

REQUEST FOR PROPOSAL (RFP#04-24-25)  
FOR  
MEDI-CAL BILLING FOR SPECIAL EDUCATION PROGRAM

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education (SCCOE) calls for RFPs to be received in Purchasing Services at 1290 Ridder Park Drive, San Jose, California 95131-2304 by **Friday, May 10, 2024 @ 3:00PM**. There will not be a formal RFP opening for these proposals. All proposals will be evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Vendors must comply with the instructions contained in the proposal package. It shall be the full responsibility of all Vendors to ensure that proposals are delivered to the above office by the time and date stated. Facsimile (FAX) copies or E-mail of the proposal will not be accepted. SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

SCCOE reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any RFP or in the proposal process. No RFP, or any portion thereof, may be withdrawn for a period of sixty (60) days after RFP opening.

**Contact Information:**

**General Information**

Jas Sohal  
Manage Purchasing Services  
1290 Ridder Park Drive - MC254  
San Jose, CA. 95131  
Ph.: 408-453-6858  
[jsohal@sccoe.org](mailto:jsohal@sccoe.org)

**Technical Questions**

John Honerkamp  
Manager, Special Education Program  
Santa Clara County Office of Education  
1290 Ridder Park Drive  
San Jose, CA 95131-2304  
Ph.: 408.453.4368  
[jhonerkamp@sccoe.org](mailto:jhonerkamp@sccoe.org)

## SECTION 1: PROJECT SUMMARY

### 1.1 Overview

The Medi-Cal Administrative Activities (MAA) is a Federal Program designed to reimburse school SCCOEs, county offices of education, and other governmental agencies for certain costs occurred in the administration of MAA funded activities. The Billing Service agency contracts with the LEA to recover Medi-Cal dollars through training, program coordination, eligibility determination, supporting documentation including manuals and fiscal worksheets, plan development, invoice preparation and submission, claims submission, reporting, and audit readiness. The agency will provide the SCCOE with an online MAA time survey system to complete the data collection process. The SCCOE MAA participants will individually log in and input their entire week using the program requirements. After the SCCOE completes the review of the time surveys to ensure accuracy and audit compliance, the agency will perform a second review of the surveys. The agency also provides training materials and assists in the required annual training of all MAA participants. The agency assist the SCCOE in completing the invoice process; will use fiscal data provided by the SCCOE in conjunction with the time survey data to complete the MAA invoice quarterly for Medi-Cal administrative activities reimbursement.

### 1.2: Scope of Service

#### I. Implementation:

- a. Will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between Client and SCCOE.

#### II. Training and Materials:

- a. Will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data and "best practices" to implement and maintain an optimized, audit-ready program.
- b. Will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request, will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

#### III. Claims Preparation and Submission:

- a. **Eligibility:** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, agency will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by the agency and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
- b. **Claim Submittal:** Will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.
- c. **Review and Submittal:** Will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenges Client reimbursement claim.

#### IV. Management of Reports and Program Analysis:

- a. Will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement, but in any event shall occur no less frequently than quarterly.

- V. Coordination with Client:**
- a. Information Sharing:** Will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to the systems and processes.
  - b. Support:** Will provide a “Client Care Center” available for the use of Client’s program Coordinator(s) and accessible via toll-free phone and email. A Help Desk will be available to Client program coordinator(s) and participants utilizing web-based software, accessible by toll-free phone during regular business hours and by email.
  - c. Audit and Site Visit Support:** Will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, agency will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
- VI. Technology and Software:**
- a.** Will make available its proprietary web-based software to assist Client in effective management of program participation.
- VII. Cost and Reimbursement Comparison Schedule (CRCS) Services:**
- a.** Will prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by the agency.
- VIII. MAA Billing Services:** All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services (DHCS) Medi-Cal Administrative Activities (MAA) Plan.
- a. MAA Program Consulting Services:** Will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client’s full participation in the MAA program.
  - b. Training:** Will provide training to Client’s program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client’s MAA program; information and procedures for submitting MAA fiscal information, and “best practices” to implement and maintain an optimized, audit-ready program.
  - c. Information Sharing:** Will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to systems and processes. Will provide Client personnel with training on audit requirements and program compliance and will perform “compliance reviews” to assist the Client in maintaining audit records. In the event of a program audit or review, agency will assist in preparing for and responding to the audit to the extent permitted by DHCS and/or any other auditing party.
  - d. Supplemental Support:** Will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Help Desk will be available to Client program coordinator(s) and staff utilizing the agency’s web-based software, accessible by toll-free phone during regular business hours and by email.
  - e. Technology and Software:** Will make available, as applicable, its proprietary web-based software to assist Client in effective program participation.

