

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4300020546	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 4,082,914.00		Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 5,882,914.00	
Current Agreement End Date:	06/30/2024		New Agreement End Date:	06/30/2025	

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	Select	168	5255500	1132	\$ 1,800,000.00	CGF	99999
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

Parties to Agreement

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

Contractor

Contractor Name (As Displayed In SAP):	MOVE Mountain View
Contact Person:	Amber Stime
Street Address *:	2762 Bayshore Pkwy, Suite 920
City, State, Zip *:	Mountain View, CA 94043
Telephone Number *:	(650) 861-0181
Email Address *:	amber@movemv.org
SCC Vendor Number (As Assigned In SAP):	1041993

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

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement**

County of Santa Clara		
Agency / Department:	Office of Supportive Housing	Department Number: 168
Program Manager or Contract Monitor Name:	Michelle Covert	
Street Address:	150 W. Tasman Drive	
City, State, Zip:	San Jose, CA 95134	
Telephone Number:	(408) 793-0550	
Fiscal Contact (Accounts Payable Contact):	Diem Hoang	
Contract Preparer:	Trang Van	

Signatures

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

Agency/Department Manager:	DocuSigned by: <i>Consuelo Hernandez</i> 0876995EAE8A4D5...	Date:	6/27/2024
Agency/Department Fiscal Officer:	DocuSigned by: <i>Swona Sun</i> 0876995EAE8A4D5...	Date:	6/27/2024
Contractor:	DocuSigned by: <i>Amber Stime</i> 0876995EAE8A4D5...	Date:	6/27/2024
County Authorized Representative: <i>(Procurement Department, President of the Board of Supervisors, Delegated Authority)</i>	DocuSigned by: <i>James R. Williams</i> 74FCE0CB79FA478...	Date:	6/30/2024
County Counsel: <i>(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.)</i> <i>Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.</i>	DocuSigned by: <i>Stefanie Wilson</i> 09AEF9455F72424...	Date:	6/27/2024
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	DocuSigned by: <i>James R. Williams</i> 74FCE0CB79FA478...	Date:	6/30/2024
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Curtis Boone, Acting Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

This Amendment extends the term of this Agreement through June 30, 2025.

Or see Attachment _____ as incorporated by this reference

**Amend Contract Specifics**

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

Attachment A-2 is hereby replaced in its entirety by Attachment A-3.

Or see Attachment A-3 as incorporated by this reference

**Amend Maximum Financial Obligation**

A.

Maximum Financial Obligation prior to this Amendment:
(Same as on page 1)

\$ \$ 4,082,914.00

B.

Amount of increase or decrease:
(Explain below)

\$ \$ 1,800,000.00

C.

Revised Maximum Financial Obligation:
(A +/- B will equal C)

\$ \$ 5,882,914.00

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

Attachment B-2 is hereby replaced in its entirety by Attachment B-3. Attachment B-3 reflects an increase in the budget to continue the Safe Parking Program in Fiscal Year 2024-2025.

Or see Attachment B-3 as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Exhibit E is hereby incorporated in its entirety. Exhibit E refers to the "Standard Provisions" (Version February 1, 2024)

Or see Attachment _____ as incorporated by this reference

Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

**Other (please explain below)**

Exhibit D-2 is hereby removed in its entirety. Exhibit D-2 refers to the "Contractor Certification of Compliance with COVID-19 Vaccine Requirements" (Version September 27, 2022)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ \$ 4,082,914.00
Financial obligation in current fiscal year:	\$ \$ 1,800,000.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ \$ 5,882,914.00

Insurance

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B -2 rev.9/23 attached and incorporated by this reference.

ATTACHMENT A-3
SECTION V: CONTRACT SPECIFICS

A. PURPOSE

MOVE Mountain View ("Contractor") shall provide Safe Parking Program ("Program") operations and supportive services to unhoused and unsheltered vehicle dwellers through temporary, overnight and/or 24/7 safe location(s) to park and including connection to resources and referrals to address basic needs, get assessed for housing and provide supportive services to establish a housing plan to exit homelessness.

