by input from students, families, and the Campus Collaborative members.
  - f. SLS Coordinator(s) shall ensure that all FE activities have been approved by BHSD.
    - 1) If an activity has not been approved previously, the SLS Coordinator shall submit a request for approval to the BHSD Program Monitor.
  - g. Track and log all service needs, including all partnerships with each school in a School District Service Inquiry.
  - h. Track and link students and their family referrals to internal and external programs, services, and activities to address their needs.
  - i. Participate in BHSD-facilitated meetings such as, but not limited to, the bi-monthly SLS Learning Collaborative and bi-monthly SLS Resource Training

- j. Serve as primary liaison – through effective communication and partnership – between the BHSD, Contractor, CCPs, and community-based organizations to support the needs of the students and their families through activities such as educational events, consultations, and coordination of resources.
- k. Participate in focus groups with the SLS Learning Collaborative to share information on successes, challenges, barriers, lessons learned, and other discussion topics.
- l. SLS Coordinator shall partner with the Campus Collaborative members to conduct the SLS Services Program needs assessment and implement FE activities.

### **C. Deliverables**

1. BHSD's deliverables are the following:
  - a. BHSD Program Monitor shall monitor and oversee service agreements and provide communication related to the FE budget.
  - b. Meet quarterly with the Contractor to review Agreement deliverables and collaboratively assess the FE Program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year.
  - c. BHSD Program Monitor shall facilitate the relationship between the Contractor and CCPs.
  - d. Facilitate a bi-monthly learning collaborative meeting among all SLS Coordinators throughout Santa Clara County to build partnerships, increase knowledge, and gain support.
  - e. Organize bi-monthly resource training to inform SLS Coordinators and like positions about community-based organizations, County departmental programs and supports, and age-appropriate programs including intervention services available for students.
  - f. Provide training on data collection and reporting processes, Children, Youth, and Family System of Care, how to access specialty mental health services, and the SLS Initiative overview.
2. Contractor's deliverables are the following:
  - a. Collect and submit data to BHSD on a quarterly basis.
  - b. SLS Coordinator(s), in partnership with school- and school district-level staff, shall fully integrate the FE Program with existing systems within the Contractor and accomplish the following:
    - 1) Community Partnership and Service Coordination
    - 2) Facilitate and/or organize a minimum of one (1) quarterly FE event or workshop
    - 3) Plan FE events, workshops, and projects (activity/activities) to occur at least four (4) times per year, including prior to or at the beginning of the school year
3. Campus Collaborative at Designated School Sites
  - a. Develop, manage, and facilitate Campus Collaborative meetings at least four times (4x) per year to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders.
  - b. Gather input during the Campus Collaborative meetings and present findings for successful implementation of FE.
  - c. Assist in addressing school climate and support training needs of teachers and staff in areas such as school climate, safety, and behavioral health.



#### **D. Outcomes**

1. FE Program outcomes are the following:
  - a. Increase family access to community resources and services.
  - b. Improve family knowledge and behaviors regarding school support, health, and well-being.
  - c. Following SLS service coordination, FE, and workshop/series, families shall report:
    - 1) Gained knowledge about behaviors that support their child/family and increase well-being;
    - 2) Improved family relationships; and
    - 3) Increased their connectedness with school.
  - d. Improve student academic outcomes, health, and well-being.
    - 1) Students receiving strategic or intensive FE support and referrals (Tier 2 or 3 of MTSS) have improved or remained stable in one or more of the following:
      - a) Academic;
      - b) Attendance;
      - c) Behavior; and
      - d) Social-emotional well-being.
  - e. Improve school climate and school-family-community partnership.
    - 1) Members of the Campus Collaborative and school administrators shall report:
      - a) Improvement in school environment; and
      - b) SLS contributed to school climate and partnerships.
    - 2) Families shall report:
      - a) Ability to connect and engage with the school community; and
      - b) SLS Services Program positive contribution to sense of connection and engagement with the school community.
  - f. Increase student and family satisfaction of FE activities.
  - g. Improve service delivery of FE Program.
  - h. BHSD shall work with the Contractor to collect data demonstrating the achievement of the these outcomes. School and student-level data may be collected relative to these outcomes; however, student-level data provided to the BHSD shall be de-identified, and the BHSD's reports on outcomes shall only contain aggregated data.

