

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4400007740	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 199,522.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 399,044.00		
Current Agreement End Date:	06/30/2020	New Agreement End Date:	06/30/2021		

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	0415	5255100	4383	\$199,522	FY21 Services	
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

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

Contractor

Contractor Name (As Displayed In SAP):	Mountain View Whisman School District
Contact Person:	Cathy Baur
Street Address *:	1400 Montecito Avenue
City, State, Zip *:	Mountain View, CA 94043
Telephone Number *:	(650) 526-3500
Email Address *:	cbaur@mvwsd.org
SCC Vendor Number (As Assigned In SAP):	1007141


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

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
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County of Santa Clara		
Agency / Department:	Behavioral Health Services Department	Department Number: 0415
Program Manager or Contract Monitor Name:	Catherine Aspiras	
Street Address:	725 E Santa Clara St, Ste 301	
City, State, Zip:	San Jose, CA 95112	
Telephone Number:	(408) 794-0677	
Fiscal Contact (Accounts Payable Contact):	Evonne Lai (408) 885-3289	
Contract Preparer:	Earl Ong (408) 885-5571	

Signatures

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

Agency/Department Manager:		Date:	
Agency/Department Fiscal Officer:		Date:	
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	DocuSigned by:  714A08B4716540E...	Date:	4/17/2020
Contractor:		Date:	
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>		Date:	
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
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Reason(s) for Amending the Service Agreement

✓ Amend Term of Agreement

The Behavioral Health Services Department (BHSD) continues to require its partnership with Mountain View Whisman School District (District) in supervising a Service Coordinator to provide services in line with the School Linked Services (SLS). Please extend the contract through June 30, 2021.

Or see Attachment _____ as incorporated by this reference

✓ Amend Contract Specifics

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

Or see Attachment A1 as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 199,522.00
B.	Amount of increase or decrease: (Explain below)	\$ 199,522.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 399,044.00

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

Increase in funding is for FY21 Services. Refer to Exhibit B1 (FY21) as incorporated by this reference.

Or see Attachment _____ as incorporated by this reference

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Amend Standard Provisions

Section VI (Standard Provisions) is replaced in its entirety with the Standard Provisions in Exhibit C.

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

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 199,522.00 (FY20)
Financial obligation in current fiscal year:	\$ 199,522.00 (FY21)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 399,044.00

Insurance

<input checked="" type="checkbox"/>	Insurance does not require changes
	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

SECTION V: CONTRACT SPECIFICS

I. SCHOOL LINKED SERVICES (SLS) DESCRIPTION

- A. SLS is a partnership with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS encompasses service coordination through SLS Initiative, Prevention and Early Intervention (PEI) services, and SLS Behavioral Health (SLS BH) services. Services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in Santa Clara County.
 - 1. The SLS Initiative includes the following four (4) SLS Essential Elements:
 - a. Service Coordination;
 - b. Family Engagement;
 - c. Campus Collaborative (CC); and
 - d. Co-investment.

II. SERVICE DESCRIPTION

- A. This Agreement pertains to a collaborative endeavor between the Santa Clara County Behavioral Health Services Department (BHSD) and Contractor to conduct the SLS services.
- B. The SLS Initiative shall be fully integrated with the existing service delivery system at the school district (e.g., embedded within the Department of Student Services), and streamlined with existing initiatives and programs (e.g., Multi-Tiered System of Supports [MTSS] and Positive Behavioral Interventions and Supports [PBIS]) to effectively coordinate services.
- C. The SLS Initiative Essential Elements shall be conducted through partnership and communication across the school-level and/or district-level leadership teams (e.g., MTSS or other school-based leadership teams) in order for the school administrators, teachers, staff, families, students, and SLS Coordinators to understand the purpose of SLS and how it is fully integrated with existing service delivery processes.
- D. An SLS Integrated Implementation Plan shall be developed by the school districts in partnership with the BHSD to comprehensively delineate how SLS will be fully integrated with existing systems.
- E. If applicable, Contractor, in partnership with the BHSD, will select SLS Initiative feeder schools at which SLS Coordinators will provide on-site service coordination. Feeder schools are schools where students move from one designated school to another upon promotion. The feeder schools will be included, based on needs, in the SLS Integrated Implementation Plan.
- F. SLS BH and PEI will be provided through existing BHSD contracts with community organizations, at designated schools agreed upon by the BHSD and the school district.

III. DELIVERABLES

- A. The County's responsibilities under the Agreement include, but are not limited to, the following:

1. Meet quarterly with 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. When Contractor's program operation falls below the standard stated in the Agreement, a progression of steps shall be implemented to assist in resolving the issue(s). These steps include the following:
 - a. The BHSD Contract Monitor shall send a letter alerting Contractor that the program is operating below Agreement standards listing some possible corrective measures;
 - b. The BHSD Contract Monitor shall schedule a meeting with Contractor to develop and put into action a Corrective Plan of Action;
 - c. A formal group meeting shall be convened between the County representatives and Contractor to determine next steps to assist Contractor on meeting contractual commitments; and
 - d. Recurring compliance issues with Contractor that remain unresolved during the fiscal year may be referred by the BHSD Contract Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
2. Determine if agreement will be renewed in Fiscal Year 2022.
3. The County's responsibilities for the SLS Initiative include the following:
 - a. Provide program oversight for the SLS Initiative.
 - b. Facilitate relationship between Contractor and its' SLS service providers.
 - c. Monitor the SLS Initiative and communicate information to SLS service providers and Contractor about program process and outcome measures.
 - d. Determine adjustments and modifications to the SLS Initiative in conjunction with Contractor.
4. The County's responsibilities for SLS BH and PEI services include the following:
 - a. Work with community organizations providing SLS BH to maintain a service delivery plan that does not disrupt the Contractor's agreements with other organizations or student services with these providers.
 - b. Communicate to community organizations providing SLS BH the clearance and fingerprinting requirements of the school district, which will include the following:
 - 1) Community organization's employee who does not meet the clearance and fingerprinting requirements will not provide services for SLS BH and PEI programs.
 - 2) Community organizations shall provide certification that employees working with students have passed criminal record background checks with the Department of Justice and the Federal Bureau of Investigations (FBI).
 - 3) As required by California State law, an individual who has been convicted of serious and/or violent crime is precluded from employment or volunteer service in California's public schools.

