

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

This Service Agreement for School-Based Mental Health Services (“Agreement”) is made as of the 20th day of August in the year 2024, between the San José Unified School District (“District”) and Pacific Clinics (“Firm”). The District and Firm may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

1. **Services.** Firm shall furnish to the District the School-Based Mental Health Services. Services will be focused on tiered interventions and include direct student support (e.g., 1:1, groups, de-escalation), caregiver coaching, school staff consultation/coaching, caregiver/teacher workshops, case management/ linkage service plan development, and other services at the direction of the school administration. Various mental health-related concerns (e.g., social isolation, school refusal, ASD, ADHD, anxiety, depression, etc.) will be addressed through services. Services provided are flexible at the discretion of the school and/or district as more fully described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (“**Services**” or “**Work**”).
2. **Term.** Firm shall commence providing Services under this Agreement on **August 10, 2024, (“Effective Date”)** and will diligently perform as required or requested by District as applicable. Unless terminated earlier as provided herein, the term for these services shall expire on **May 31, 2025**.
3. **Location:** Ernesto Galarza Elementary School.
4. **Submittal of Documents.** Firm shall not commence performance of any Services under this Agreement until the Agreement has been fully executed and the Firm has submitted insurance certificates with requested limits listed in Section 14 of this Agreement.

This constitutes the entire Agreement between the District and Firm supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both Parties and approved by the District’s Board of Education.

5. **Compensation.** District agrees to pay Firm for services satisfactorily rendered pursuant to this Agreement, at the rates indicated and more specifically described in **Exhibit B (“Schedule of Fees and Charges”)**, invoiced to the District in monthly increments as services are actually completed on an hourly and a per-item basis, as applicable, and up to a maximum amount not-to-exceed Seventy-Two Thousand Dollars (\$72,000.00). (“**Estimate of Fee**”). Payment shall be made for all undisputed amounts within thirty (30) days after the Firm submits a detailed monthly invoice to the District’s Accounts Payable Department. A purchase order will be provided after the approval of this service agreement, all invoices must include the purchase order number. Failure to provide a detailed invoice with the purchase order number may cause a delay in payment.
6. **Expenses.** District shall not be liable to Firm for any costs or expenses paid or incurred by Firm in performing the Work.
7. **Materials.** Firm shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Independent Contractor.** Firm, in the performance of this Agreement, shall be and act as an independent Firm. Firm understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Firm shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Firm’s employees.
9. **Standard of Care.**
 - 9.1. Firm represents that Firm has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Firm’s Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Firm’s Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Firm hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

9.3. Firm shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Firm understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Firm in performing the Services.

9.4. Firm shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

10. **Originality of Services.** Firm agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Firm and shall not be copied in whole or in part from any other source, except that submitted to Firm by District as a basis for such services.

11. **Termination.**

11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Firm only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Firm. Notice shall be deemed given when received by the Firm or no later than three days after the day of mailing, whichever is sooner.

11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.2.1. material violation of this Agreement by the Firm; or

11.2.2. any act by Firm exposing the District to liability to others for personal injury or property damage; or

11.2.3. Firm is adjudged a bankrupt, Firm makes a general assignment for the benefit of creditors or a receiver is appointed on account of Firm's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Firm. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Firm shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.3. **With Cause by Firm.** The Firm has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Firm. Such termination shall be effective after receipt of written notice from Firm to the District.

11.4. Upon termination, Firm shall provide the District with all documents produced maintained or collected by Firm pursuant to this Agreement, whether or not such documents are final or draft documents.

11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Firm will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

12. **Force Majeure Clause.** Firm shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Firm. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Firm's performance of the Services impossible, and that event was not reasonably foreseeable at the time Firm executed this Agreement.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

13. **Indemnification.** To the furthest extent permitted by California law, Firm shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Firms, employees, trustees, and volunteers (“the indemnified Parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (“Claim”), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Firm, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Firm in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Firm proposes to defend the indemnified Parties.
14. **Release.** Firm acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Firm to enter upon and into the District’s site(s) or property(ies) (“Premises”). Firm further acknowledges that Firm’s use of the Premises may result in Firm’s exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively “Infectious Disease”). Firm further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Firm hereby releases the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Firm, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, Contractors and any other person tracing exposure or illness to Firm, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
15. **Insurance.**
- 15.1. Firm shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below:
- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Firm’s performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section [3700](#) of the California Labor Code, the Firm shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage		Minimum Requirement
Commercial General Liability Insurance	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property Damage	\$5,000
Abuse and Molestation Liability	Each Occurrence	\$3,000,000
	General Aggregate	\$3,000,000
Professional Liability	Each Occurrence	\$2,000,000
	General Aggregate	\$2,000,000
Workers’ Compensation		Statutory limits
Employer’s Liability	Each Occurrence	\$1,000,000

- 15.2. **Proof of Carriage of Insurance.** Firm shall not commence performing any portion of the Services until

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Firm's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15.4. **SubContractor.** Firm shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Firm or under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Firm hereunder.

