

**ATTACHMENT A**  
**TO EXHIBIT A**  
**TO AGREEMENT FOR EDUCATIONAL SERVICES WITH**  
**EFFECTIVE SCHOOL SOLUTIONS, LLC dated June 14, 2021**

1. Effective School Solutions (“Consultant”) shall provide the therapeutic mental health services of four (4) full time California-licensed mental health professionals for the 2021-2022 school year, defined as the period from the first to the last day of student instruction per the District’s Instructional Calendar (the “School Year”). The 2021-2022 School Year is the period from June 14, 2021 through June 30, 2022. All mental health professionals provided by Consultant under the Agreement, on a permanent or substitute basis, will hold a license from one or more of the following California Board of Behavioral Sciences. The mental health professionals shall work under the direction and supervision of Effective School Solutions, and in conjunction with staff designated by the Gilroy High School and Brownell Academy Middle School (each a “School, and collectively the “Schools”). The licensed mental health professionals shall satisfactorily complete a criminal history record check before providing services to the District, as further detailed in the Agreement. These mental health professionals shall be present at all times during the Term (defined in the Agreement) when each School is in session during the School Year. Effective School Solutions shall provide therapeutic mental health services for a maximum of ten (10) students per licensed mental health professional (hereinafter referred to as “cohort”) enrolled in each School at any given time during the Full School Year. The students in the cohort need not necessarily be the same students for the entire period at the School. It is understood that Effective School Solutions will be reasonably available prior to the start of each period above for consultation for preparation of the launching of ESS services and to provide parent informational sessions to help assist in the transition of students returning to the District and entering ESS programming. Furthermore, in the weeks preceding the beginning of each of the periods above, ESS will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.

2. Unless otherwise determined jointly by District and Consultant, working in good faith consultation with each other, and following an assessment of the needs of a particular student or students, the therapeutic mental health services shall include and be scheduled, as follows:

- a) one (1) individual psychotherapy session each week for each student and family therapy typically offered on a twice-monthly basis.
- b) one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than eleven (11) on a consistent basis; and
- c) one (1) multifamily group therapy session each month.

If elected by the District, Effective School Solutions will provide its summer program (“summer program”) for up to ten (10) students per mental health professional enrolled at each School as noted below to the fee set forth in Section 11. The summer program is a five-week program scheduled during the months of July and August and includes twice-weekly group therapy sessions of ninety (90) minutes each and individual or family therapy sessions every other week. The students in the Summer Program need not necessarily be the same students for the entire period. In the event of a School closure, the implementation of required virtual learning, staggered schedules, and/or other modifications to School opening plans to address public health guidance, Effective School Solutions may make reasonable modifications to the delivery of the above services.

3. In the event one of the licensed mental health professionals is absent, Effective School Solutions shall exert its best efforts to assign a qualified substitute to provide the services. If a substitute cannot be obtained, Effective School Solutions shall use its best efforts to reschedule the services that were missed as soon as reasonably practical. If the services that are missed due to an absence are not rescheduled prior to the end of the School Year, Consultant agrees to provide those services, at no extra cost to the District, during an agreed-upon extended school year or summer program, as determined jointly by District and Consultant and consented to by any other affected parties; provided that, if there is an aggregate total of less than three days of service missed by Consultant’s licensed mental health professionals during a School Year and the District chooses not to renew the Agreement for the following School Year, Consultant shall be released from any obligation to provide make up services. If the District is not satisfied with the services provided by one or more of the licensed mental health professional assigned by Effective School Solutions, it may request a change in the professional assigned, in which case Effective School Solutions shall use commercially reasonable efforts to effectuate the change as quickly as possible but in no event later than sixty (60) days from the date Effective School Solutions receives the change

request in writing. For the avoidance of doubt, the District does not have the authority to discipline or terminate the employment of any Effective School Solutions personnel. Rather, the District will promptly report any concerns regarding the performance or conduct of an Effective School Solutions employee to the Executive Director of Effective School Solutions.

4. In addition to the services listed in Section 2 of this Attachment A, Effective School Solutions shall:

- a) direct its mental health professionals to regularly participate in a School teacher-led study skills class that is solely comprised of students in the cohort;
- b) have one (1) mental health professional monitor one (1) daily lunch period at each School that is solely comprised of students in the cohort;
- c) ensure that a mental health professional attends IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Attachment A; and
- d) provide up to four (4) professional development workshops of up to 3 hours each and serving up to 25 district staff members in each session during normal school hours on regularly scheduled school days or staff development days; and
- e) provide any other services listed in the Proposal (as defined in the Agreement).