- 4) An individual who is awaiting trial for serious and/or violent crimes is also precluded from rendering service in California public schools until the matter has been legally concluded.
- B. Contractor's responsibilities under the Agreement include, but are not limited to, the following:
1. SLS Initiative
 - a. Contractor shall hire and supervise SLS Coordinator(s), according to the SLS Integrated Implementation Plan developed by the school districts and the BHSD. The SLS Integrated Implementation Plan shall be completed before the start of the academic year.
 - b. Incorporate the SLS Initiative into existing referral system.
 - c. Ensure that Contractor's staff who generate referrals are available for the County's information sessions regarding the SLS Initiative.
 - d. Collect from the community organizations the consent form for the release of student information for student's participating in the SLS BH and PEI programs.
 - e. Following receipt of appropriate consent from parents/guardians, provide the BHSD and SLS service providers the following data for students participating in SLS Initiative:
 - 1) Student's class attendance (e.g., information regarding absences, late arrivals, etc.);
 - 2) Student's grades or equivalent (e.g., academic progress reports);
 - 3) Office referrals for disciplinary issues or classroom management problems;
 - 4) Indicators of increased parent engagement; and
 - 5) Indicators of increased access to services.
 - f. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
 - g. SLS Coordinator(s) shall be trained in the areas such as service coordination, early childhood development, trauma informed care, etc.
 - h. SLS Coordinator(s), in partnership with school- and district-level staff, shall fully integrate SLS with existing systems within the school district and accomplish the following:
 - 1) Community Partnership and Service Coordination
 - a) Build and maintain strong collaboration and communication with school administrators, program directors, service providers, families, community organizations, and other stakeholders.
 - b) Serve as primary liaison - through effective communication and partnership - between the BHSD, schools/districts, and community organizations to support the needs of students and their families through activities such as educational events, consultations, and coordination of resources.
 - c) Develop and integrate the SLS Initiative's infrastructure for service referrals and coordination within existing service delivery systems. This includes coordinating and helping school and district leadership teams on

how to better align, streamline, and deliver coordinated services to students and families.

- d) Through an integrated system at the school and/or the district level, provide comprehensive service coordination, including triaging and needs assessment, service planning, referral, and monitoring for students and their families so that they are linked to the appropriate services by utilizing a variety of engagement strategies, including individual and family meetings and home visits.
 - e) Develop and maintain service inventory (e.g., services provided at school sites) to assist students and families with linkage to community resources.
 - f) If applicable, develop a referral system with a Family Resource Center (FRC) in the local area, as available, to refer families for support. Offer and refer families to the FRC for family services and support (e.g., for families with children between ages 0-5, SLS Coordinator may refer the families to the FRC for the Universal Developmental Screening).
 - g) Follow school district protocol and procedure to address crisis situation and assist in connecting students to appropriate services.
- 2) Family Engagement at Designated School Sites
- a) Plan family engagement events, workshops, and projects (activity/activities) prior or at the beginning of the school year.
 - b) SLS Coordinators to check if activity has been previously approved.
 - i. If activity has not been approved prior and/or activity is requiring family engagement funds, SLS Coordinator will submit a request for approval to the BHSD contract monitor.
 - c) Plan, implement, and evaluate family engagement events, workshops, and projects at designated schools that are in alignment with the SLS goals and outcomes. Family engagement plans shall be based on the needs of each school and informed by input from students, families, and the CC members; and
 - d) SLS Coordinator shall partner with the CC members to conduct program needs assessment, implement family engagement programs, and provide program evaluation. SLS Coordinators shall delegate tasks and responsibilities among the CC members.
- 3) CC at Designated School Sites
- a) Develop, manage, and facilitate monthly CC, or similar groups, to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders.
 - b) During the CC, gather input from group members to inform the SLS plans (e.g., implementation and evaluation plans) of family engagement programs.
 - c) Assist in addressing school climate and support training needs of teachers and school staff in the areas of school climate, safety, and health.

2. SLS BH and PEI
 - a. Provide onsite space as available at designated schools for SLS service providers to implement evidenced-based practices. If space is not available onsite, Contractor acknowledges that services may be provided in the home, in the community, or may not be available.
3. Communicate regularly with the BHSD about program satisfaction and suggestions for improvement or adjustments.

IV. PROGRAM OUTCOMES AND PERFORMANCE STANDARDS

A. SLS Goals and Outcomes

1. The County's SLS program is funded by Mental Health Services Act (MHSA). Contractor shall implement the SLS in accordance with California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 6.
2. SLS Initiative outcomes include, but are not limited to:
 - a. Increase family access to community resources and services.
 - b. Improve families' knowledge and behaviors related to school support, health, and well-being.
 - 1) Following SLS service coordination, family engagement, and/or workshop/series, families will report:
 - a) Gained knowledge about behaviors that support their child/family and increase well-being;
 - b) Improved family relationships;
 - c) Increased their connectedness with school; and
 - d) Participated in at least one of the indicated school-based activities.
 - c. Improve student academic outcomes, health, and well-being
 - 1) Students receiving strategic or intensive family engagement 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.
 - d. Improve school climate and school-family-community partnership
 - 1) Members of the CC and school administrators will report:
 - a) Improvement in school environment
 - b) SLS contributed to school climate and partnerships
 - 2) Families will report:
 - a) Ability to connect and engage with the school community
 - b) SLS' positive contribution to sense of connection and engagement with the school community
 - e. The County shall work with Contractor to collect data demonstrating the achievement of the following outcomes. School and student-level data may be collected relative to the following outcomes; however, student-level data provided

to the county will be de-identified and the county's report on outcomes will only contain aggregated data.