## SECTION 2: CONTACT AND SUBMISSION INFORMATION

### 2.1 Proposal Schedule:

4/17/24 & 4/24/24	Advertisement
5/1/24	Deadline to Submit Questions
5/10/24	Proposal Due
5/17/24	RFP Review

### 2.2 Additional Information

Inquiries regarding this RFP shall be in written form only. Responses to questions will be provided to all known prospective respondents. The SCCOE reserves the right to amend the RFP. Addenda to this RFP will be posted on the SCCOE's website at:

<http://www.sccoe.org/depts/bizserv/purchasing/Pages/RFPs-Posting-System.aspx>.

It is the responsibility of prospective respondents to check the website for any possible addenda.

#### General Questions should be submitted to:

Jas Sohal  
 Manage Purchasing Services  
 1290 Ridder Park Drive - MC254  
 San Jose, CA. 95131  
 Ph.: 408-453-6858  
[jas\\_sohal@sccoe.org](mailto:jas_sohal@sccoe.org)

#### Technical Questions

John Honerkamp  
 Manager, Special Education Program  
 Santa Clara County Office of Education  
 1290 Ridder Park Drive  
 San Jose, CA 95131-2304  
 Ph.: 408.453.4368  
[jhonerkamp@sccoe.org](mailto:jhonerkamp@sccoe.org)

### 2.3 Preparation and Submission of Proposal

Please submit three (3) hard copies of the proposal. Proposals shall be submitted in a sealed envelope and labeled **Medi-Cal Billing for Special Education Program – RFP#04-24-25** and addressed to:

Jas Sohal  
 Manage Purchasing Services  
 1290 Ridder Park Drive - MC254  
 San Jose, CA. 95131  
 Ph.: 408-453-6858  
[jas\\_sohal@sccoe.org](mailto:jas_sohal@sccoe.org)

All proposals must be delivered to the above office on or before **Friday, May 10, 2024 @ 3:00PM** and there will not be a formal RFP opening for these proposals.

Proposals received after the announced time and date for submittal will not be considered. However, nothing in this RFP precludes the SCCOE from requesting additional information at any time during the proposal evaluation period. The SCCOE is under no obligation to return proposals. All cost associated with a proposal will be borne by each proposer. See Section 4 for proposal format.

## 2.4 Time and Location of Proposer's Presentation

Upon completion of the review period, the SCCOE may invite finalists to make a presentation demonstrating the merits of their proposal or provide references from other clients who have received similar studies. Finalists will be notified to arrange specific times. The SCCOE will not be responsible for any costs associated with the proposer's presentation.

## 2.5 Right to Reject Proposals

The SCCOE reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the SCCOE. Further, notwithstanding any other provisions of this RFP, the SCCOE reserves the right to award a contract to the proposal that best meets the requirements of the RFP and not necessarily to the lowest Vendor.

## 2.6 Award of Project and Approval of Agreement

The selected proposer shall be required to enter into a written contract with the SCCOE in a form approved by legal counsel and/or Risk Management for the SCCOE. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The SCCOE reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

Award of a contract is subject to funding approved by the SCCOE.

## 2.7 Proposals are Public Records

Each Proposer is hereby notified that, upon submittal of its proposal to the SCCOE in accordance with this RFP, the proposal becomes the property of the SCCOE and is a public record subject to disclosure in accordance with Public Records Act, Government Code Section 6250-6270.

## SECTION 3: EVALUATION AND AWARD CRITERIA

Selection of a proposal will be based on the following criteria:

Criteria	Value
Methodology	15
Addresses the needs and criteria of RFP	15
Experience working with County and school districts, specifically, with Medi-Cal Billing for Special Education Program	20
Staff qualifications and experience	10
Agency can work within the timeline provided in this RFP.	15
Cost of Proposal	25

## SECTION 4: PROPOSAL FORMAT

Proposals shall include the following:

### 1. Proposal Summary

Include an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. The summary should be specifically tailored to the scope of services requested herein.