16. **Assignment.** The obligations of Firm pursuant to this Agreement shall not be assigned by Firm.

17. **Compliance with Applicable Laws and District Use Rules.** In performing services under this Agreement, Firm shall comply with all applicable legal requirements. Firm must complete and sign the Contractor Certifications attached as Exhibit C when Firm submits this Agreement to the District. It shall be the sole responsibility of Firm to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement. Firm shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Firm observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Firm shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Firm's receipt of a written termination notice from the District. If Firm performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Firm shall bear all costs arising therefrom.

17.1. Firm's use of the District facilities and property to perform the Services shall be pursuant to the District's existing rules and regulations pertaining to the use of the District facilities and property as may be updated from time to time during the Term. To view the District's [Use of School Facilities](#) policy (code AR 1330), log onto our online portal and perform a search, instructions are in the [Policies and Regulations](#) section of our website: <https://www.sjUSD.org>.

17.2. Before and after school services require a facility use permit reservation for the space needed, using [Facilitron](#).

18. **Subcontractors.** Firm may contract for or employ at Firm's expense, subcontractors to the extent deemed necessary for completion of its Services, licensed as required by applicable law. The names of subcontractors and a detailed scope of the Services to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Firm's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Firm contracts with or employs a subcontractor for any portion of the Services, Firm shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Firm and the subcontractor, in compliance with applicable law; all Firm payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Firm under the terms of this Agreement. See insurance requirements in section 12.4 in this Agreement.

19. **Permits/Licenses.** Firm and all Firm's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

20. **Safety and Security.** Firm is responsible for maintaining safety in the performance of the Services. Firm shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Firm is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19).
21. **Employment with Public Agency.** Firm, if an employee of another public agency, agrees that Firm will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Firm agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Firm agrees to require like compliance by all its subcontractor(s).
23. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Firm's and any subcontractor's premises to review and audit, the Firm's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Firm's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Firm with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
- 23.1. Firm shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Firm transacted under this Agreement. Firm shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 23.2. Firm shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Firm and shall conduct audit(s) during Firm's normal business hours, unless Firm otherwise consents.
- 23.3. Firm shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
- 23.4. Firm shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Firm's Work-related documents, records and information. The District's Audit Right and Firm's compliance with the same, shall be at no additional cost to the District.
- 23.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Firm not in accordance with the provisions of this Agreement, Firm shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
- 23.6. Firm acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § [6250](#) et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Firm's control regardless if created, sent, received, stored, or maintained in a personal account or device of Firm or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Firm agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Firm's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

24. **District's Evaluation of Firm and Firm's Employees and/or Subcontractors.** The District may evaluate the Firm in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Firm and the Firm's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Firm, Firm's employee(s), and/or subcontractor(s).
 - 24.3. Firm agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Firm to satisfy the District's request.
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement.
26. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Firm shall neither rescind this Agreement nor stop performance of the Services.
27. **Confidentiality.** Firm and all Firm's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

San José Unified School District
ATTN: Purchasing & Contract Management
855 Lenzen Avenue
San José, CA 95126

Pacific Clinics
ATTN: Kim M. Wells, Chief Legal Officer
499 Loma Alta Ave.
Los Gatos, CA 95030
Tel: (916) 388-6327

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority of Executing Officer of Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
33. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 34. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

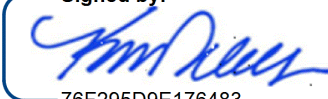
San José Unified School District

Pacific Clinics

Date:

Date: 8/23/2024

Tracy Morrison
Director, Procurement

Signed by:

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Kim M. Wells
Chief Legal Officer

Initial
MPA

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

**EXHIBIT A
DESCRIPTION OF SERVICES**

SCHOOL-BASED MENTAL HEALTH SERVICES

Background

In keeping with district policy and applicable law, this agreement shall be let pursuant to a fair, competitive selection process. Government Code Section 4529.12 requires a “competitive selection process” in the selection of all professional services. The district solicited Requests for Qualifications and Proposals (RFQP) for independent contractors (per RFQP 2023-1005) for School-Based Mental Health Services. Responses were received and independently paper screened. Individual firms were interviewed, scored and ranked, and an eligibility pool was approved by the Board on May 25, 2023. Staff considered the scope, schedule and staffing needs of this project, including the prospective leveraging of resources, and selected **Pacific Clinics** from the above-mentioned pool and negotiated agreement [EY 2024 RFP Student Services Pacific Clinics Agreement](#) to provide School-Based Mental Health Services to San José Unified School District schools during the 2023-2024 school year.”

