



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Los Gatos Union School District		
Purchase Order Number:			
Agency/Department Name:	Behavioral Health Services Department	Department Number:	0415
Brief Description of Services	Contractor to conduct the School Linked Services (SLS) Initiative, and 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:	\$100,000.00
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Term of Agreement

Start Date:	End Date: 6/30/2022
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	\$100,000.00	FY22 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)	Los Gatos Union School District				
Contact Person:	Misty Hartung				
Street Address*:	17010 Roberts Rd.				
City*:	Los Gatos	State:	CA	Zip:	95032
Telephone Number*:	408-335-2357				
Email Address*:	mhartung@lgusd.org				
SCC Vendor Number: (As Assigned in SAP)	1028877				

*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:	Guadalupe Ramirez				
Street Address:	725 E. Santa Clara Street				
City:	San Jose	State:	CA	Zip:	95112
Telephone Number:	408-299-7949				
Fiscal Contact: (Accounts Payable Contact)	Angeleah Macatiag (669) 235-2152				
Contract Preparer:	Jason Truchon (669) 235-2111				



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SECTION III: CONTRACT AUTHORIZATION

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

SIGNATURES

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

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



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SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

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

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

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
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Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
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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
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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
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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
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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
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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
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Bus. License #:		Issued by:	
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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
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Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No
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If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
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If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>
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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:	
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COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION V: CONTRACT SPECIFICS

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

Or



See Attachment:

A

incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Or



See Attachment:

A

Incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Or



See Attachment:

A

Incorporated by this reference.

D. PAYMENT SCHEDULE

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

Is contractor a Community Based Organization (CBO)?

Yes

☐

No

☒

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, 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.



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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.



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- (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 _____, 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.



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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.



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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.



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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.

<input type="checkbox"/>	2.25% 10 Net 45 (provides 35 days of cash acceleration)
<input type="checkbox"/>	2.00% 15 Net 45 (provides 30 days of cash acceleration)
<input type="checkbox"/>	1.75% 20 Net 45 (provides 25 days of cash acceleration)
<input type="checkbox"/>	1.33% 25 Net 45 (provides 20 days of cash acceleration)
<input type="checkbox"/>	1.00% 30 Net 45 (provides 15 days of cash acceleration)
<input checked="" type="checkbox"/>	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

<input checked="checked" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)

Insurance Exhibit Name: B-2A



COUNTY OF SANTA CLARA SERVICE AGREEMENT

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:

- 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.

SECTION V: CONTRACT SPECIFICS**A. SCHOOL-LINKED SERVICES (SLS) DESCRIPTION**

1. Funded by the County of Santa Clara (“County”), the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) category and school districts, the School-Linked Services (SLS) Initiative includes service coordination and school-based behavioral health services through programs such as Family Engagement (FE), Prevention and Early Intervention (PEI), SLS Behavioral Health (SLS BH), and other programs funded by the state in schools throughout the County. Through these programs, schools become a place where youth and their families can find a network of support and services.
2. The SLS Initiative aims to:
 - a. Provide culturally competent, coordinated services that meet the students’ needs with an emphasis on prevention and early intervention;
 - b. Build stronger relationships between parents or caregivers and teachers and schools;
 - c. Foster a positive school climate and culture; and
 - d. Make schools into community hubs and build local services and supports; and using data to facilitate and inform services, track results, and improve interventions.
3. SLS FE Program
 - a. SLS is a partnership with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS encompasses service coordination for students and their families to community resources, school-based behavioral health services, and other supports and services. Services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in the County.
 - b. The SLS FE program includes the following four (4) SLS Essential Elements:
 - i. Service Coordination;
 - ii. Family Engagement;
 - iii. Campus Collaborative; and
 - iv. Co-investment.

B. SERVICE DESCRIPTION

1. This Agreement pertains to a collaborative endeavor between the County of Santa Clara Behavioral Health Services Department (BHSD) and Los Gatos Union School District (“Contractor”) to conduct the SLS FE services.
2. The SLS FE Essential Elements shall be conducted through partnership and communication across the school-level and/or district-level leadership teams (e.g., Multi-Tiered System of Supports [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.
3. The SLS Family Engagement Program 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., MTSS and Positive Behavioral Interventions and Supports [PBIS]) to effectively coordinate services.

4. An SLS Integrated Implementation Plan shall be developed by the school districts in partnership with the BHSD to comprehensively delineate how SLS shall be fully integrated with existing systems.
5. Contractor shall serve all school sites within district. SLS Coordinators shall provide family engagement activities and service coordination to programs, services, and activities for students and their families.