Include all of the following information:

- a) A brief introduction of the Contractor and its leadership;

- b) A description of the Contractor's understanding of the needs and goals in regard to the project;
- c) A summary of how the Contractor will establish a comprehensive program to meet the needs and achieve the goals of the Project;
- d) A summary of the key points of the Proposal and how those relate to accomplishing the goals for the project;
- e) A brief description of the characteristics, if any, that distinguish the Contractor from others, including, among other information, the Contractor's experience with the requirements of the RFP; and
- f) A description of the roles and qualifications of the personnel who will be providing services in connection with the Project, including, if applicable, personnel of entities that would be subcontractors to the Contractor.

2. Background Information – Appendix A

3. Statement of Qualifications and Experience

Include a narrative describing the proposer's experience with County or School districts similar to the one proposed in this RFP. Include background information on the project manager or implementation team along with **references for at least three** of the Contractor's clients for which the Contractor has provided services, similar to those described in the RFP. Reference information should include: (i) the name of the client; (ii) the name, address and telephone number of the client's contact person for purposes of the Contractor's services to the client; (iii) a description of the type and scope of services provided to the client; (iv) the date(s) the Contractor provided the services to the client.

4. Scope of Services and Functionality – Appendix B

5. Timeline

Include a detailed timeline describing the major milestones from award of contract to post-implementation follow-up.

6. Cost Proposal

Provide an itemized description of the price associated with each task described in the Scope of Work.

## SECTION 5: RFP GENERAL CONDITIONS

### TIME OF DELIVERY

Time of submission is a part of the RFP and must be adhered to.

### SIGNING OF RFP

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Vendor's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

### TAXES, CHARGES, AND EXTRAS

1. Full contract price as RFP to include Sales Tax, Use Tax, or other taxes as identified on the RFP Form.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Santa Clara County Office of Education, will be paid unless expressly included and itemized on the RFP.

3. The Santa Clara County Office of Education does not pay Federal Excise Taxes. Do not include these taxes in your RFP price; however do indicate on the RFP the amount of any such tax. The Santa Clara County Office of Education will sign an Exemption Certificate in lieu of such a tax.

#### QUALIFICATIONS

All vendors may be required to furnish evidence of their technical ability, experience, and financial responsibility. No RFP will be accepted from, or a contract awarded to, any party or firm in arrears to the Santa Clara County Office of Education, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

#### AWARD OF CONTRACT

1. RFPs will be evaluated on basis of price, compliance to Specifications, and completion date.
2. The SCCOE reserves the right to award this RFP by section, line item, or by total, whichever is in the best interest of the SCCOE.
3. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

#### TERMINATION OF CONTRACT

If the contract is terminated, the successful vendor will work with the SCCOE to transition the project to another vendor or will assist with moving the data to an in-house based system.

#### ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this RFP or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

#### ASSIGNABILITY

A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

#### OSHA

All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

#### WARRANTY

Vendor warrants to the Santa Clara County Office of Education and/or its customer that the goods and/or services covered by this order will conform to the drawings, Specifications, samples, description, and time provisions furnished by the Santa Clara County Office of Education and will be of first class material and workmanship and free from defects; and the Santa Clara County Office of Education reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the Santa Clara County Office of Education and risk of loss before acceptance shall be on vendor. Defective goods rejected by the Santa Clara County Office of Education may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The contractor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials

discovered and made known to contractor within one (1) year from the filing of the Notice of Completion shall be made good by contractor without additional expense to the Owner.

#### COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

#### RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the Specifications thereof, or the same submitted by the vendor with his RFP, the Santa Clara County Office of Education may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the Santa Clara County Office of Education, and immediately to replace all such rejected items with others conforming to such Specifications or samples providing that should the vendor fail, neglect, or refuse to do so the Santa Clara County Office of Education shall thereupon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Santa Clara County Office of Education. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the Santa Clara County Office of Education to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
2. Cost of inspection of materials and/or services provided which do not meet Specifications will be at the expense of the vendor.
3. The rights and remedies of the Santa Clara County Office of Education provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

#### PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this RFP are considered valid for ninety (90) days, from date of RFP opening, unless the offering party in writing allows for a longer period of time.