3. The County's SLS BH and PEI seek to help the County achieve the following goals:
 - a. Reduction of stigma and discrimination;
 - b. Reduction of disparities in access to mental health services;
 - c. Reduction of psycho-social impact of trauma;
 - d. Prevention and early intervention of at-risk children, youth, and young adult populations experiencing onset of serious psychiatric illness;
 - e. Reduction and prevention of suicide risk;
 - f. Increase of student attendance in school;
 - g. Increase of social and emotional competency in youth;
 - h. Increase of parent engagement with school personnel;
 - i. Engage underserved children, youth, and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance use, community violence, interpersonal family violence, general neglect, and exposure to trauma;
 - j. Increase school engagement, attendance, and achievement;
 - k. Prevent/decrease juvenile justice involvement;
 - l. Prevent/decrease child welfare involvement;
 - m. Increase positive family engagement in and experience of care; and
 - n. Increase and strengthen natural support systems for children, youth, and families.

B. Measurement Method

1. Contractor shall provide the following data for program evaluation:
 - a. Demographics, service coordination (e.g., number of referrals, referral type, referral status, etc.), family engagement (e.g., number, type, and names of family engagement programs), and academic-related data.
 - b. School Districts shall provide data to the County de-identified and in suggested template format.
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. SLS Application in DataZone (SLS Link app) of SLS Excel Data Collection Tool (provided by the BHSD Contract Monitor)
 - 1) Include pseudo ID created by DataZone or Excel Spreadsheet.
 - 2) De-identified through export process from DataZone application or Excel Spreadsheet.
 - 3) SLS Coordinator to review data before submission.
 - 4) Due: January, April, July, and October (or as requested by the BHSD)
 - b. Quarterly labor distribution (Exhibit 1)
 - 1) Due: January, April, July, and October (or as requested by the BHSD)
 - c. Quarterly Narrative Reports (Exhibit 2)
 - 1) Due: January, April, July, and October (or as requested by the BHSD)
 - d. Service Inventory (Exhibit 3)

- 1) Due: Annually
 - e. SLS Satisfaction Survey (provided by the BHSD)
- C. Other data collection tools may be implemented based on the SLS Initiative 3 Data and Evaluation Workgroup.
- D. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328, and California Civil code section 56.10, et seq.
- E. Contractor shall maintain confidentiality of medical and psychiatric records of clients as required by law, including, but not limited to:
 1. California Welfare and Institutions Code section 5328 et seq.; and
 2. California Evidence Code section 1010 et seq.
- F. Contractor shall maintain all records related to services provided pursuant to 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 foregoing records and shall supply copies of any records related to this Agreement and shall provide copies of the records to the County, at Contractor's expense. Contractor shall provide any copies requested by the County within ten (10) business days.
- G. Contractor agrees that the County is providing 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.
- H. Contractor shall provide confidential information regarding students and students' families to the County and to service providers through the referral process described in this Agreement.
 1. Students and families participating in the program may also authorize the County or service providers to share certain information regarding their participation in the program with Contractor.
 2. 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.
 3. Contractor may not release any of the aforementioned information 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.
 - a. 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, Contractor must immediately give notice to the appropriate County

manager in order to permit the County to seek a protective order or other similar order.

I. Other Requirements:

1. In supporting the SLS Initiative implementation, Contractor shall align with the SLS Initiative's 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 family needs.

V. SLS COORDINATOR QUALIFICATIONS

A. Contractor shall hire SLS Coordinators with the following preferred qualifications:

1. Education: B.A. or B.S. Degree in social work, counseling, or health related fields;
2. A minimum of two (2) years working with children or adolescents;
3. Experience working effectively with a multi-cultural community, and with service agencies and organizations; and
4. Experience working in a school-based or community-based program is preferred.

B. Contractor shall give preference to candidates for the SLS Coordinator positions with the following qualifications:

1. Knowledge of and experience in behavioral management and strategies;
2. Knowledge of and experience in computer applications (e.g., Word, Excel, PowerPoint, and Outlook);
3. Knowledge of and experience in computer software (e.g., Windows and Acrobat, and a working knowledge of data entry);
4. Ability to gather, maintain, analyze, and interpret large scale assessment and program evaluation data;
5. Ability to communicate effectively in both oral and written forms;
6. Ability to follow and understand oral and written instructions and pay close attention to details; and
7. Ability to organize work, set priorities, meet deadlines, follow up on assignments, and perform multiple tasks with accuracy.

C. Contractor shall require SLS Coordinators to obtain the following clearances before working with students:

1. Tuberculosis Clearance;
2. Fingerprint/Criminal Justice Clearance; and
3. Other clearances, as required by the school district.

D. Contractor's employees shall in no way be deemed employees of the County or other service providers. All service providers and their agents are independent contractors and are not the agent or employee of either the County or Contractor.