1. The target population for this program shall be individuals and families who are unsheltered and sleeping in their vehicle. Some lots may require that operators prioritize a more specific subset of this population. Lots leased from the City of Mountain View, as described below in Section B., Service Delivery Sites, item 2, shall be filled based on the following preferences:
 - a. First preference shall be given to families with students enrolled in a school district school within Mountain View.
 - b. Second preference shall be given to those who: (1) had, within the past five (5) years from adoption of this provision, a legal address or resident address for purposes of voter registration in the City of Mountain View; or (2) work in Mountain View.
 - c. Third preference shall be given to seniors.
 - d. Fourth preference shall be given to a person with a disability under the Americans with Disabilities Act.
2. At a minimum, the contractor shall:
 - a. Conduct outreach and recruit participants for the safe parking lots, including maintaining waiting lists if needed. Accept referrals through the direct referrals and referrals from county staff County-established Centralized Hotline ("Hotline").
 - b. In coordination with the County, establish a length of stay policy that allow for extensions as needed to support clients' efforts to address barriers to housing.
 - c. Provide services, including at a minimum: nightly assigned safe parking location, referrals to access food, mail services and internet.
 - d. Conduct intakes, assessments (including administration of the Vulnerability Index-Service Prioritization Decision Assessment Tool ("VI-SPDAT"), and discharges in accordance with the current Homeless Management Information System ("HMIS") Standards for Santa Clara County.
 - e. Provide case management to all clients willing to engage in services to develop customized service plans to meet each individual's or household's goals. Case management services include but are not limited to:
 - Services to ensure households served are housing ready / document ready and assisting clients in developing housing plans.
 - Services that result in linkages to mental health services, to substance use treatment services, or urgent/emergency care.

- Services to increase income such as entitlement and benefits application and assistance, such as obtaining Medi-Cal, General Relief/UBI, CalFresh, Cash Assistance Program for Immigrants (CAPI), Social Security Disability Income, and Welfare-to-Work.
- f. Provide housing problem-solving services in accordance with the Santa Clara County Continuum of Care (“SCC CoC”) Housing Problem Solving Guidelines. Problem-solving services are intended to determine if there are ways to quickly exit homelessness including, but not limited to: conflict resolution, mediation, one-time financial assistance as funding permits, and/or relocation.
- g. Contractor shall adopt policies and procedures in accordance with safe parking best practices, including but not limited to Low Barrier Policies, LGBTQ inclusive and affirming service delivery, harm reduction, policies for supporting participants with emotional support animals and pets.
- h. Contractor shall develop an Emergency Plan and Continuity of Operations Plan (COOP). The plans should address emergency backup power, evacuation, and relocation to alternate housing sites and accessible transportation. The COOP will address facility and staff substitutions or replacement to minimize service disruption.
3. Safe Parking Program Site Operations requirements:
- a. Provide on-site facilities to meet Program participants’ basic needs, including toilet facilities, hand washing stations, garbage & recycling receptacles. (Not lighting: MV and PA have not given MMV permission to add infrastructure)
- b. Facilitate County efforts through their contracted vendors to provide program participants with access to shower and laundry services twice per week.
- c. Provide staffing to visit each lot at least three times daily to monitor attendance, ensure lots are clean, and ensure participant safety and compliance with lot requirements.
- d. Comply with site leases at sites controlled by the County. The site operations must comply with Department of Environmental Health and City of Mountain View ordinances.
- e. Comply with reporting requirements from the County, cities with MOVE Mountain View Safe Parking Lots, including but not limited to Mountain View and Palo Alto.