1. Any cash discounts given to the Santa Clara County Office of Education must be so stated on the RFP.
2. Cash discounts taken by the Santa Clara County Office of Education, unless otherwise stated on the RFP form shall be computed from the total invoice amount. This amount may include material, labor, taxes, shipping, storage and other related costs.
3. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
4. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

#### PAYMENT

Payments to the vendor will only be made upon successful completion of the services and the receipt of an itemized invoice. No prepayments for services or materials not received will be made.



#### MODIFICATIONS

Changes in or additions to the RFP Form, recapitulations of the work RFP upon alternative proposals, or any other modifications of the RFP Form which is not specifically called for in the contract documents may result in the rejection of the RFP as not being responsive to the RFP. No oral or telephonic modification of any RFP submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the RFP opening.

#### ERASURES

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the RFP.

#### WITHDRAWAL OF RFP

Vendors may withdraw their RFP either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of RFPs.

#### INTERPRETATION OF PLANS AND DOCUMENTS

If a vendor for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, vendors may submit to the Purchasing Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any vendor.

#### EVIDENCE OF RESPONSIBILITY

Upon the request of the Owner, a vendor whose RFP is under consideration for award shall submit promptly to the Owner's satisfaction evidence showing the vendor's financial resources, experience, and organization for the performance of the contract.

#### NO RFP

If you are unable to RFP, please return the RFP and/or RFPing Questionnaire stating reason; otherwise, your name may be removed from our RFP list.

**APPENDIX A****Background Information**

<b>Company Name</b>	
<b>Headquarters Address</b>	

<b>Contact Person (for questions regarding this proposal)</b>	
<b>Title</b>	
<b>Office Location</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

<b>Project Manager</b>	
<b>Office Location</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

1. How many years has the company been in business?
2. Is the company private or publicly traded?
3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor's federal taxpayer identification number;
4. A description of the Contractor's organizational structure, any anticipated changes to the Contractor's business and/or marketing strategies, whether public or non-public, that may impact the Contractor's ability to provide services in connection with the any or all phases of the Project;
5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school districts or community college districts in Santa Clara County;
6. A description of any and all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decision adverse to the Contractor and/or its parent or affiliate companies;
7. A description of any and all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals;
8. A list and summary of any and all judicial or administrative proceedings involving the Contractor's sourcing activities and ant-trust actions to which the Contractor and/or its parent or affiliate companies have been a party with the last five years.

## APPENDIX B Scope of Services

### Description:

The Medi-Cal Administrative Activities (MAA) is a Federal Program designed to reimburse school SCCOEs, county offices of education, and other governmental agencies for certain costs occurred in the administration of MAA funded activities. The Billing Service agency contracts with the LEA to recover Medi-Cal dollars through training, program coordination, eligibility determination, supporting documentation including manuals and fiscal worksheets, plan development, invoice preparation and submission, claims submission, reporting, and audit readiness. The agency will provide the SCCOE with an online MAA time survey system to complete the data collection process. The SCCOE MAA participants will individually log in and input their entire week using the program requirements. After the SCCOE completes the review of the time surveys to ensure accuracy and audit compliance, the agency will perform a second review of the surveys. The agency also provides training materials and assists in the required annual training of all MAA participants. The agency assist the SCCOE in completing the invoice process; will use fiscal data provided by the SCCOE in conjunction with the time survey data to complete the MAA invoice quarterly for Medi-Cal administrative activities reimbursement.

### Scope of Service:

- I. **Implementation:**
  - a. Will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between Client and SCCOE.
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  - a. Will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data and "best practices" to implement and maintain an optimized, audit-ready program.
  - b. Will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request, will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).
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  - a. **Eligibility:** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, agency will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by the agency and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
  - b. **Claim Submittal:** Will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.
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- a. Will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement, but in any event shall occur no less frequently than quarterly.

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- c. **Audit and Site Visit Support:** Will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, agency will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

**VI. Technology and Software:**

- a. Will make available its proprietary web-based software to assist Client in effective management of program participation.

