

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4400008826	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 292,348.00		Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 438,522.00	
Current Agreement End Date:	06/30/2026		New Agreement End Date:	06/30/2027	

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<i>Line 1</i>	H	415	5255100	4383	\$ 146,174.00	FY27 Services	
<i>Line 2</i>	Select						
<i>Line 3</i>	Select						
<i>Line 4</i>	Select						
<i>Line 5</i>	Select						

Parties to Agreement

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

Contractor

Contractor Name (As Displayed In SAP):	San Jose Unified School District
Contact Person:	Tracy Morrison
Street Address *:	855 Lenzen Ave.
City, State, Zip *:	San Jose CA, 95126
Telephone Number *:	(408) 535-6195
Email Address *:	tmorrison@sjusd.org
SCC Vendor Number (As Assigned In SAP):	1009171

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

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

County of Santa Clara	
Agency / Department:	Behavioral Health Services Department Department Number: 415
Program Manager or Contract Monitor Name:	Natalie Mckelvey
Street Address:	725 E. Santa Clara St.
City, State, Zip:	San Jose CA, 95112
Telephone Number:	(408) 794-0670
Fiscal Contact (Accounts Payable Contact):	Angeleah Macatiag (669) 235-2152
Contract Preparer:	Kevin Nguyen (669) 649-1759

Signatures

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

Agency/Department Manager:		Date:
Agency/Department Fiscal Officer:		Date:
Contractor:		Date:
County Authorized Representative: <i>(Procurement Department, President of the Board of Supervisors, Delegated Authority)</i>		Date:
County Counsel: <i>(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.) Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.</i>		Date:
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Curtis Boone Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

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Reason(s) for Amending the Service Agreement



Amend Term of Agreement

The Behavioral Health Services Department (BHSD) continues to require its partnership with Contractor in supervising a Service Coordinator to provide services in line with the School Linked Services (SLS).

Please extend term through June 30, 2027.

Or see Attachment _____ as incorporated by this reference



Amend Contract Specifics

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

Exhibit A4 is replaced in its entirety by Exhibit A7: General Contract Requirements
 Exhibit A5 is replaced in its entirety by Exhibit A8: School Linked Services (SLS) Program Requirements.

Exhibit A6 is removed in its entirety.

Or see Attachment _____ as incorporated by this reference



Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ \$ 292,348.00
B.	Amount of increase or decrease: (Explain below)	\$ 146,174.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 438,522.00

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

See attached Exhibit B2 (FY27).

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

<input checked="" type="checkbox"/>	Amend Standard Provisions
Or see Attachment _____ as incorporated by this reference Or Section VI. Standard Provisions is replaced in its entirety by Attachment <u>E1</u>	

<input checked="" type="checkbox"/>	Other (please explain below)
Exhibit F is replaced in its entirety by Exhibit F1: SLS School Sites.	
Or see Attachment _____ as incorporated by this reference	

Contract History	
Total financial obligation from prior fiscal year(s):	\$ 292,348.00 (FY26)
Financial obligation in current fiscal year:	\$ 146,174.00 (FY27)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 438,522.00 (FY25-27)

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

General Contract Requirements

A. Service Description and Expected Outcome

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

B. Deliverables, Milestones, Timelines for Performance

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

San Jose Unified School District
Exhibit A7: General Contract Requirements

- 3) BHSD shall hold a collaborative meeting between BHSD and Contractor to discuss and determine the Corrective Plan of Action to ensure program success; and
 - 4) Recurring compliance issues with the Contractor that remain unresolved during the fiscal year may be referred by the BHSD Program Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
2. The Contractor shall provide the following:
- a. Contractor shall provide information to assist in coordinating referrals such as, identifying a school liaison for BHSD staff and CCPs, school contacts and information, referrals procedures, and coordination of Medi-Cal or uninsured moderate to intensive level students.
 - 1) Contractor shall update and maintain a school liaison for BHSD staff and CCPs.
 - b. Contractor shall maintain referral logs containing current referral status, which shall be made available upon BHSD's request.
 - c. Contractor shall provide designated onsite space for Outpatient Peers, Family Partners, Case Managers, Family Specialists, Mental Health Rehabilitation Counselors, Counselors and/or Clinicians to meet with students for confidential services.
 - 1) Contractor shall ensure that designated school provides access to adequate office and group meeting space necessary for BHSD staff and programs to provide confidential services in a consistent location.
 - d. Contractor shall facilitate provision of school-based program(s) in the student's home, community, or any other setting as appropriate, in addition to on-site.
 - e. If needed, the Contractor shall provide space to secure any student information in compliance with the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) regulations.
 - f. Contractor shall orient and integrate the school-based program(s) in existing school processes.
 - g. Contractor shall facilitate the introduction of service provider(s) at student orientations to support the concept of treatment provider(s) being an integral part of school support services.
 - h. Contractor shall facilitate adequate referrals to justify BHSD staffing resources on campus.
 - i. Contractor shall also ensure and/or facilitate access to school system telephones and/or dedicated telephone lines, copy machines, fax machines, or other equipment for BHSD staff to support the provision of the school-based program(s). BHSD management shall consider the provision of this equipment as an in-kind contribution in partial satisfaction of the co-investment/match requirement set forth in Exhibit A8 and Exhibit B2.
 - j. Contractor shall ensure that designated school sites provide BHSD staff access to the school facility to provide the school-based program(s) as needed, and refer these services to students and their families, during and after regular school hours of operation. This may include evenings and academic holidays, vacations, and summer months. Keys and other items necessary to access confidential space for individual and group services shall be provided as requested.
 - k. Contractor agrees that BHSD CCPs and County staff, if applicable, may provide services throughout the calendar year. Contractor shall encourage and promote continued collaboration between the Contractor and BHSD staff to utilize services during academic vacations.