B. DELIVERABLES, MILESTONES AND TIMELINE FOR PERFORMANCE

1. Contractor shall operate two categories of sites:

a. Sites owned or leased by the Contractor

Site Location	Number of Parking Spaces	Property Arrangement
Lord's Grace Christian Church 1101 San Antonio Road #306 Mountain View, CA 94043	4	Congregational Provider Agreement
Highway Palo Alto Church 3373 Middlefield Road Palo Alto, CA 94306	4 Cars	Congregational Provider Agreement
First Congregational Church 1985 Louis Road Palo Alto, CA 94306	4 Cars	Congregational Provider Agreement
Unitarian Universalist Church 505 E. Charleston Road Palo Alto, CA 94306	4 Cars	Congregational Provider Agreement
Congregation Etz Chayim 4161 Alma Street Palo Alto, CA 94306	4 Cars	Congregational Provider Agreement
St. Timothy's Episcopal 2094 Grant Road Mountain View, CA 94040	4 Cars	Congregational Provider Agreement

b. Sites owned or leased by the County

Site Location	Number of Parking Spaces	Property Arrangement
Shoreline Amphitheater Lot B 213 Crittenden Mountain View, CA 94043	46 RVs	Leased by the County from the City of Mountain View
Former VTA Lot 79 East Evelyn Avenue Mountain View, CA 94041	30 RVs	Cooperative Use Agreement - County and the City of Mountain View
Former VTA Lot 79 East Evelyn Avenue Mountain View, CA 94041	16 Cars (flexible use spaces-commuter or for dwelling)	Cooperative Use Agreement - County and the City of Mountain View
Terra Bella 1020 Terra Bella Avenue Mountain View, CA 94043	9 RVs	Leased by the County from the City of Mountain View
Geng Road 2000 Geng Road Palo Alto, CA 94303	10 RVs, 2 Cars	Leased by the County from the City of Palo Alto

2. Contractor will develop and maintain a site management plan that is consistent with the Santa Clara County Continuum of Care ("SCC CoC") Quality Assurance Standards. The site management plan should be updated at least annually, and at a minimum should document the following:
 - a. Staffing Plan
 - b. Resident or client selection criteria
 - c. Resident or client discharge process
 - d. Grievance process

- e. Comprehensive site-based Emergency / Disaster Plan
- f. Continuity of Operations Plan

C. QUALITY ASSURANCE AND COMPLIANCE STANDARDS

OSH Crisis Response Team's activities consist of regularly scheduled meetings with contractors, activity and outcome review, plus a bi-annual monitoring process, including interviews, a participant survey, and site inspections. At the conclusion of the bi-annual monitoring process, a summary and recommendations report are issued to the contractor, with timeline for addressing recommendations.

The Contractor shall:

1. Provide services in alignment with SCC CoC Quality Assurance Standards, including but not limited to Housing First approaches, protection of client choice, cultural competency, and equal access regardless of actual or perceived sexual orientation, gender or marital status.
2. Serve its clients at County-funded sites using Harm Reduction Principles, under which the service provider focuses on reducing the negative consequences of substance use, not enforcing sobriety.
3. Provide services in a manner that considers the cultural needs of the population(s) served, including meeting the needs of clients with limited English proficiency. Provide translation services as needed.
4. Provide quarterly (for fiscal year quarters ending September 30, December 31, March 31, and June 30) and annual (for fiscal year ending June 30) reports on progress toward the system performance benchmarks set by the SCC CoC, published annually on the SCC CoC's website. Reports should include data for the reporting period, fiscal year to date, and contract to date. Reports should be submitted to the OSH Contract Monitor within 30 days of the end of the reporting period.
5. Provide monthly reports on utilization by program type, following a format provided by the county:
 - i. Number of unduplicated individuals and/or households served.
 - ii. Number of bed nights provided, if applicable.
 - iii. Occupancy rate, stated as a total monthly percentage of total bed nights provided as compared to available bed nights.
 - iv. Outcome data for all participants that exited the site during the report period.
 - v. Updated staff roster.
 - vi. Workshop / community events schedule.
 - vii. Summary of program operations.
 - viii. Incident report and calls for service summary.