#### **E. Outcome Measurements**

1. Contractor shall provide data for program evaluation including but not limited to:
  - a. Deidentified student data collected after the end of each quarter, including demographics, service coordination (e.g., number of referrals, referral type, referral status, etc.), FE activities (e.g., number, type, and names of family engagement programs, etc.).
  - b. Narrative report collected after the end of quarter three (3) including successes, areas of strength, challenges, lessons learned, and success stories.
  - c. Service inventory information collected annually after the end of the second quarter.
  - d. Responses to the SLS FE Survey, which Contractor shall distribute at SLS Program events and series.
2. Contractor shall provide data related to the goals and outcomes listed above for outcome measurements. Methods for data collection may include, but shall not be limited to the following:

- a. Service Link Application in Santa Clara County Office of Education (SCCOE) DataZone; and
  - b. SLS Excel Data Collection Tool to be provided by the BHSD Program Monitor.
3. Prior to submitting data, Contractor must ensure:
    - a. Data is de-identified;
    - b. Data entry is complete, and all required indicators are collected for each entry; and
    - c. SLS Coordinator reviews data before submission.
  4. Contractor shall support BHSD with collecting data on the Contractor and student (e.g., student, parent, family member, community member, etc.) satisfaction by disseminating surveys (e.g., SLS FE Survey, etc.) to program students at frequency determined by BHSD.
    - a. Other data collection tools may be implemented to support SLS Services Program data and evaluation and continuous quality improvement.

**F. Payment**

1. Contractor shall allocate and spend funds according to the Exhibit B (FY25) budget provided by the BHSD.
2. Contractor shall identify, track, and monitor the Contractor's co-investment to the FE program.
3. Contractor shall submit monthly invoices to the BHSD Program Monitor and BHSD Finance department for costs incurred under this Agreement.
  - a. Contractor shall include fiscal expenses incurred only from July 1, 2024, to June 30, 2025.
  - b. Contractor shall invoice for services within two (2) months of completion of events, programs, workshops, and completion of training(s).
  - c. Contractor shall invoice for purchases within one (1) month, if applicable to the budget.
4. Format of invoices shall comply with the Children, Youth, and Families 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, invoice date, invoice period being billed, 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.
5. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
6. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.

Mountain View Whisman School District  
Exhibit A2: School Linked Services (SLS) Programs

7. Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.
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, if purchased utilizing the program budget.

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## **Program #2: Prevention and Early Intervention (PEI) Program**

### **A. Service Description and Expected Outcome**

1. Under this Program, BHSD and Contractor shall collaborate to facilitate the provision of PEI Program services described below by one or more CCPs.
2. The PEI Program Strengthening Families and Children Project seeks to prevent or intervene early in the development of emotional and behavioral problems in school-age children.
3. PEI provides evidence-based parenting strategies, classroom-wide social skills training, family workshops, therapy, and other services. Therapy is available for students who may be experiencing symptoms ranging from behavioral and emotional distress to depression and anxiety caused by trauma or other factors. Evidence-based practices include but are not limited to:
  - a. The Strengthening Families Program (SFP) is a 14-session whole-family curriculum for PEI. While enhancing existing family support systems, SFP identifies needs and offers practical approaches to common problems. It addresses emotional regulation, bonding, attachment, resiliency, and the importance of supporting children during the difficult transitional years.
    - 1) SFP provides structured lessons to teach and improve skills and highlights the instructors' use of modeling behavior. Components of the model include reinforcing good behavior, recognizing feelings, dealing with criticism, coping with anger, family meetings, communication, problem-solving, and setting limits. Parents and children participate both separately and together.
    - 2) The Skillstreaming Curriculum teaches children and youth a wide variety of skills needed to solve problems that occur in their daily lives, be assertive in handling situations that cause them stress or unhappiness and increase the chance that they will have satisfying relationships with others.
      - a) The Skillstreaming approach has four (4) core teaching procedures: modeling (learning by imitation), role-playing (enacting a role helps individuals understand what to do and how to do it), performance feedback (offering constructive suggestions, encouragement, and approval), transfer of training and homework (using a particular skill in various other settings).
      - b) It can be provided in a whole classroom setting or a small group setting for certain targeted behaviors. The small groups are typically designed to systematically teach social skills to address the needs of children and youth who display aggression, immaturity, withdrawal, and other problem behaviors.
  - b. Positive Parenting Program (Triple P) provides parents with simple and practical strategies to help them confidently manage their children's behavior, prevent problems from developing, and build strong, healthy relationships. Triple P works across cultures, socio-economic groups, and in all kinds of family structures.
    - 1) Level 2 is a light intervention providing brief assistance (often one-time contacts) to parents who are generally coping well but have a few concerns with their child's behavior or development. It includes the following formats: Triple P Selected Seminar Series (Power of Positive Parenting; Raising Confident, Competent Children, Raising Resilient Children), Teen Triple P Seminar Series (Raising Responsible Teenagers; Raising