San Jose Unified School District
Exhibit A7: General Contract Requirements

- l. Contractor shall provide Santa Clara County with a current copy of the fire clearance or attestation letter for each school site, including Contractor's site.
- m. Contractor shall provide timely notification to BHSD Program Monitor of any specific policy, school site, or Contractor ordinance impacting BHSD Program Monitor providing on-site services, such as:
 - 1) Change in Contractor policies and processes; and
 - 2) Change in personnel clearances.
- o. Contractor shall maintain all records related to services provided under this Agreement as required by federal, state, or local law and regulations, and at a minimum for the duration of this Agreement through the applicable retentions period. Contractor understands and agrees that the County has the right to audit the preceding records and shall provide copies of the records to the County at the Contractor's expense. Contractor shall provide any copies the County requests within ten (10) business days.
- p. Contractor agrees that the County provides funding for non-religious purposes and funding may only be used for such purposes. Contractor is prohibited from providing or failing to provide agreed-upon services under this agreement based upon religious affiliation.
- q. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328 et seq., California Civil Code section 56.10, et seq., and California Evidence Code section 1010 et seq.
- r. Students and families participating in the program may authorize the County or service providers to share certain information regarding their participation in the program with the Contractor.
 - 1) Contractor agrees to treat all such information as confidential and must use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement.
 - 2) Contractor may not release any of the information above to any entity or party other than the County or its designated service providers without the express written consent of the appropriate County manager or as may be required by law.
 - 3) Should the Contractor receive a subpoena, court order, or other legal document requiring release of the information or is informed that such a document is being requested, the Contractor must immediately give notice to the appropriate County manager to permit the County to seek a protective order or other similar order.
- s. Contractor shall align with the school-based programs and School Linked Services (SLS) Initiative aimed to improve the coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.
- t. Other requirements:
 - 1) Contractor shall continuously work to improve coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools so that services are accessible, effective, and responsive to students and their families' needs.

C. Conflict Resolution

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

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In Process

School Linked Services (SLS) Program Requirements**A. Service Description and Expected Outcome**

1. The SLS Program partners with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS Program encompasses service coordination for students and their families to community resources, and school-based behavioral health services. The SLS Program are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community-based organizations are developed in Santa Clara County.
2. The SLS Programs are school based behavioral health services through programs: School-Based Outpatient (SBOP), and other programs funded by the State in schools throughout the County along with the SLS Family Engagement (SLS FE) program, which provides service coordination and linkage, and is a co-invested funded program between the BHSD and Contractor. Contractor's co-investment/match requirement is set forth in Exhibit B2.
 - a. Contractor shall implement the SLS Program per the California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 7
 - b. Contractor shall provide equitable opportunities within schools and communities for students to have universal access to mental health services.
 - c. Contractor shall develop an implementation of a system of supports correlated to the Multi-Tiered System of Support (MTSS) framework.
3. The SLS Programs aim to:
 - a. Provide culturally competent, coordinated services that meet the students' needs with an emphasis on early intervention;
 - b. Build stronger relationships between parents or caregivers, teachers and schools;
 - c. Foster a positive school climate and culture; and
 - d. Make schools into community hubs and build local services and supports;
 - e. Using data to facilitate and inform services, track results, and improve student interventions.