**VII. Cost and Reimbursement Comparison Schedule (CRCS) Services:**

- a. Will prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by the agency.

**VIII. MAA Billing Services:** All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services (DHCS) Medi-Cal Administrative Activities (MAA) Plan.

- a. **MAA Program Consulting Services:** Will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client’s full participation in the MAA program.
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- e. **Technology and Software:** Will make available, as applicable, its proprietary web-based software to assist Client in effective program participation.

**Appendix C – Non-Collusion Affidavit**

(To Be Executed By Vendor and Submitted With RFP)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached RFP; that the attached RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham RFP, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the vendor has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at

\_\_\_\_\_, California

\_\_\_\_\_

Authority: Public Contract Code 7106  
CCP 2015.5

## Appendix D – DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to aRFPe by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to aRFPe by the terms of that statement.

I also understand that if the COUNTY determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The following is SCCOE's Professional Services Agreement that you are expected to sign after award of this RFP and the general conditions listed in the agreement apply to this proposal.

**Following are the required documents in this agreement that you must sign and send back with your RFP response:**

- **NOTICE TO PARTIES**
- **DISCLOSURE FORM REGARDING SCCOE OFFICIALS**
- **W9 FORM**

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**PROFESSIONAL SERVICES AGREEMENT**

RM# \_\_\_\_\_

This Professional Services Agreement ("Agreement") is dated for convenience and is entered into between \_\_\_\_\_ (hereinafter "Contractor" or "Consultant") and the Santa Clara County Office of Education (hereinafter "SCCOE").

**RECITALS**

Whereas, the SCCOE desires Contractor to provide professional services as detailed in Appendix A ("Description of Services") herein, and

Whereas, Contractor represents itself as able and, for a consideration, willing to perform the services outlined in Appendix A ("Description of Services") herein,

Now, therefore, the parties enter into this Agreement for Contractor to provide professional services to the SCCOE as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: W-9 Form, Criminal Background/Tuberculosis Clearance Written Certification Form, Contractor's Disclosure Form Regarding SCCOE Officials, Appendix A – Description of Services, Appendix B – Calculation of Charges, and General Conditions to Professional Services Agreement, (collectively constituting the "Agreement"). The following documents shall also be attached to this Agreement: **(1) Insurance certificates and (2) Endorsement (See Section 9 for Insurance and Endorsement requirements).**

**A. TERM: EFFECTIVE DATE**

This Agreement shall become effective only upon proper execution by the parties and terminate on \_\_\_\_\_.

**B. SERVICES CONTRACTOR AGREES TO PERFORM**

Contractor agrees to perform the services provided for in Appendix A ("Description of Services") of this Agreement.

**C. COMPENSATION**

The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **Appendix B ("Calculation of Charges")**. Contractor shall submit invoices for services rendered to the SCCOE within thirty (30) days of service rendered. Contractor shall furnish invoices in a form acceptable to the SCCOE. All rendering amounts paid by the SCCOE to the Contractor shall be subject to audit by the SCCOE. Upon receipt of an acceptable invoice, payment shall be made in a reasonable time upon approval by SCCOE Branch Chief or designee, in his or her sole discretion that the services, set forth in **Section B ("Services Contractor Agrees to Perform")** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section 33 ("Notice to the Parties"). If the SCCOE and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with **Section 24 ("Modification of Agreement")** of the General Terms and Conditions. It

shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount may not be compensated. **In no event shall the SCCOE be liable for interest or late charges for late payments.**

## **GENERAL CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT**

1. **AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION**
  - a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the SCCOE, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the authorized representative of SCCOE and proper execution of this Agreement by the parties.
  - b. The amount of the SCCOE's obligation hereunder shall not at any time exceed the amount herein stated.
  - c. The SCCOE has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
  - d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
  - e. This section controls against any and all other provisions of this Agreement.
  
2. **DISALLOWANCE**
  - a. If Contractor claims or receives payment from the SCCOE for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to the SCCOE upon the SCCOE's request. At its option, the SCCOE may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
  - b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.
  