VI. PAYMENT SCHEDULE

A. Contractor shall allocate and spend funds according to Exhibit B1 (FY21).

B. Contractor shall submit monthly invoices to the BHSD Contract Monitor for costs incurred under this Agreement.

1. District employees with benefits: If an SLS Coordinator is a district staff member, the position may be salaried.
 2. 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 school district is responsible to develop hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator should be paid the set hourly wage amount for the times worked for each pay period.
 3. Contractor will invoice for services within two (2) months of completion of events, programs, and workshops.
 4. Contractor will invoice for purchases within one (1) month.
- C. Format of invoices shall comply with the Family & Children Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
1. 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;
 2. Description of the services/deliverable and total hours of services rendered; and
 3. Invoices, receipts, and supporting documents.
- D. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
- E. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.
- F. Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.
- G. Contractor shall provide a monthly invoice.
- H. Contractor shall return all purchased electronics (e.g., Chromebooks, iPads, Laptops) and supplies (e.g., translation headset, laminator) at the completion of the Agreement.

Exhibit B1 (FY21)

COUNTY OF SANTA CLARA HEALTH SYSTEM, BEHAVIORAL HEALTH SERVICES DEPARTMENT

AGENCY NAME: Mountain View Whisman School District
 PROGRAM NAME: School Linked Services Coordinator
 DIVISION: Family & Children
 SUBDIVISION: PEI-P2 SLS

Cost Center: 4383
 START DATE: July 1, 2020
 END DATE: June 30, 2021

PERSONNEL COSTS

Budget Items	FY2021	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
2.00 SLS Feeder School Coordinator	\$63,000	\$63,000
1.00 SLS MHSA Coordinator	\$30,000	\$30,000
Subtotal Salaries	\$93,000	\$93,000
Subtotal Personnel Costs	\$93,000	\$93,000

NON-PERSONNEL COSTS

Budget Items	FY2021	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
Family Engmt/Svc Coordination	\$47,000	\$47,000
Training & Travel	\$2,174	\$2,174
Food/Childcare	\$3,000	\$3,000
Feeder Model: Family Engagement	\$47,000	\$47,000
Feeder Model: Taining & Travel	\$4,348	\$4,348
Feeder Model: Food/Childcare	\$3,000	\$3,000
Subtotal Operations Costs	\$106,522	\$106,522
Subtotal Non-Personnel Costs	\$106,522	\$106,522
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$199,522	\$199,522

REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>	
PEI-P2 SLS	\$199,522	4383	100.00%
Total Revenue	\$199,522		

MHSABDGT-VER01.02



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

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

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors, who 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 the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. 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.

E. 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. 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.

G. 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.

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

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this 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.**



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
 - (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION

X 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. 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. 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.

L. 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.

M. 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.

N. 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. 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.

P. 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.

Q. 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.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

S. 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.

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

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

	2.25% 10 Net 45 (provides 35 days of cash acceleration)
	2.00% 15 Net 45 (provides 30 days of cash acceleration)
	1.75% 20 Net 45 (provides 25 days of cash acceleration)
	1.33% 25 Net 45 (provides 20 days of cash acceleration)
	1.00% 30 Net 45 (provides 15 days of cash acceleration)
X	Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

V. 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.

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:
	Modification or Waiver Attached (if appropriate)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<p>Workers Compensation: Does the contractor have employees?</p> <p>If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</p>	
<p>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?</p> <p>If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.</p>	
<p>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?</p> <p>If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.</p>	
<p>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?</p> <p>If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</p>	

When "NO" is checked, 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.)

<p>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.</p>	
<p>Exhibit Name:</p>	
<p>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.</p>	
<p>Exhibit Name:</p>	

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

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.

Exhibit Name (s)	

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



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: Mountain View Whisman School District
 (As Displayed In SAP)

Purchase Order Number: 4400007740

Agency/Department Name: Behavioral Health Services Department Department Number: 0415

Brief Description of Services: Contractor to conduct the School Linked Services (SLS) Initiative, as well as the Prevention and Early Intervention and SLS school-based behavioral health services.

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed: **\$ 199,522.00**

Term of Agreement

Start Date: 07/01/2019 End Date: 06/30/2020

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)
Line 1	H	0415	5255100	4383	\$199,522	FY20 Services	
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

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:	Heidi Smith		
Street Address *:	780-A San Pierre Way		
City *:	Mountain View	State: CA	Zip: 94043
Telephone number *:	(650) 526-3500		
Email Address *:	hsmith@mvwsd.org		
SCC Vendor Number: (As Assigned in SAP)	1007141		

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

County of Santa Clara

Agency/Department:	Behavioral Health Services Department		
Program Manager/ Contract Monitor Name:	Fabian P. Castaneda, M.A., LMFT		
Street Address:	725 E. Santa Clara St., 3rd Floor		
City:	San Jose	State: CA	Zip: 95112
Telephone Number:	(408) 794-0679		
Fiscal Contact (Accounts Payable Contact):	Evonne Lai (408) 885-3289		
Contract Preparer:	Earl Ong (408) 885-5571		



COUNTY OF SANTA CLARA SERVICE AGREEMENT

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:

DocuSigned by:
Toni Tullys

Date: 5/16/2019

County Agency/Department Fiscal
Officer:

AB2AABEBED30409
DocuSigned by:
John Cookinham



Date: 5/17/2019

County Counsel Approval as to Form
and Legality:

C86CC078205C43A
DocuSigned by:
Lorraine Van Kirk

Date: 5/15/2019

(Signature required on all contracts before execution by Contractor and County Authorized Representative)

Contractor:

Date: *5/13/19*

County Authorized Representative:

DocuSigned by:
Theresa Therilus
62EEB3861ADB4FB...
Theresa Therilus, DDOP

Date: 7/28/2019

(Procurement Department; President, Board of Supervisors; or Delegated Authority)

Office of the County Executive:

Date:

(Signature required when Board approved contract by a delegation of authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Date:

Tiffany Lennear
Assistant Clerk of the Board of Supervisors
(Signature required when Board approved contract)

**Mountain View Whisman
School District**

MAY 02 2019

Board Approved



COUNTY OF SANTA CLARA
SERVICE AGREEMENT

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? If the answer to any of these questions is YES, select YES from the dropdown. 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— answer YES. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO. 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.) Enter below the business license number and the city/entity where issued. No

Bus Lic. # Issued by:

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. Yes

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 at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required 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 www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

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.