B. Roles and Responsibilities for all SLS Program Categories

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

Program #1: School Linked Services Family Engagement (SLS FE) Program**A. Service Description and Expected Outcome**

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

B. Roles and Responsibilities

1. BHSD's roles and responsibilities are the following:
 - a. Meet with the Contractor on a regular basis to provide feedback, evaluation, and updates on contract changes.
 - b. Provide logistical support to assist Contractor in implementing the SLS FE Program at the initiation of services and ongoing, as needed.
 - c. Meet quarterly with the Contractor to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year.
 - d. Support the assigned SLS Coordinator(s) with training on data collection, accessing BHSD Children, Youth, and Family System of Care, the BHSD Call Center, County resources, and utilization of budget, if applicable.
 - e. SLS Coordinator(s) shall receive training in areas such as service coordination, early childhood development, and trauma informed care.
2. Contractor's roles and responsibilities are the following:
 - a. Assign one main contact for the district to communicate with BHSD about the FE Program.
 - b. Meet on regular basis with BHSD to engage in and participate in ongoing training(s), meetings, data collection processes and collaboration.

San Jose Unified School District
Exhibit A8: School Linked Services (SLS) Programs

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

San Jose Unified School District
Exhibit A8: School Linked Services (SLS) Programs

- k. Participate in efforts for feedback with the SLS Learning Collaborative to share information on successes, challenges, barriers, lessons learned, and other discussion topics.
- l. SLS Coordinator shall partner with the Campus Collaborative members to conduct the SLS Services Program needs assessment and implement SLS FE activities.

C. Deliverables

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

D. Outcomes

1. SLS FE Program outcomes are the following:

San Jose Unified School District
Exhibit A8: School Linked Services (SLS) Programs

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

E. Outcome Measurements

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

San Jose Unified School District
Exhibit A8: School Linked Services (SLS) Programs

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

F. Payment

1. Contractor shall allocate and spend funds according to the Exhibit B2 (FY27) budget provided by the BHSD.
2. Contractor shall identify, track, and monitor the Contractor's co-investment to the SLS FE program and provide to BHSD if requested.
3. Contractor shall submit invoices to the BHSD Program Monitor and BHSD Finance department for costs incurred under this Agreement.
 - a. Contractor shall include fiscal expenses incurred only from July 1, 2026, to June 30, 2027.
 - b. Contractor shall invoice for services within two (2) months of completion of events, programs, workshops, and completion of training(s).
 - c. Contractor shall invoice for purchases within one (1) month, if applicable to the budget.
4. Format of invoices shall comply with the Children, Youth, and Families Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
 - a. Contractor's name and address, date, invoice number, total invoice amount, invoice date, invoice period being billed, prior drawdowns, current balance, current drawdown, and available balance;
 - b. Description of the services/deliverable and total hours of services rendered; and
 - c. Invoices, receipts, and supporting documents.
5. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
6. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.

Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.

Program #2: School-Based Outpatient Program (SBOP)**A. Service Description and Expected Outcome**

1. Under this Program, BHSD and Contractor shall collaborate to facilitate the provision of SBOP Program services described below by one or more CCPs.
2. The SBOP Program provides mental health treatment services, including individual and family therapy, targeted case management, crisis intervention, and access to child psychiatry services, if needed. Services are provided primarily in the school setting, although they may be accessed at home, in the community, or the agencies' clinics. Services are individualized and tailored to the needs of the student based on age, developmental functioning level, history of trauma, cultural values, family environment and physical health.
3. The SBOP Program serves students ages six to eighteen (6 to 18) with Medi-Cal or without insurance residing within High-Risk Areas (HRAs) of Santa Clara County in designated SBOP schools, as determined by BHSD through data review of high-risk factors such as poverty, substance abuse, child removals, juvenile justice entries, mental health clients, school dropouts, single-parent households, felony arrests, teen mothers, low state-wide test scores, and low birth weight by zip code, in addition to, but not limited to, data on the Contractor's free and reduce lunch applications and Title 1 schools.
4. SBOP Program uses evidence-based modalities, that are appropriate for a school setting and school aged youth, to help support client care.
5. SBOP Program provides critical incident support to the school community, as needed. A critical incident is defined as an unexpected tragedy that occurs in the school community. School Districts may request support from a SBOP provider.
6. SBOP program provides targeted outreach and psychoeducation to students and families to increase access and knowledge of behavioral health services.