3. **SUBMITTING FALSE CLAIMS: MONETARY PENALTIES**

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the SCCOE for three times the amount of damages which the SCCOE sustains because of the false claim. A person who commits a false claim act shall also be liable to the SCCOE for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the SCCOE for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the SCCOE if the person:

  - a. knowingly presents or causes to be presented to an officer or employee of the SCCOE, a false claim for payment or approval;
  - b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the SCCOE;
  - c. conspires to defraud the SCCOE by getting a false claim allowed or paid by the SCCOE;
  - d. has possession, custody, or control of public property or money used or to be used by the SCCOE and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
  - e. is authorized to make or deliver a document certifying receipt of property used or to be used by the SCCOE and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
  - f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
  - g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the SCCOE; or
  - h. is a beneficiary of an inadvertent submission of a false claim to the SCCOE, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the SCCOE within a reasonable time after discovery of the false claim.
  
4. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work,



service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the SCCOE and in such case must be remedied or replaced by Contractor without delay at no additional cost to the SCCOE.

**5. QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the SCCOE's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the SCCOE's request, and must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

**6. RESPONSIBILITY FOR EQUIPMENT**

The SCCOE shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the SCCOE.

**7. TAXES**

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

**8. INDEPENDENT CONTRACTOR**

- a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the SCCOE. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and Contractor or its agents and employees.
- b. Any terms in this Agreement referring to direction from the SCCOE shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. The SCCOE does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and Contractor or its agents and employees.
- c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the SCCOE's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under Section C., "Compensation". Contractor shall refund any amounts necessary to effect such reduction.
- d. Contractor shall also complete and file with the SCCOE the attached W-9 form.

**9. INSURANCE**

Without in anyway limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

- 1) Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
  - 2) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
  - 3) Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim.
- b. Commercial General Liability policy must provide the following:
    - 1) **Name as Additional Insured the Santa Clara County Office of Education, its Board, officers and employees.**
    - 2) That such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
  - c. If any policies are written on a claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences

which take place during the Agreement period shall be insured for three years following completion of the Agreement.

- d. The Consultant shall provide the SCCOE with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify the SCCOE in writing at least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that the SCCOE may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

#### **10. INDEMNIFICATION**

- a. With respect to professional services to be provided under this Agreement, the Consultant shall indemnify and hold harmless the SCCOE, its Board, agents, and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of Consultant.
- b. With respect to claims arising under Consultant's general liability coverage, the Consultant shall indemnify and hold harmless the SCCOE, its agents, and employees from and against any actions, claims, damages or loss, including attorney's fees that may arise out of or in any way result from Consultant's activities in the performance of its services under this Agreement.
- c. The Consultant will not, and will not permit its officers, employees and/or agents, to infringe on any patent right, copyright, trade secret or any other proprietary right or trademark of the SCCOE in the performance of services under this Agreement. The Consultant shall not disclose to third parties any details of its services for the SCCOE or the actions, inactions or decisions of the Agency, other than disclosure to third parties of the fact that the Consultant represented the SCCOE in the particular publicly known transactions on which the Consultant works on the SCCOE's, and to describe in general terms only, the Consultant's role, the services Consultant performed, and the nature of such transactions. Such disclosures may be made to current or prospective clients of the Consultant or to others, and may consist of announcements and advertisements placed at the Consultant's own expense in legal, business, financial and other periodicals and publications.

#### **11. LIABILITY OF SCCOE**

SCCOE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C ("COMPENSATION") OF THIS AGREEMENT. SCCOE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

#### **12. DEFAULT: REMEDIES**

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
  - 1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
  - 2) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement of any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.
- b. On and after any Event of Default, the SCCOE shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, SCCOE shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the SCCOE on demand all costs and expenses incurred by the SCCOE in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The SCCOE shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between SCCOE and Contractor all damages, losses, costs, or expenses incurred by the SCCOE as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**13. TERMINATION**

- a. It is expressly understood and agreed that in the event the Consultant fails to perform its obligations under this Agreement, this Agreement may be terminated for cause by the SCCOE and all the Consultant's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice to Consultant, and no work will be undertaken by Consultant after receipt of the notice. In the event this Agreement is terminated by the SCCOE pursuant to this paragraph; the Consultant shall be paid for services performed up to the date of termination.
- b. It is further understood and agreed that the SCCOE may terminate this Agreement for the SCCOE's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.
- c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the SCCOE for an amount that represents the value of services actually performed up to the date of termination for which the Consultant has not previously been compensated as provided for herein. Upon approval and payment of this invoice by the SCCOE, the SCCOE shall be under no further obligation to the Consultant, monetarily or otherwise.