In the event of a School closure, the implementation of required virtual learning, staggered schedules, and/or other modifications to School opening plans to address public health guidance, the parties shall, in good faith consultation with each other, make reasonable modifications to the delivery of the above services.

5. Effective School Solutions shall provide all the clinical and administrative services outlined in this Attachment A during normal School hours on regularly scheduled School days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at a School during evening hours where reasonable for all parties involved. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, Consultant will reschedule the missed session.

In addition, services that are not provided during the School Year due to Consultant's absence or failure to reschedule missed services will be provided, at no additional cost to the District, during extended school or during a summer program, as agreed by District and Consultant and any other affected parties; provided that, if there is an aggregate total of less than three days of service missed by Consultant's licensed mental health professionals during a School Year and the District chooses not to renew the Agreement for the following School Year, Consultant shall be released from any obligation to provide make up services.

6. If there is an extended School facility closure (e.g., for public health reasons) during the Term or any Renewal School Year (defined in Section 11 of this Attachment A), Effective School Solutions will cooperate with District to ensure that all services scheduled or required to be provided during the closure are provided by virtual or telephonic support consisting of a combination of virtual or telephonic individual therapy sessions, virtual or telephonic family therapy sessions and virtual or telephonic group therapy, consistent with Sections 2 and 4 of this Attachment A; provided that any virtual or telephonic services that are not a reasonable substitute for in-person services will be made up during extended school or a summer program, as agreed by District, Consultant and any affected parties. It is agreed that ESS staff members will continue to work full-time during any such closure and Consultant will cooperate with District to plan an extended school schedule or summer program, as appropriate and necessary, to make up any missed services to ensure that the impacted students receive, at no additional cost to the District, all services that would have otherwise been provided during the School Year.

7. The District shall provide Effective School Solutions with:
- a) a confidential office for the mental health professionals to provide individual therapy sessions at each School;
  - b) a classroom or similar space to conduct group therapy sessions, multifamily therapy groups and study skills classes;
  - c) filing cabinet(s) with locking mechanisms to secure confidential records; and
  - d) use of telephones and laptops with Internet capabilities for each assigned mental health professional at no cost to Effective School Solutions. The laptop will have a current, supported operating system and regularly

updated anti-virus software and other security protocols in accordance with the district's security policies.

- e) access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort provided services by Effective School Solutions, in a manner prescribed by the District, subject to state and federal requirements for confidentiality of student education records and personally identifiable information. To the extent that confidential student education records or other confidential student information comes into the possession of Effective School Solutions, Effective School Solutions shall not further disclose that information without appropriate parental consent unless required by applicable law.

8. Effective School Solutions shall be designated as a "school official" by the District for the purpose of providing services to students pursuant to the terms of the Agreement. All records of the services provided by Effective School Solutions to students of the District shall be considered Education Records, as defined by FERPA, and shall be maintained by Effective School Solutions in accordance with applicable law on behalf of the District until the earlier of: (i) termination of the Agreement or (ii) a District request that said record are transferred to or at the direction of the District. Effective School Solutions shall make all records of services provided to such students in the cohort available to the District upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. Effective School Solutions shall provide parents/students with an acknowledgement for their signature, which confirms that any information received by Effective School Solutions from the student is part of the student's Education Record, whether maintained by Effective School Solutions or directly by District. Once a student is no longer receiving services, Effective School Solutions shall deliver all original records pertaining to that student to the District and Effective School Solutions shall not retain any copies, drafts or notes relating to any District student, except for records of which students received Services under the Agreement, which shall be maintained in accordance with FERPA and any other applicable laws.

9. All computers furnished by the District in accordance with the terms of this Attachment A shall be password protected with access limited to Effective School Solutions and District authorized personnel. The District shall ensure the security of all data in such computers

to the same extent as it ensures the safety and confidentiality of all similar student data. Such computers shall remain the property of the District, shall not be used for any non-District purpose, shall be adequately cared for and protected by Consultant and shall be returned to District upon request or upon termination of the Agreement, whichever occurs first.

10. Effective School Solutions and the District shall work in mutual good faith collaboration to determine whether a student may enter or remain in the cohort once a student has been referred by the District for services described in this Attachment A. It is expressly understood that the primary reason for Effective School Solutions to propose either rejecting a student or commencing the removal of a student from the cohort is a student's unwillingness to appropriately participate in the services outlined in this Attachment A or if Effective School Solutions has reason to believe the student is a danger to himself/herself or others.