The District is willing to enter into a new Service Agreement with **Pacific Clinics** for School-Based Mental Health Services at **Ernesto Galarza Elementary School** during the 2024-2025 school year.

Description of Services

The District’s vision is preparing today’s students to be the thinkers, leaders, and creators of tomorrow. In alignment with this, District is seeking certified Providers to deliver School-Based Mental Health Services for students in Transitional Kindergarten through Grade 12. Providers will be responsible for 1:1 individual mental health counseling with students. Students will be referred for these services by school site staff as well as parent request. Providers must be able to communicate effectively with school staff about the services they are providing for students. Providers may occasionally be asked to provide small group services at a staff/student ratio of 1:5. Providers may also be asked to provide staff professional development around student mental health needs depending on the needs of the school site. School sites shall be assigned by the District based on need.

1. **Program Requirements.** Providing Services to Transitional Kindergarten through Grade 12 students at one or more District school sites between August 10, 2024 through May 31, 2025. The Agency shall operate Monday through Friday while school is in session. Agencies may provide services outside of school setting. The Firm shall provide services as assigned by District at any of the District’s 41 sites.
2. **Provider Requirements.** Firm shall be responsible for hiring and retaining all staff to implement the School-Based Mental Health Services at assigned District site(s). The Firm shall:
 - 2.1. Firm shall designate one representative to work with District staff.
 - 2.2. Firm shall have a current, compliant, Business Tax Certificate with the City of San José. <https://www.sanjoseca.gov/your-government/departments-offices/finance/business-tax-registration/register-for-a-business-tax-certificate> the time the notice of award is issued.
 - 2.3. Certify compliance with: (i) Child Abuse and Neglect Act guidelines for Mandated Reporters as required by California Penal Code § 11164-11174; (ii) fingerprinting and background checks for all employees, contractors, agents and volunteers before they have contact with any District students (Education Code Section 45125.1(e)), and (iii) have on file current documentation of Tuberculosis Screening and negative test results for all employees, contractors, agents and volunteers who have contact with District students. The cost of any fingerprinting, background checks, and health screenings shall be the responsibility of the successful Firm(s).
 - 2.4. Follow all District protocols as it relates to COVID screening, vaccination verification, and testing.
 - 2.5. Comply with all federal and state laws, regulations and requirements relating to the confidentiality of student records and personally identifiable information and shall agree to execute and comply with District’s Student Data Confidentiality Agreement.
3. **Program Services.** Firm shall provide the following Services:
 - 3.1. Firm shall work with identified elementary, middle, high, and alternative schools and their staff including administrators, teachers, counselors, and other resources available at the school site.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

- 3.2. Firm shall employ licensed clinicians and may employ interns who are supervised by licensed clinicians.
 - 3.3. Firm shall hire appropriate staff and develop strategies to meet the following goals:
 - 3.3.1. Firm shall provide mental health counseling and support services to youth of varying age ranges in a school setting.
 - 3.3.2. Firm shall collaborate with school personnel to develop a process for referrals and ongoing services.
 - 3.3.3. Firm shall collaborate and consult with school personnel to improve understanding of the signs that may indicate a need for behavioral health intervention.
 - 3.4. Firm shall utilize evidence-based or best practices in their service delivery.
 - 3.5. Firm shall provide mental health counseling, case management, and support to students at identified schools.
 - 3.6. Firm must be able to communicate effectively with school staff about the services they are providing for students.
 - 3.7. Firm shall provide services while school is in session and on as needed basis outside of school hours to meet the needs of District students.
 - 3.8. Firm shall accept referrals for these services by school site staff as well as parent requests.
 - 3.9. Firm must be able to provide the status of the counseling referrals to the school linked services coordinator on a quarterly basis.
 - 3.10. Firm shall have the capacity to electronically submit invoices, backup documentation, data, and reports on a monthly basis.
 - 3.11. Firm shall attend and participate in meetings as requested by the District and/or coordinator(s) at each school site to discuss the progress of the services.
 - 3.12. Firm shall share District facilities and work cooperatively with District staff and other community programs or organizations. Firm's use of District's facilities for performance of the Services shall comply with District's facility use policies and any Board policy applicable to this use.
 - 3.13. Firm's staff must sign-in and sign-out at the front office using the District's Check-in System. When requested Firm will provide EHR report with details of documented services.
- 4. Substitutes:** The Firm will provide substitutes whenever the Firm's regularly scheduled staff are unavailable (e.g., sick, vacation, unavailable for any other reason).