**14. CONFLICT OF INTEREST**

- a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.
  - 1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
  - 2) Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting RFPs and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)
  - 3) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2013, the gift limit is \$440 per source per calendar year. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also [www.fppc.ca.gov](http://www.fppc.ca.gov))
  - 4) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)
  - 5) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)
  - 6) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or "Form 700." (Cal. Govt. Code §§ 81000-91015; SCCOE Board Rules and Procedures 9270, "Conflict of Interest Code")
- b. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the SCCOE staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SCCOE. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the SCCOE immediately if it finds that a potential conflict may exist.
- c. Consultation with Counsel. The SCCOE strongly advises any Contractor, and any proposing/RFPing firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/RFPing firm, to make that determination.
- d. Consequences of a Violation. Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.
- e. Disclosure Requirement. Contractor will submit to the SCCOE a list of all of Contractor's employees (including owners) who are also current SCCOE Board members or employees, or former SCCOE

Board members or employees in the last year. Contractor will submit the attached "Contractor's Disclosure Form Regarding SCCOE Officials." Contractor will update this form with SCCOE, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the SCCOE are not subject to this disclosure requirement.

- f. Compliance with Gift Limits. Contractor will aRFPe by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to SCCOE officials, and in order not to place SCCOE officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any SCCOE contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a SCCOE official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

#### 15. **PROPRIETARY INFORMATION OF SCCOE**

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary or confidential information which may be owned or controlled by the SCCOE and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the SCCOE, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the SCCOE to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access confidential student information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of SCCOE under this Agreement, or other provisions of federal and state law permitting access to confidential student information. **Contractor shall not use confidential student data for any purposes other than providing services to the SCCOE pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the SCCOE and any such re-disclosure shall be consistent with state and federal law.**
- c. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

#### 16. **OWNERSHIP OF THE RESULTS**

Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to the SCCOE. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 15 of this Agreement ("Proprietary Information of SCCOE").

#### 17. **AUDIT AND INSPECTION OF RECORDS**

The Consultant agrees to maintain and make available to the SCCOE accurate accounting and other records relative to its obligations under this Agreement. The Consultant will participate promptly and cooperatively in any audits conducted by the SCCOE or its nominee, and permit the SCCOE or a representative to audit, examine and make copies from such books and records, and to perform audits related to all matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

#### 18. **SUBCONTRACTING**

The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as

this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

**19. ASSIGNMENT**

It is not understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the SCCOE.

**20. NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

**21. CRIMINAL BACKGROUND CHECKS****a. Criminal Background Check**

- 1) Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the SCCOE, and will certify that no employees, agents, or volunteers who have been convicted of serious or violent felonies as specified, will have contact with SCCOE pupils pursuant to this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
- 2) Contractor will provide the SCCOE with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with SCCOE pupils pursuant to this Agreement, and specify to which sites they will be assigned.
- 3) Contractor will be responsible for the costs of the criminal background checks.
- 4) As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED).
- 5) For any Contractor employees, agents or volunteers that Contractor hires subsequent to Contractor's initial submission of the CBC/TB form to SCCOE, Contractor will conduct background checks and submit additional CBC/TB forms to SCCOE, as required.
- 6) The criminal background check requirement applies only to Contractor's employees, agents or volunteers who will have more than limited contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with SCCOE students, the SCCOE's Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students.

**b. Subsequent Arrest Notification**

- 1) In addition to the initial criminal background check, Contractor will obtain subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with SCCOE students, and is responsible for all costs associated with these subsequent notifications.
- 2) Upon receipt of notice that any of its employees, agents, or volunteers has been arrested or convicted of a serious or violent felony as described in EC 45125 .1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as described in EC 44011, Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SCCOE.