- ix. Reports should include data for the reporting period and be submitted to the OSH Contract Monitor by the 30th of the following month.
- x. Comply with Homeless Management Information System (HMIS) Standard Operating Procedures (SOP) including, but not limited to: utilization of HMIS to track all clients at entry and exit, service transactions, case notes and input of all required universal and common data elements by project type, maintain overall data quality in accordance with the SCC CoC Continuous Data Quality Improvement Process (SOP Appendix F), and maintain the confidentiality and security of client data in accordance with the SOP, this Agreement, and applicable laws. Non-compliance with HMIS procedures, standards, or governing laws shall constitute a material breach and may result in the termination of the Agreement. For agencies that are prohibited from entering data into HMIS, the agencies must still comply with HMIS requirements in a comparable database and provide aggregate data to meet this requirement.

D. PERFORMANCE STANDARDS

1. Meet or exceed the applicable system performance benchmarks for safe parking (outreach) programs. Please note the benchmarks are updated annually and the benchmarks are as follows:

The extent to which individuals or families who leave homelessness experience additional incident(s) of homelessness:

- i. Metric 2a.1 for Safe Parking Programs: 14% or fewer of households who exit to permanent housing destinations will return to homelessness within twelve months.
- ii. Metric 2b.1 for Safe Parking Programs: 20% or fewer of households who exit to permanent housing destinations will return to homelessness within two years.

Successful housing placement:

- iii. Metric 7b.1 for Safe Parking Programs: 50 % or more of households will exit to a temporary or permanent housing destination.

Process measures:

- iii. Metric (a) for Safe Parking Programs: 67 % or more of households will exit to a known destination.

Data quality:

- v. Metric (c1) for all housing types: 0% of clients will have missing values in HUD universal data elements.
- vi. Metric (c2) for all housing types: 5% of clients or fewer will have Don't Know/Refused answers in HUD universal data elements, excluding Social Security Number, Race, and Exit Destination.

2. Report all major and/or media-sensitive incidents to the designated County representative ("Contract Monitor"). Report all major and/or media-sensitive incidents to the designated County representative ("Contract Monitor"). Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the Agreement;

serious injury or death of any person in the Contractor's care; serious injury or death of any person on property owned, leased, or operated by the Contractor, including but not limited to facilities, parks, sidewalks, roads, and parks; serious damage to the property of another related to the services provided by the Contractor under this Agreement; criminal conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against the Contractor that is related to this Agreement; any complaints of discrimination or harassment by the Contractor's Clients; and, any event that has a possibility of receiving public or media attention.

- i. The Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the Contractor learns of the incident.
- ii. The Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; and a description of any action taken in response to the incident. These incident reports are to be submitted to: crt-incidents@hhs.sccgov.org.

E. PAYMENT SCHEDULE

1. Invoices shall be submitted to the OSH Management Analyst by the last day of the following month, or the first business day thereafter, using a template approved by the County.
2. June 30th of each year is the end of the County's fiscal year. An estimate for each June invoice should be submitted on June 20, 2025. Final invoices should be submitted one business day before the County's fiscal year-end deadline, which is usually on the second Friday of July.
3. Contractor will invoice the County for actual costs by program within the budget established in Attachment B.
4. The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval by the OSH Fiscal team of correct and proper invoices. Invoices that need to be revised may cause delays in payment. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer. Subcontractors and travel shall be billed at actual cost and in accordance with County policy.
5. Contractor must submit a cost allocation plan for shared costs, accounting records, such as a detailed general ledger report, with each invoice for actual expenses reflecting the charges invoiced to the County. Contractor must be able to provide the supporting documentation described in Table 2, below, at the County's request.