11. The District agrees to pay Effective School Solutions six hundred ninety thousand dollars (\$690,000) for the services set forth in this Attachment A and the Agreement during Term. Said compensation will be paid in 10 equal installments of \$69,000 each, commencing on August 1, 2021.

District will not require Consultant to provide invoices prior to payment on an installment. However, Consultant agrees to provide District written summaries, in form and content satisfactory to the District, of all services provided by Consultant during each month of the Term.

Compensation for a successive school year period (each a "Renewal School Year"), if any, will be as follows: (i) \$703,800 for the 2022-2023 Renewal School Year; and (ii) as agreed in the applicable addendum for any subsequent Renewal School Year. Unless otherwise agreed for any Renewal School Year, compensation for services rendered during a School Year will be paid in full in ten (10) equal and consecutive monthly installments.

Consultant agrees to provide any services requested by District in connection with a summer program at the following rates:

- a) \$12,000 for a summer program of up to two mental health professionals
- b) \$4,000 for every subsequent mental health professional providing services for a summer program

If the district provides written notice of intent to renew for a Renewal School Year by April 15<sup>th</sup> each year, the summer program will be offered at no charge for each summer preceding the school year for which renewal is confirmed.

12. Each party represents and warrants that it will comply with federal, state, and local public health guidance in the conduct of the work supported by this Agreement.

13. The parties each acknowledge and agree that Effective School Solutions does not bill directly to Medicaid or to any other state-funded programs. Upon reasonable request by the District, Consultant shall provide information to the District to assist the District to bill to Medicaid or any other state or publicly funded programs. To the extent permitted by law, the District will hold harmless, indemnify and defend Effective School Solutions and its directors, employees, agents, successors and permitted assigns from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, incurred by Effective School Solutions, relating to or resulting from any claim arising out of or occurring in connection with any actual or alleged overpayments or billings errors or improprieties concerning Medicaid or any other state or publicly funded programs, or any other actual or alleged violation by the District, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order.

14. If the District or any of its representatives determines that applicable law, regulation, or in legal proceedings or other similar process requires disclose the Agreement in a manner other than through the District's process for Board approval, the District will, unless prohibited by law, provide Effective School Solutions with notice of such requirement prior to disclosure of the Agreement.

15. Effective School Solutions agrees to comply with California Education Code Section 45125.1, requiring all individuals providing services to public school students to be fingerprinted by the California Department of Justice for a criminal records check. No such individual may be permitted to come in contact with students until the records check is complete. No individual with a record of conviction for a serious or violent felony may be assigned to perform services that will place them in contact with students, with the exception of an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1. Consultant agrees to provide the FINGERPRINTING/CRIMINAL BACKGROUND CERTIFICATION attached to the Agreement for each person Consultant designates to provide Services under the Agreement and this Attachment A.

16. Effective School Solutions shall maintain professional liability insurance and business automobile liability (for any autos owned or rented by Consultant or its employees that are driven to a District property) coverage in the minimum amount of \$1,000,000.00 during the Term. In compliance with the provisions of Section VII of Exhibit A to the Agreement, Effective School Solutions shall furnish the District with a copy of certificates of insurance and any required endorsements prior to the rendering of the therapeutic mental health services set forth in this Attachment A. In addition to professional liability insurance, Consultant shall maintain worker's compensation coverage in accordance with the laws of the State of California.

17. The District acknowledges that as a result of training by, experience with, and a relationship with Effective School Solutions, all Effective School Solutions' employees are privy to much or all of Effective School Solutions' trade secrets, confidential information, and proprietary information. In the interest of protecting such trade secrets, confidential information, and proprietary information from disclosure or other improper use, the District and each School agree not to recruit, solicit, hire or otherwise use as a consultant any employee or former employee of Effective School Solutions, including but not limited to Effective School Solutions regional directors, coordinators, and clinicians (each, an "ESS Employee"), who provides and/or provided services to the District or School, pursuant to this Agreement for a period of one (1) year from the date the employee last provided services to the District or School as an ESS Employee.

18. It is agreed that all intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials prepared by or on behalf of Effective School Solutions independently of the Agreement and that are utilized by Consultant, or handed out to District students or staff as informational or reference materials, in the course of performing its obligations under this Attachment and the Agreement (collectively, the "Consultant's Materials") is owned and will continue to be owned by Effective School Solutions. Effective School Solutions hereby grants the District, its students and staff a license to use of all Consultant's Materials free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and



perpetual basis to the extent necessary to enable the District to make reasonable use of the Consultant's Materials.