Contractor's Initials:

Dept. Fiscal Officer's Signature:
DocuSigned by:
John Cookinham
C86CC078205C43A...

DS
TT



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

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

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Or See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

[This area is currently blank and contains a large, diagonal watermark reading "Bidding Process".]

Or See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Under Process

Or See Attachment: A incorporated by this reference.

D. PAYMENT SCHEDULE

Is contractor a Community Based Organization (CBO)?

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Yes
No

Or See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION VI: 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

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

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. 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.

E. 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.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

F. 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.

G. 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.

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

(1) **Compliance with All Laws.** Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) **Compliance with Non-Discrimination and Equal Opportunity Laws:** Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) **Definitions:** For purposes of this 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

(6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) **Subcontractors:** Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

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
(Requires County Counsel Approval)

, incorporated by this reference.

J. 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. 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.

L. FOOD AND BEVERAGE STANDARDS

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

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

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. 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.

N. 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.

O. 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.

P. INTELLECTUAL PROPERTY RIGHTS:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

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.

Q. 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.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - describe payment terms for CBO's in Section V. PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)
- Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. 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.

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:



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Insurance Exhibit Name : B2

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:
Does the contractor have employees? Yes
If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

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? No
If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

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? No
If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

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? No
If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

When "NO" is checked, 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.

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:



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

- 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.

Exhibit Name(s)

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

Proposes

SECTION V: CONTRACT SPECIFICS**A. SCHOOL LINKED SERVICES DESCRIPTION**

1. School Linked Services (SLS) provide students and families with coordinated services to achieve the following goals:
 - a. increase family access to community resources and services;
 - b. improve families' knowledge and behaviors related to school support, health, and well-being;
 - c. improve student academic outcomes, health, and well-being; and
 - d. improve school climate and school-family-community partnership.
2. SLS is a partnership with school districts to comprehensively integrate and streamline coordinated services for students and families. The services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in Santa Clara County.
3. The SLS Initiative includes the following four (4) SLS elements:
 - a. service coordination;
 - b. family engagement;
 - c. campus collaborative; and
 - d. co-investment.

B. SERVICE DESCRIPTION

1. This Agreement pertains to a collaborative endeavor between the Santa Clara County Behavioral Health Services Department (BHSD) and Mountain View Whisman School District (MVWSD; Contractor) to conduct the SLS Initiative, and the Prevention and Early Intervention (PEI) and SLS school-based behavioral health services.
2. The SLS initiative shall be fully integrated with the existing service delivery system at the school district (e.g., embedded within the Department of Student Services), and streamlined with existing initiatives and programs (e.g., Multi-Tiered System of Supports [MTSS] and Positive Behavioral Interventions and Supports [PBIS]) to effectively coordinate services.
3. The SLS elements listed above shall be conducted through partnership and communication across the school-level and/or district-level leadership teams (e.g., MTSS or other school-based leadership teams) in order for school administrators, teachers, staff, families, students, and SLS Coordinators to understand the purpose of SLS and how it is fully integrated with existing service delivery processes.
4. An SLS Integrated Implementation Plan shall be developed by the school districts in partnership with BHSD to comprehensively delineate how SLS, and its elements, shall be fully integrated with existing systems.
5. Contractor, in partnership with the BHSD, shall select feeder schools at which SLS Coordinators will provide on-site SLS. Feeder schools are schools where students move from one designated school to another upon graduation. The feeder schools will be included, based on needs, in the SLS Integrated Implementation Plan.
6. The PEI services will be for students enrolled at Castro Elementary School, Crittenden Middle School, Graham Middle School, Monta Loma Elementary School, and Theuerkauf Elementary School; and these students' families. The goal of the PEI services is to provide services aimed at preventing mental health illness and addressing mental

health disorders at the earliest possible stages. Services shall be provided by organizations with existing Agreements with the County (“PEI Service Providers”) through an integrated delivery system offering prevention, education, and early intervention programs.

7. The SLS behavioral health services will be provided at the designated schools agreed upon by the BHSD and the school district.

C. DELIVERABLES

1. If the PEI and/or SLS behavioral health services are being provided at any designated schools within the district, the County’s responsibilities include:
 - a. Provide program oversight for the SLS Initiative.
 - b. Facilitate relationship between Contractor and its PEI and SLS service providers.
 - c. Work with community organizations providing PEI and SLS behavioral health services to maintain a service delivery plan that does not disrupt the Contractor’s agreements with other organizations or student services with these providers.
 - d. Monitor the SLS Initiative and communicate information to PEI and SLS service providers and Contractor about program process and outcome measures.
 - e. Determine adjustments and modifications to the SLS Initiative in conjunction with Contractor.
 - f. Communicate to community organizations providing PEI and SLS behavioral health services the clearance and fingerprinting requirements of the school district, which will include the following:
 - i. Community organization employees who do not meet the clearance and fingerprinting requirements may not provide services for the SLS Initiative. Community organizations shall provide certification that employees working with students have passed criminal record background checks with the Department of Justice and the Federal Bureau of Investigations (FBI). As required by California State law, an individual who has been convicted of serious and/or violent crime is precluded from employment or volunteer service in California's public schools.
 - ii. An individual who is awaiting trial for serious and/or violent crimes is also precluded from rendering service in California public schools until the matter has been legally concluded.
 - g. Determine Agreement renewals.
2. If the PEI and/or SLS behavioral health services are being provided at any designated schools within the district, the Contractor’s responsibilities include:
 - a. Incorporate the SLS Initiative into existing referral system.
 - b. Ensure that Contractor’s staff who generate referrals are available for County’s information sessions regarding the SLS Initiative.
 - c. Distribute and collect the Contractor’s consent form for the release of student information.
 - d. Following receipt of appropriate consent from parents/guardians, provide the BHSD and service providers the following data for students participating in SLS Initiative:
 - i. Student’s class attendance (e.g., information regarding absences, late arrivals, etc.);