B. Roles and Responsibilities

1. Contractor's roles and responsibilities shall include, but not be limited, to the following:
 - a. Pre-screening referrals to ensure the family's interest in services.
 - b. Assess needs before intake, to refer families to appropriate services.
 - c. For parents who do not engage in the intake process, the Contractor shall inform CCP when school is in session to connect and encourage caregiver engagement in intake.
 - d. If CCP staff are unable to schedule intakes or receive verbal consent, the Contractor or school site designee shall notify the SBOP Coordinator or school staff responsible for referrals.
 - e. Meet regularly with CCP and BHSD to ensure the program runs smoothly and according to the standards of this Agreement.
 - f. Provide support to ensure the CCP and schools' needs are met to the extent possible.
 - g. Integrate program and program staff into existing processes, for example, the referral process and Coordination of Service Team meetings.
 - h. Ensure confidential space on the school campus for the CCP to deliver service.

San Jose Unified School District
Exhibit A8: School Linked Services (SLS) Programs

2. BHSD's roles and responsibilities shall include, but not be limited, to the following:
 - a. BHSD agrees to provide these services set forth herein at no financial cost to the Contractor.

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In Process

Exhibit B2 (FY27)

COUNTY OF SANTA CLARA HEALTH SYSTEM, DEPARTMENT OF BEHAVIORAL HEALTH SERVICES

AGENCY NAME: San Jose 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: July 1, 2026
 END DATE: June 30, 2027

PERSONNEL COSTS

Budget Items	FY2027	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
1.00 SLS MHSA Coordinator	\$94,000	\$94,000
Subtotal Salaries	\$94,000	\$94,000
Subtotal Personnel Costs	\$94,000	\$94,000

NON-PERSONNEL COSTS

Budget Items	FY2027	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
Family Engagement/Service Coordination	\$47,000	\$47,000
Training & Travel	\$2,174	\$2,174
Food/Childcare	\$3,000	\$3,000
Subtotal Operations Costs	\$52,174	\$52,174
Subtotal Non-Personnel Costs	\$52,174	\$52,174
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$146,174	\$146,174

REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>	
PEI-P2, (SLS) Initiative	\$146,174	4383	100.00%
Total Revenue	\$146,174		

FY27: Per SJUSD, School District will provide a match (\$50k) for family engagement/service coordination at district level.

EXHIBIT F1
ELIGIBLE SCHOOL SITES

SCHOOL DISTRICT San Jose Unified	BHSD Program	SCHOOL NAME	CCP	FTE
Exhibit A8 (SLS Programs)	<input checked="" type="checkbox"/> Program 1: SLS Family Engagement (FE)	N/A	N/A	1.0
	<input checked="" type="checkbox"/> Program 2: School-Based Outpatient	Gunderson High John Muir Middle Muwekma Ohlone Middle San Jose High Willow Glen Middle Willow Glen High Rachel Carson Elementary	Gardner Family Health Network	
		Allen at Steinbeck Almaden Elementary Anne Darling Elementary Ernesto Galarza Elementary Selma Olinder Elementary	Health Right 360	
		Broadway High Horace Mann Elementary Walter L. Bachrodt Elementary Abraham Lincoln High Grant Elementary Herbert Hoover Middle Merritt Trace Elementary Washington Elementary	Pacific Clinics	



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Version 9.18.2025

STANDARD PROVISIONS

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

A. ENTIRE AGREEMENT

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

B. AMENDMENTS

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

C. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

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

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board

of Supervisors or any Other Elected County Officer (“Elected County Officer”), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County’s Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in Santa Clara County. The parties agree that subject matter and personal jurisdiction are proper in state court in Santa Clara County and waive all venue objections.

F. ASSIGNMENT

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

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

H. WAIVER

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

I. TERMINATION



Standard Termination Language

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

-OR-



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

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

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

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable

Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status 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 J, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection J, 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 J 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 J on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

L. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities,(2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

M. FOOD AND BEVERAGES STANDARDS

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

If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

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

provided.

N. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make reasonable 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 attorneys’ fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. THIRD PARTY BENEFICIARIES

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

Q. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term “Deliverables” shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor’s agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

R. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not

supersede the requirements stated in VII of this agreement.

S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion.

Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County.

Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

T. COUNTY DATA

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

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

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

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

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

willful misconduct of personnel employed by the County.

U. PAYMENT TERM

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

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

V. CONTRACT EXECUTION

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

W. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is \$100,000 or more (“Direct Services Contract”), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee’s rights to bring any legal action for violation of the employee’s rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

X. SURVIVAL

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

Y. ACCESSIBILITY OF WEB CONTENT AND MOBILE APPLICATIONS INTENDED FOR PUBLIC USE

Any web content and/or mobile application created, modified, or published by the Contractor pursuant to this Agreement for public use shall comply with the Level A and Level AA or higher-level success criteria and conformance requirements specified in the 2018 or a later-published version of the Web Content Accessibility Guidelines 2.1, available at <https://www.w3.org/TR/2018/REC-WCAG21-20180605/>.