C. DELIVERABLES

1. The County's responsibilities under the Agreement include, but are not limited to, the following:
 - a. 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:
 - i. The BHSD Program Monitor shall send a letter alerting Contractor that the program is operating below Agreement standards listing some possible corrective measures;
 - ii. The BHSD Program Monitor shall schedule a meeting with Contractor to develop and put into action a Corrective Plan of Action;
 - iii. 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
 - iv. Recurring compliance issues with Contractor that remain unresolved during the fiscal year may be referred by the BHSD Program Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
 - b. Determine if Agreement shall be renewed for an additional Fiscal Year.
 - c. The County's responsibilities for the SLS Initiative programs include the following:
 - i. Provide program oversight for the SLS Initiative.
 - ii. Facilitate relationship between Contractor and its SLS service providers.
 - iii. Monitor the SLS Initiative programs and communicate information to various audiences including stakeholders, Mental Health Oversight and Accountability Committee (MHSOAC), Executive Steering Committee, and the Board of Supervisors about program process and outcome measures.
 - iv. Determine adjustments and modifications to the SLS Initiative program(s) in conjunction with Contractor.
2. Contractor's responsibilities under the Agreement shall include, but are not limited to, the following:
 - a. SLS Initiative
 - i. Attend provider and school district meetings on a monthly to quarterly basis.
 - ii. Attend stakeholder meetings.
 - b. Family Engagement Program
 - i. SLS Coordinator(s) shall be trained in the areas such as service coordination, early childhood development, trauma informed care, etc.
 - ii. Collect and submit data to the County on a quarterly basis.

Los Gatos Union School District
Attachment A: Contract Specifics

- iii. 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
 - (b) Facilitating a minimum of one Family Engagement workshop per quarter
 - (c) Facilitating a minimum of one Campus Collaborative meeting per quarter
- c. 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 or revised, if plan is already in existence, before the start of the academic year. Contractor shall:
 - i. Incorporate the SLS Initiative program(s) into existing referral system.
 - ii. Assume responsibility for all costs associated with hiring, onboarding, training, and expenses acquired to maintain personnel licenses current, if applicable.
 - iii. Ensure that Contractor's staff who generate referrals are available for the County's information sessions regarding the SLS Initiative programs.
 - iv. Ensure that supplemental information associated with data outcomes and referral are generated.
 - v. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
 - vi. Build and maintain strong collaboration and communication with school administrators, program directors, service providers, families, community organizations, and other stakeholders.
 - vii. 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.
 - viii. 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.
 - ix. 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.
 - x. Develop and maintain service inventory (e.g., services provided at school sites) to assist students and families with linkage to community resources.
 - xi. Follow school district protocol and procedure to address crisis situations and assist in connecting students to appropriate services.
- 3. 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 was previously approved.

- i. If activity has not been approved prior and/or activity is requiring family engagement funds, SLS Coordinator shall submit a request for approval to the BHSD Program 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 Campus Collaborative members; and
- d. SLS Coordinator shall partner with the Campus Collaborative members to conduct program needs assessment and implement family engagement programs.
- 4. Campus Collaborative at Designated School Sites
 - a. Develop, manage, and facilitate monthly Campus Collaborative, or similar groups, to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders.
 - b. During the Campus Collaborative, gather input from group members to inform the SLS plans (e.g., implementation) 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.

D. PROGRAM OUTCOMES AND PERFORMANCE STANDARDS

- 1. SLS Initiative Goals and Outcomes
 - a. The County's SLS program is funded by the MHSA. Contractor shall implement the SLS Initiative program(s) in accordance with California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 6.
 - b. Equitable opportunities within schools and communities for students to have universal access to mental health services.
- 2. Family Engagement Program
 - a. By serving the needs of the child and family through coordinated, integrated approaches on school campuses, SLS shall create equitable opportunities within schools and communities.
 - b. Provide students and families' early prevention services.
 - c. Support student engagement and success inside and outside the classroom.
 - d. Support student's mental health outcomes within our schools.
 - e. Outcomes include the following but are not limited to:
 - i. Increase family access to community resources and services.
 - ii. Improve families' knowledge and behaviors related to school support, health, and well-being.
 - (a) Following SLS service coordination, family engagement, and/or workshop/series, families shall report:
 - (i) Gained knowledge about behaviors that support their child/family and increase well-being;
 - (ii) Improved family relationships;
 - (iii) Increased their connectedness with school; and
 - (iv) Participated in at least one of the indicated school-based activities.
 - iii. Improve student academic outcomes, health, and well-being.

Los Gatos Union School District
Attachment A: Contract Specifics

- (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:
 - (i) Academic;
 - (ii) Attendance;
 - (iii) Behavior; and
 - (iv) Social-emotional well-being.
 - iv. Improve school climate and school-family-community partnership.
 - (a) Members of the Campus Collaborative and school administrators shall report:
 - (i) Improvement in school environment;
 - (ii) SLS contributed to school climate and partnerships.
 - (b) Families shall report:
 - (i) Ability to connect and engage with the school community;
 - (ii) SLS' positive contribution to sense of connection and engagement with the school community.
 - v. 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 shall be de-identified and County's reports on outcomes shall only contain aggregated data.
- f. Additional outcomes per MHSA PEI include but not limited to:
 - i. Suicide
 - ii. Incarcerations
 - iii. School failure or dropout
 - iv. Unemployment
 - v. Prolonged suffering
 - vi. Homelessness
 - vii. Removal of children from their home