- ii. Student's grades or equivalent (e.g., academic progress reports);
 - iii. Office referrals for disciplinary issues or classroom management problems;
 - iv. Indicators of increased parent engagement; and
 - v. Indicators of increased access to services.
 - e. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
 - f. Communicate regularly with the BHSD about program satisfaction and suggestions for improvement or adjustments.
 - g. Provide onsite space as available at designated schools for PEI and SLS service providers to implement practices. If space is not available onsite, Contractor acknowledges that services may be provided in the home, in the community, or may not be available.
 - i. Prevention practice, Strengthening Families Program (SFP):
 - a) Designated schools with available site space to host SFP shall provide rooms that accommodate the evidence-based practice needs, including a space large enough for 8-12 families to eat dinner together, a separate room for childcare, and two additional rooms for youth and caregivers' skill building breakout sessions.
- 3. Contractor shall hire and supervise SLS Coordinator(s) according to the SLS Integrated Implementation Plan developed by the school districts and the BHSD. The SLS Integrated Implementation Plan shall be completed before the start of the academic year.
- 4. The SLS Coordinator(s), in partnership with school- and district-level staff, shall fully integrate SLS with existing systems within the school district and accomplish the following:
 - a. Community Partnership and Service Coordination
 - i. Build and maintain strong collaboration and communication with school administrators, program directors, service providers, families, community organizations, and other stakeholders.
 - ii. Serve as primary liaison - through effective communication and partnership - between the BHSD, schools/districts, and community organizations to support the needs of students and their families through activities such as educational events, consultations, and coordination of resources.
 - iii. Develop and integrate the SLS Initiative's infrastructure for service referrals and coordination within existing service delivery systems. This includes coordinating and helping school and district leadership teams on how to better align, streamline, and deliver coordinated services to students and families.
 - iv. Through an integrated system at the school and/or the district level, provide comprehensive service coordination, including triaging and needs assessment, service planning, referral, and monitoring for students and their families so that they are linked to the appropriate services by utilizing a variety of engagement strategies, including individual and family meetings and home visits.

- v. Develop and maintain service inventory (e.g., services provided at school sites) to assist students and families with linkage to community resources.
 - vi. Develop a referral system with a Family Resource Center (FRC) in the local area, as available, to refer families for support. Offer and refer families to the FRC for family services and support (e.g., for families with children between ages 0 through 5, SLS Coordinator may refer the families to the FRC for the Universal Developmental Screening).
 - vii. Follow school district protocol and procedure to address crisis situations and assist in connecting students to appropriate services.
- b. Family Engagement at Designated School Sites
- i. Plan, implement, and evaluate family engagement events, workshops, and projects at designated schools that are in alignment with the SLS goals and outcomes. Family engagement plans should be based on the needs of each school and informed by input from students, families, and the Campus Collaborative (CC) members.
 - ii. SLS Coordinator should partner with the CC members to conduct program needs assessment, implement family engagement programs, and provide program evaluation. The SLS Coordinators shall delegate tasks and responsibilities among the CC members.
- c. CC at Designated School Sites
- i. Develop, manage, and facilitate the CC, or similar groups, to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders;
 - ii. During the CC gather input from group members to inform the SLS plans (e.g., implementation and evaluation plans) of family engagement programs;
 - iii. Assist in addressing school climate and support training needs of teachers and school staff in the areas of school climate, safety, and health.
- d. Data Collection
- i. Gather and track services provided to students/families.
 - ii. Develop and submit monthly and quarterly reports to the BHSD.
 - iii. SLS Coordinator shall provide quarterly written updates to the BHSD on professional activities, specifically in relationship to facilitating relationships between schools and service providers. These written updates must be included in the quarterly reports.
- e. Systems Integration
- i. Integrate SLS Initiative with current school district system(s) (e.g., PBIS, MTSS).

D. SLS COORDINATION QUALIFICATIONS

1. Contractor shall hire SLS Coordinators with the following qualifications:
 - a. Education: B.A. or B.S. Degree in social work, counseling, or health related fields;
 - b. A minimum of two (2) years working with children or adolescents;
 - c. Experience working effectively with a multi-cultural community, and with service agencies and organizations; and

- d. Experience working in a school-based or community-based program is preferred.
2. Contractor shall give preference to candidates for the SLS Coordinator positions with the following qualifications:
 - a. Knowledge of and experience in behavioral management and strategies;
 - b. Knowledge of and experience in computer applications, such as Word, Excel, PowerPoint, and Outlook;
 - c. Knowledge of and experience in computer software, such as Windows and Acrobat, and a working knowledge of data entry;
 - d. Ability to gather, maintain, analyze, and interpret large scale assessment and program evaluation data;
 - e. Ability to communicate effectively in both oral and written forms;
 - f. Ability to follow and understand oral and written instructions and pay close attention to details; and
 - g. Ability to organize work, set priorities, meet deadlines, follow up on assignments, and perform multiple tasks with accuracy.
3. Contractor shall require SLS Coordinators to obtain the following clearances before working with students:
 - a. Tuberculosis Clearance;
 - b. Fingerprint/Criminal Justice Clearance; and
 - c. Other clearances, as required by the school district.