**c. Failure by Contractor to comply with this Section may result in termination of this Agreement at the SCCOE's sole discretion.****22. TUBERCULOSIS TESTING**

- a. Contractor agrees that all of its employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to the SCCOE.
- b. The Contractor shall be responsible for the costs of the examination.
- c. Contractor shall submit written certification to the SCCOE, using the attached Criminal Background

Check/Tuberculosis Clearance Written Certification Form, that its employees, agents or volunteers who will have frequent or prolonged contact with students have passed the tuberculosis test requirements. Contractor shall list such employees, agents or volunteers by name and date of test on the Criminal Background Check/Tuberculosis Clearance Written Certification Form.

- d. The tuberculosis testing requirement applies only to Contractor's employees, agents or volunteers who will have frequent or prolonged contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet tuberculosis testing requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with SCCOE students, the SCCOE's Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have no contact or only limited contact with students.
- e. Contractor shall ensure that only its employees, agents or volunteers who have submitted to and passed a TB test will have frequent or prolonged contact with students. Contractor will maintain on file in Contractor's offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students meets tuberculosis testing requirements.

**23. WAIVER**

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**24. MODIFICATION OF AGREEMENT**

This Agreement may only be modified or amended by written instrument executed and approved in the same manner as this Agreement.

**25. DISPUTE RESOLUTION**

- a. Prior to any action or resort to any legal remedy, SCCOE and Contractor agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If SCCOE's and Contractor's project managers cannot resolve disputes through such negotiations, then the Parties' project managers will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the project managers.
- b. In such event, either SCCOE or Contractor shall give the other party written notice of any dispute not resolved by good faith negotiations between the Parties' respective project managers. Within fifteen (15) days after delivery of such initial notice, the receiving party shall submit to the other a written response. Both the initial notice, and the response, shall include (i) a statement of that party's position, (ii) a summary of arguments supporting that position, and (iii) the name and title of the executive who will represent that party and of any other person who will accompany the executive.
- c. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. If the executives cannot resolve the dispute to the satisfaction of both Parties, then SCCOE and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration. If the parties do not mutually agree to

mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, then either party may pursue any remedy available under California law.

**26. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**27. COMPLIANCE WITH LAWS**

Contractor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

**28. GOVERNING LAW: VENUE**

This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Santa Clara County.

**29. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

**30. ENTIRE AGREEMENT**

The entire Agreement between the parties is included herein and no warranties expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

**31. EXECUTION OF THE AGREEMENT. EXECUTION IN COUNTERPARTS**

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory (ies).
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

**32. SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

*(Continued on the next page.)*

**33. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

**NOTICE TO THE SCCOE OFFICE:**

Santa Clara County Office of Education  
 1290 Ridder Park Drive, MC  
 San Jose, CA 95131  
 Ph: 408-453-6858  
 Email: jsohal@sccoe.org

**NOTICE TO THE CONTRACTOR:**

CONTRACTOR	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY	
STATE	
ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	



**34. SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on .

**For**

**For SANTA CLARA COUNTY OFFICE OF EDUCATION**

APPROVED BY:

APPROVED BY:

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
**Signature**                      **Date**

\_\_\_\_\_  
**Signature**                      **Date**

## Contractor's Disclosure Form Regarding SCCOE Officials

**To be completed by Contractor:**

Name of Contractor:	
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**Are any of Contractor's employees (or owners) ALSO current SCCOE employees/Board members? or former SCCOE employees/Board members within the last year?** (Check "Yes" or "No" as applicable.)

- NO.** None of Contractor's employees (or owners) are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year.
  
- YES.** Contractor's employees (or owners) listed in the table below are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

NAME of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):	JOB TITLE(S) AT SCCOE of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):	DATE on which individual left SCCOE employment/Board. Or, if the individual is currently an SCCOE employee/Board member, write "current."	If individual is a current SCCOE employee/Board member, <u>how is he/she to be paid?</u> (I.e., through SCCOE Human Resources or Contractor plans to pay directly, etc.)

**Certification by Contractor:**

*On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SCCOE employees or Board members, or former SCCOE employees or Board members within the last year. Contractor will promptly update this form with the SCCOE.*

\_\_\_\_\_  
**Contractor's Signature** **Date**

\_\_\_\_\_  
**Print Name of Signatory**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <sup>a</sup> _____  <input type="checkbox"/> Other (see instructions) <sup>a</sup>	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-			-	

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income