3. Measurement Method

- a. Contractor shall provide data for program evaluation including but not limited to:
 - i. Student data collected after the end of each quarter including 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, etc.), and academic-related data (e.g., attendance, student achievement, etc.).
 - ii. Narrative report collected after the end of each quarter including observations, successes, areas of strength, challenges, and success stories.
 - iii. Service inventory information collected annually after the end of the first quarter.
 - iv. Contact information, such as email address and/or phone number of parents or caregivers for the purposes of quality improvement by collecting satisfaction surveys.
- b. 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:
 - i. Service Link Application in DataZone;

Los Gatos Union School District
Attachment A: Contract Specifics

- ii. SLS Excel Data Collection Tool (provided by the BHSD Program Monitor);
 - iii. Data exported from student information system that includes all indicators required by SLS data collection; and
 - iv. Word document for narrative report (provided by the BHSD Program Monitor)
 - c. Prior to submitting data, Contractor must ensure:
 - i. Data is de-identified;
 - ii. Data entry is complete and all required indicators are collected for each entry; and
 - iii. SLS Coordinator reviews data before submission.
 - d. Contractor shall support the BHSD with collecting data on Contractor and client satisfaction by disseminating surveys (e.g., SLS Caregiver Follow Up Survey and SLS Superintendent and Supervisor Survey) to program participants at frequency determined by the BHSD.
4. Other data collection tools may be implemented as needed to support SLS data and evaluation and continuous quality improvement.
 5. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328 et seq., California Civil code section 56.10, et seq., and California Evidence Code section 1010 et seq.
 6. 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.
 7. 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.
 8. 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.
 - a. 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.
 - b. 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.
 - c. 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.
 - i. 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.

9. Other Requirements:

- a. Contractor shall align with the SLS Initiative's aim to improve the coordination, design, and implementation of multi-agency services provided to students in County schools, so that services are accessible, effective, and responsive to students' and families' needs.

E. FAMILY ENGAGEMENT SLS CORDINATOR QUALIFICATIONS

1. Contractor shall hire SLS Coordinators with the following preferred 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 (e.g., Word, Excel, PowerPoint, and Outlook);
 - c. Knowledge of and experience in computer software (e.g., 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;
 - g. Ability to organize work, set priorities, meet deadlines, follow up on assignments, and perform multiple tasks with accuracy;
 - h. Ability to access bio-psycho-socio-economic factors affecting individuals and families interpret rules and regulation relating to public social services and resources for children and families;
 - i. Knowledge and ability to support families under distress and emotional turmoil; and
 - j. Ability to manage caseload in a timely manner while navigating other program responsibilities.
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.
4. 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.

F. PAYMENT SCHEDULE

Los Gatos Union School District
Attachment A: Contract Specifics

1. Contractor shall allocate and spend funds according to the Fiscal Year budget provided by the BHSD.
2. Contractor shall provide a match for family engagement/service coordination at the district level according to the Fiscal Year budget provided by the BHSD.
3. Contractor shall submit monthly invoices to the BHSD Program Monitor for costs incurred under this Agreement.
 - a. District employees with benefits: If an SLS Coordinator is a district staff member, 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 for developing the hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator should be paid the set hourly wage amount for the times worked for each pay period.
 - c. Contractor shall invoice for services within two (2) months of completion of events, programs, workshops, and completion of trainings.
 - d. Contractor shall invoice for purchases within one (1) month.
4. Format of invoices shall comply with the Children, Youth, and Families Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
 - a. Contractor's name and address, date, invoice number, total invoice amount, invoice date, invoice period being billed, prior drawdowns, current balance, current drawdown, and available balance;
 - b. Description of the services/deliverable and total hours of services rendered; and
 - c. Invoices, receipts, and supporting documents.
5. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
6. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.
7. Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.
8. Contractor shall provide a monthly invoice.
9. 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 B (FY22)

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

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

PO NUMBER: TBD
 Cost Center: 4383
 START DATE: Enter state-date on General Inputs tab
 END DATE: June 30, 2022

PERSONNEL COSTS

Budget Items	FY2022	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
1.00 SLS MHSA Coordinator	\$85,000	\$85,000
Subtotal Salaries	\$85,000	\$85,000
Subtotal Personnel Costs	\$85,000	\$85,000

NON-PERSONNEL COSTS

Budget Items	FY2022	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
Training & Travel	\$15,000	\$15,000
Subtotal Operations Costs	\$15,000	\$15,000
Subtotal Non-Personnel Costs	\$15,000	\$15,000
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$100,000	\$100,000

REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>
PEI-P2, (SLS) Initiative	\$100,000	4383 100.00%
Total Revenue	\$100,000	

FY22: School District's co-investment to the program is Family Engagement activities including food, supply, material needs and benefits for the SLS Coordinator.

MHSABDGT-VER01.02

EXHIBIT B-2A (Revised)

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$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-2A (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 - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - 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-2A (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 hundred thousand dollars (\$100,000) 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 hundred thousand dollars (\$100,000) 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-2A (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.