E. PROGRAM OUTCOMES AND PERFORMANCE STANDARDS

1. SLS Goals and Outcomes
 - a. The County's SLS Initiative is funded by the Mental Health Services Act (MHSA). The Contractor shall implement the MHSA SLS in accordance with California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 6.
 - b. The County's SLS Initiative seeks to help the County achieve the following goals:
 - i. reduction of stigma and discrimination;
 - ii. reduction of disparities in access to mental health services;
 - iii. reduction of psycho-social impact of trauma;
 - iv. prevention and early intervention of at-risk children, youth, and young adult populations experiencing onset of serious psychiatric illness;
 - v. reduction and prevention of suicide risk;
 - vi. increase of student attendance in school;
 - vii. increase of social and emotional competency in youth;
 - viii. increase of parent engagement with school personnel;
 - ix. engage underserved children, youth, and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance use, community violence, interpersonal family violence, general neglect, and exposure to trauma;
 - x. increase school engagement, attendance, and achievement;
 - xi. prevent/decrease juvenile justice involvement;
 - xii. prevent/decrease child welfare involvement;
 - xiii. increase positive family engagement in and experience of care; and

- xiv. increase and strengthen natural support systems for children, youth, and families.
 - c. SLS outcomes are as follows:
 - i. Increase family access to community resources and services
 - a) At least 75% of families (e.g., at feeder model schools) who received a referral for service and completed a referral follow-up assessment will report utilizing support or service since the time of referral.
 - ii. Improve families' knowledge and behaviors related to school support and health and wellbeing
 - a) At the end of each year, 75% of families who take the Post family Engagement Survey will have:
 - 1) gained knowledge about behaviors that support their child/family and increase well-being
 - 2) improved family relationships
 - 3) increased their connectedness with school
 - 4) participated in at least one of the indicated school-based activities
 - b) At least 75% of families (e.g., at feeder model schools) who received a referral for service and completed a referral follow-up assessment will report that service linkage led to positive improvement in family well-being or relationships.
 - iii. Improve student academic outcomes and health and wellbeing
 - a) Students receiving strategic or intensive family engagement support and referrals (Tier 2 or 3 of MTSS) have improved or remained stable in one or more of the following:
 - 1) academic
 - 2) behavior
 - 3) social-emotional wellbeing
 - iv. Improve school climate and school-family-community partnership
 - a) Members of the Campus Collaborative and school administrators will report
 - 1) Improvement in school environment
 - 2) SLS' positive contribution to school climate and partnerships
 - b) Families will report
 - 1) Ability to connect and engage with the school community
 - 2) SLS' positive contribution to their sense of connection and engagement with the school community
 - v. County shall work with the Contractor to collect data demonstrating the achievement of the following outcomes. School and student-level data may be collected relative to the following outcomes; however, student-level data will be aggregated in reports and will not include any identifiable information.
2. Measurement Method
- a. Contractor shall provide the following data for process measurement: Demographics, service coordination (e.g., number of referrals, referral type,

- referral status, etc.), family engagement (e.g., number, type, and names of family engagement programs), and academic-related data.
- b. Contractor shall provide data related to the goals and objectives listed above for outcome measurements. Methods for data collection may include, but not be limited to, the following:
 - i. SLS Application in DataZone
 - ii. SLS Excel Data Collection Tool (provided by the BHSD Contract Monitor)
 - a) Due: January, April, July, and October (or as requested by the BHSD)
 - iii. Quarterly labor distribution (Exhibit 1)
 - a) Due: January, April, July, and October (or as requested by the BHSD)
 - iv. Quarterly Narrative Reports (Exhibit 2)
 - a) Due: January, April, July, and October (or as requested by the BHSD)
 - v. Service Inventory (Exhibit 3)
 - a) Due: Annually
 - vi. Pre-Activity SLS Family Survey (provided by the BHSD)
 - vii. Post-Activity SLS Family Survey (provided by the BHSD)
 - viii. End of Year SLS Family Survey (provided by the BHSD)
 3. Other data collection tools may be implemented based on the SLS Data Assessment and Evaluation Workgroup
 4. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328, and California Civil code section 56.10, et seq.
 5. Contractor shall maintain confidentiality of medical and psychiatric records of clients as required by law, including, but not limited to:
 - a. California Welfare and Institutions Code section 5328 et seq.;
 - b. California Evidence Code section 1010 et seq.
 6. The BHSD and the Contractor shall meet quarterly to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation in the upcoming fiscal year. When Contractor's program operation falls below the standard stated in the Agreement, a progression of steps shall be implemented to assist in resolving the issue(s). These steps include:
 - a. The BHSD Contract Monitor shall send a letter alerting the Contractor that the program is operating below Agreement standards listing some possible corrective measures;
 - b. The BHSD Contract Monitor shall schedule a meeting with the Contractor to develop and put into action a Corrective Plan of Action;