5. District Responsibilities.

- 5.1. District will reserve (through Faciltron), and provide an office space for mental health counseling providers, that includes a locked cabinet as needed. Room assignments are subject to change with 48-hour prior notice.
- 5.2. District will provide access to the facilities two days prior to the start of the services for Firm to set up. Access will be granted from 8:00 a.m. to 5:00 p.m.
- 5.3. District will provide a confidential platform for counseling referrals that providers will be able to access.
- 5.4. District will provide Firm with Student Enrollment information (directory information, guardian and emergency contacts, health information, educational program, and opt-out of media). If Firm requires information beyond what the District has provided, Firm shall submit the request to the District for approval prior to contacting families.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

- 5.5. District will provide an on-site administrator for limited support, custodial services, counseling services, health services and other clerical support.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

**EXHIBIT B
("Schedule of Fees and Charges")**

School-Based Mental Health Pricing:

Cost Proposal- Option 24/25 School Year

Dedicated Restorative Response Team-

0.4 FTE SBIT Behavior Intervention Staff

0.061 FTE Supervision Clinical Risk Management

Contract Service Fee Schedule

Service Period: 2024/2025 School Year August, 2024 - June, 2025

Staffing	FTE	Rate (\$/Week)	Weeks	Dollars
SBIT Behavior Intervention Staff	0.4	\$3,950	36	\$56,880
Supervision Clinical Risk Management	0.06	\$7,000	36	\$15,120
TOTAL				\$72,000
Fixed Monthly Bill Amount (10 Months: August - May)				\$7,200.00
Billing Method: Monthly Flat Rate				
Payment Term: Net 30				

FTE equivalent is 18 hours per week

***Total amount shall be paid in 10 equal monthly installment payments of: \$7,200.00 per month.

Firm Shall:

- Submit monthly invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the time of each person or subcontractor providing Services.
 - Date of service
 - Number of days of services provided

District shall:

- Provide the school assignments, days, and hours the counselor will be on site

Emergency services provided outside of the Regular School Day will be provided at no additional cost to District. This will include all days outside of regular school Attendance Calendar.

Method of Payment

1. Firm shall submit these invoices electronically to the District via the District's authorized representative.
2. Upon receipt and approval of Firm's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

EXHIBIT C
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Firm,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Firm and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Firm and the Firm parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Firm shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Firm, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Firm will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Firm at all times while services are provided on site such that Firm will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee:

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Firm and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Firm and the Firm parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

- Firm and/or Firm parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Firm will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Firm and/or Firm parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Firm shall maintain on file the certificates showing that the Firm parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.

Firm further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Firm and the Firm parties shall at all times comply with the Covid-19 certification requirements as set forth below. Firm hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Firm further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Firm and the Firm parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Firm and/or Firm parties Services hereunder shall or may include lobbying. Firm and/or Firm parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Firm shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.

Conflict of Interest Certification. The Firm and the Firm parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Firm's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

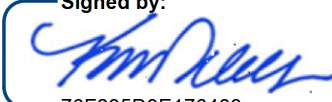
- Firm and/or Firm parties have read and understand the District's Conflict of Interest Code and, Firm knows or has reason to believe that Firm has a conflict of interest that requires disclosure and Firm and/or Firm parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Firm shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Firm to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Pacific Clinics

Date: 8/23/2024

Signed by:



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Kim M. Wells
Chief Legal Officer

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

**EXHIBIT C CONTINUATION
WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

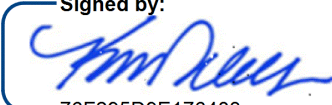
- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Pacific Clinics

Date: 8/23/2024

Signed by:



76F295D9E176483...
Kim M. Wells
Chief Legal Officer

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
MASTER SERVICE AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH SERVICES**

EXHIBIT C CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

The Firm acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Firm will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to the Firm.

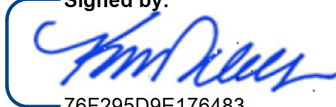
Furthermore, the Firm agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Firm has access:

- Firm will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Firm acknowledges that the Agreement allows the Firm access to (CDI) for whom the Firm has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Firm shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Firm acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- Firm agrees to hold (CDI) in strict confidence. Firm shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Firm agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Firm shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Firm’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Firm has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Firm shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts Firm to receive Covered Data and Information provided to Firm pursuant to this Agreement, to delete consumer’s personal information or to access information collected by Firm hereunder, Firm shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

Pacific Clinics

Date: 8/23/2024

Signed by:

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Kim M. Wells
Chief Legal Officer