Competent Teenagers; Getting Teenagers Connected) and Brief Primary Care/Brief Primary Care Teen.

- 2) Level 3 is targeted support for parents of a child with mild to moderate behavioral difficulties, typically dealing with a specific problem or issue. It includes the following formats: Primary Care Triple P, Primary Care Teen Triple P, Triple P Discussion Groups, and Teen Triple P Discussion Groups.
  - 3) Level 4 This Triple P curriculum emphasizes that strategies for promoting children's development help build a positive parent-child relationship, which is necessary for strategies for managing misbehavior to be effective. It is an in-depth training in positive parenting skills, offered as ten (10) week sessions to individual families or (8) week groups.
- c. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) provides intensive, direct interventions to children and their caregivers to address severe emerging behavioral/emotional difficulties and depression resulting from exposure to trauma. Services focus on addressing the development of skills necessary to prepare the youth for ongoing, intensive treatment if necessary. PEI provides children and parents who meet criteria knowledge and skills related to processing the trauma, managing distressing thoughts, feelings, and behaviors, and enhancing safety, parenting skills and family communication.
  - d. Additional services provided include case management, skills groups, universal prevention supports and services, mental health screening, outreach, and mental health promotion, such as presentations for schools and caregivers regarding mental health issues and behavioral support in the classroom. Caregivers are also provided with services to help manage their youth's emerging or existing mental health challenges.
  - e. All students ages six to eighteen (6-18) attending PEI-designated schools, their siblings, and their families are eligible to receive PEI services. Siblings ages Birth to five (5) are eligible for linkage services to the specialized KidConnections Network of Care (KCN). Eligibility for each type of service is determined during screening and/or assessment.

## **B. Roles and Responsibilities**

1. Contractor's roles and responsibilities shall include, but not be limited, to the following:
  - a. Pre-screening referrals to ensure the family's interest in services.
  - b. Assess needs before intake to refer families to appropriate services.
  - c. For parents who do not engage in the intake process, the Contractor shall inform CCP when school is in session to connect and encourage caregiver engagement in intake.
  - d. If CCP staff are unable to schedule intakes or receive verbal consent, CCP staff shall notify the SLS Coordinator or school staff responsible for referrals.
  - e. Meet regularly with CCP and BHSD to ensure the PEI program runs smoothly and according to the standards in this Agreement.
  - f. Provide support to CCP and schools as needed to ensure the common targeted goals are being met.
  - g. Integrate program and program staff into existing processes, for example referral process and Coordination of Service Team meetings.
2. BHSD's roles and responsibilities shall include, but not be limited, to the following:
  - a. BHSD agrees to provide these services set forth herein at no financial cost to the Contractor.