- c. A formal group meeting shall be convened between County representatives and Contractor to determine next steps to assist Contractor on meeting contractual commitments; and
 - d. Recurring compliance issues with a contractor that remain unresolved during the fiscal year may be referred by the BHSD Contract Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
7. Contractor shall maintain all records related to services provided pursuant to 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 County has the right to audit the foregoing records and shall supply copies of any records related to this Agreement. Contractor shall provide any copies of records requested by County within ten (10) business days, at Contractor's expense.
8. Contractor agrees that the County is providing 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.
9. Other Requirements:
 - a. Contractor's employees shall in no way be deemed employees of the County or other service providers. All service providers and their agents are independent contractors and are not the agent or employee of either County or Contractor.
 - b. In supporting the SLS Initiative implementation, Contractor shall align with the SLS Initiative's aim to improve the coordination, design, and implementation of multi-agency services provided to children in Santa Clara County schools, so that services are accessible, effective, and responsive to youth and family needs.
10. During the performance of this Agreement, Contractor shall provide confidential information regarding students and students' families to the County and to service providers through the referral process described above. Students and families participating in the program may also authorize County or service providers to share certain information regarding their participation in the program with Contractor. 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. Contractor may not release any of the aforementioned information 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. Should 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, Contractor must immediately give notice to the appropriate County manager in order to permit the County to seek a protective order or other similar order.

F. PAYMENT SCHEDULE

1. Contractor shall allocate and spend funds according to Exhibit B (FY20).
2. Contractor shall submit monthly invoices to the Contract Monitor for costs incurred under this Agreement.
 - a. District employees with benefits: If an SLS Coordinator is a district staff, the position may be salaried.

- b. 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 school district is responsible to develop hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS coordinator should be paid the set hourly wage amount for the times worked for each pay period.
 - c. Contractor shall invoice for services within two (2) months of completion of events, programs, and workshops.
 - d. Contractor shall invoice for purchases within one (1) month.
3. Format of invoices shall comply with the Family & Children Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
 - a. Contractor's name and address, date, invoice number, total invoice amount, prior drawdowns, current balance, current drawdown, and available balance.
 - b. Description of the services/deliverable and total hours of services rendered; and
 - c. Invoices, receipts, and supporting documents.
4. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
5. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.
6. Contractor shall provide the BHSD with contact information for the fiscal representative who is responsible for submitting invoices.
7. Contractor shall provide a monthly invoice.
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.

SLS Coordinator Labor Distribution

Exhibit 1

Name:

Months:

District/School:

Breakdown of the number of hours spent performing the following service types:

Service Type	Number of hours
Service Coordination and Collaborative Development	0
Administrative duties and data collection	0
Training**	0
Total Hours	0

Training** (List which trainings you attended. Don't forget to submit your professional development write up.

- 1)
- 2)
- 3)
- 4)
- 5)

Exhibit 2



Name _____

School District/Feeder School _____

Quarter: _____

SLS Coordinator Quarterly Reports

1. Please provide a short overview (1-2 paragraphs) of program and/or project progress during this reporting period. Discuss how you've built or sustained relationships between schools and community providers. Identify strengths and challenges.
2. How has SLS and your work as the SLS coordinator made an impact at the school sites and/or community?
3. Please describe your family engagement activities/workshop on campus. (For applicable districts, write about your Campus Collaborative effort, specifically with members on your collaborative, activities you're planning or completed.)
4. Please describe a success story from this quarter of at least one student or family that you would like to highlight.
5. Please describe your participation in your school or district-level triage team (e.g., Student Service team or Coordination of Student Services)? How often are you participating (e.g., weekly or monthly)? What is your role in the group? Include successes and obstacles in providing referrals.
6. What trends have you noticed during the last quarter? Are you able to find resources or services for the student and families?

Exhibit 2



Name _____

School District/Feeder School _____

Quarter: _____

7. Are there any topics you would like to discuss during the bimonthly meeting? Is there a training you feel will help make you a better SLS coordinator?

Feeder Model Coordinators only:

8. What projects or collaborative work have you achieved this quarter with your feeder model?
9. One of the main purposes of the Feeder model is to ensure continuity of services for families between feeder schools. What have you done with your feeder model schools to facilitate continuity of services for students and families from one school to another (For example, are you able to meet monthly to discuss ways to prepare and help students transition to the other feeder school, and how to transition cases of students receiving SLS to your feeder school?). Please explain.

Exhibit B (FY20)

COUNTY OF SANTA CLARA HEALTH SYSTEM, BEHAVIORAL HEALTH SERVICES DEPARTMENT

AGENCY NAME: Mountain View Whisman School District
 PROGRAM NAME: School Linked Services Coordinator
 DIVISION: Family & Children
 SUBDIVISION: MHSA School Linked Services

PO NUMBER: TBD
 Cost Center: 4383
 START DATE: July 1, 2019
 END DATE: June 30, 2020

PERSONNEL COSTS

Budget Items	FY2020	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
2 ** SLS Feeder School Coordinator	\$63,000	\$63,000
1.00 SLS MHSA Coordinator	\$30,000	\$30,000
Subtotal Salaries	\$93,000	\$93,000
Subtotal Personnel Costs	\$93,000	\$93,000

NON-PERSONNEL COSTS

Budget Items	FY2020	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
Family Engagement/Service Coordination ^	\$47,000	\$47,000
Training & Travel	\$2,174	\$2,174
Food/Childcare ^	\$3,000	\$3,000
Feeder Model: Family Engagement ^^	\$47,000	\$47,000
Feeder Model: Taining & Travel	\$4,348	\$4,348
Feeder Model: Food/Childcare ^^	\$3,000	\$3,000
Subtotal Operations Costs	\$106,522	\$106,522
Subtotal Non-Personnel Costs	\$106,522	\$106,522
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$199,522	\$199,522

REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>	
MHSA School Linked Services	\$199,522	4383	100.00%
Total Revenue	\$199,522		

MHSABDGT-VER01.02

Notes

**School District will match for one Feeder School Coordinator.

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

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

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon 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.