**Program #3: SLS Outpatient Program (SLS OP)**

**A. Service Description and Expected Outcome**

1. Under this Program, BHSD and Contractor shall collaborate to facilitate the provision of SLS OP Program services described below by one or more CCPs.
2. The SLS OP Program provides mental health treatment services, including individual and family therapy, targeted case management, crisis intervention, and access to child psychiatry services, if needed. Services are provided primarily in the school setting, although they may be accessed at home, in the community, or the agencies' clinics. Services are individualized and tailored to the needs of the student based on age, developmental functioning level, history of trauma, cultural values, family environment and physical health.
3. The SLS OP Program serves students ages six to eighteen (6 to 18) with Medi-Cal or without insurance residing within High-Risk Areas (HRAs) of Santa Clara County in designated SLS schools, as determined by BHSD through data review of high-risk factors such as poverty, substance abuse, child removals, juvenile justice entries, mental health clients, school dropouts, single-parent households, felony arrests, teen mothers, low state-wide test scores, and low birth weight by zip code, in addition to, but not limited to, data on the Contractor's free and reduce lunch applications.
4. SLS OP Program uses evidence-based modalities to help support client care, such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Cognitive Behavioral Therapy (CBT), and Motivational Interviewing Interventions/Techniques.

**B. Roles and Responsibilities**

1. Contractor's roles and responsibilities shall include, but not be limited, to the following:
  - a. Pre-screening referrals to ensure the family's interest in services.
  - b. Assess needs before intake, to refer families to appropriate services.
  - c. For parents who do not engage in the intake process, the Contractor shall inform CCP when school is in session to connect and encourage caregiver engagement in intake.
  - d. If CCP staff are unable to schedule intakes or receive verbal consent, the Contractor or school site designee shall notify the SLS Coordinator or school staff responsible for referrals.
  - e. Meet regularly with CCP and BHSD to ensure the program runs smoothly and according to the standards of this Agreement.
  - f. Provide support to ensure the CCP and schools' needs are met to the extent possible.
  - g. Integrate program and program staff into existing processes, for example, the referral process and Coordination of Service Team meetings.
2. BHSD's roles and responsibilities shall include, but not be limited, to the following:
  - a. BHSD agrees to provide these services set forth herein at no financial cost to the Contractor.

## Exhibit B (FY25)

COUNTY OF SANTA CLARA HEALTH 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: TBD  
 Cost Center: 4383  
 START DATE: July 1, 2024  
 END DATE: June 30, 2025

### PERSONNEL COSTS

Budget Items	FY2025	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 MHA Coordinator	\$30,000	\$30,000
Subtotal Salaries	\$93,000	\$93,000
Subtotal Personnel Costs	\$93,000	\$93,000

### NON-PERSONNEL COSTS

Budget Items	FY2025	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
<b>TOTAL PERSONNEL/NON-PERSONAL COSTS</b>	<b>\$193,522</b>	<b>\$193,522</b>

### 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		

FY25: 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.

## EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR  
STANDARD CONTRACTS ABOVE \$100,000Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless 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 request.

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.



EXHIBIT B-2 (revised)

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. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. 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

EXHIBIT B-2 (revised)

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 all 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.

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. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

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.

## Exhibit D

### Standard Health System Provisions

#### A. EXCLUSION SCREENING OF PERSONNEL

- (1) Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor certifies that it has performed an appropriate screening of Service Providers prior to making this certification, that it will screen all new Service Providers, and that it will monitor the status of existing Service Providers on a monthly basis. Contractor further certifies that all directors, managing employees, and owners of five percent interest, or more, in Contractor's business have not been convicted of any health care related offenses nor excluded from Medicare, Medi-Cal, or any other federal or state funded health care program. The County reserves the right to audit Contractor's compliance with the screening requirements in this Section.
- (2) Contractor agrees to notify the County immediately should Contractor or Service Provider be audited, investigated, administratively or criminally charged, or convicted of a health care related offense, becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. During the pendency of any such proceedings, Contractor, or a Service Provider 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 the actual exclusion, debarment, loss of licensure, or conviction of Contractor or of a Service Provider of a health care offense.
- (3) Contractor will indemnify, defend, and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.