Table 2

Expense Category	Supporting Documentation
Personnel – Salary	<ul style="list-style-type: none"> • Time and activity reports • Payroll records
Personnel – Benefits	<ul style="list-style-type: none"> • Invoices • Allocation methodology and records • Payroll records
Non-personnel	<ul style="list-style-type: none"> • Invoices and receipts • Mileage logs • Allocation methodology and records
Allocated Administrative Overhead	<ul style="list-style-type: none"> • If applicable, documentation of Federally-approved indirect rate • Allocation methodology and records • Records to support actual costs

6. Contractor may request a minor budget modification using the template provided by the Office of Supportive Housing. The County (including Administration and the Department) may, at its sole discretion, approve and implement Contractor's budget modification requests, provided that such modifications: (i) are clerical, non-substantive, and not material to the performance of the contract; (ii) do not increase or decrease the total amount, agreed-upon costs, or maximum financial obligation(s) under this Agreement; and/or (iii) do not alter the agreed-upon service description(s) and/or expected outcome(s) (i.e., the "scope of service"). The County retains discretion to deny a budget modification request or require contract amendment, even if these requirements are met. Budget modifications must be approved before Contractor incurs costs; the County does not guarantee reimbursement of expenses that have not been approved.
7. If Contractor receives overpayment from the County, Contractor shall promptly recompense the full amount of the overpayment to the County no later than 60 days after discovery or notice of the overpayment. Notwithstanding anything to the contrary in this Agreement, if Contractor fails to recompense the County within 60 days, the County may, at its sole discretion and without prejudice to any other right or remedy it has or may have, set off or recoup any liability owed to the County from future payments to Contractor for services rendered under this Agreement or any other contract between the County and Contractor. As a courtesy, the County will make best efforts to provide Contractor with notice prior to setoff or recoupment.

ATTACHMENT B-3

AGENCY	MOVE Mountain View
PROGRAM NAME	Safe Parking
START DATE	7/1/2024
END DATE	6/30/2025
PROJECT TYPE	Basic Needs
TOTAL PROGRAM CAPACITY	137 Vehicles
FUNDING SOURCE(S)	County General Fund (CGF)

DIRECT PERSONNEL EXPENSES	CGF
Caseworkers	\$ 406,698
Program Coordinator	\$ 144,871
Operations Manager	\$ 91,022
Lot Manager	\$ 77,813
Lot Monitors	\$ 116,508
Compliance Officer	\$ 74,056
Taxes and Benefits @ 12%	\$ 143,768
Workers Comp	\$ 16,827

DIRECT PROGRAM EXPENSES	CGF
Utilities	\$ 340,199
Lot Supplies & Services	\$ 23,636
Contracted Labor	\$ 22,750
Mileage, Gas, Auto Repairs	\$ 8,000
DOJ/DMV Report Fees	\$ 1,500
Contracted Security Services	\$ 91,200
LIVENATION Contracted Security Services	\$ 18,900
Health & Safety	\$ 3,000
Phone, Mobile, Internet, Security Equip	\$ 16,125

OPERATING EXPENSES	CGF
Office Supplies & Equipment	\$ 32,010
Liability Insurance	\$ 28,000
Comcast Internet	\$ 2,520

ADMINISTRATION EXPENSES	CGF
Administration	\$ 140,597

DIRECT EXPENSES TOTAL (personnel expenses + program expenses)	\$ 1,596,873
OPERATING EXPENSES TOTAL	\$ 62,530
ADMINISTRATIVE EXPENSES TOTAL	\$ 140,597
TOTAL PROGRAM BUDGET	\$ 1,800,000

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



EXHIBIT E
COUNTY OF SANTA CLARA
SERVICE AGREEMENT
 Version 2.01.2024

STANDARD PROVISIONS

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

A. ENTIRE AGREEMENT

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

B. AMENDMENTS

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

C. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

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

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

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

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the

Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

F. ASSIGNMENT

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

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

H. WAIVER

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

I. TERMINATION

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Standard Termination Language

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

-OR-

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

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

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation,

mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- (3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) **Definitions:** For purposes of this Subsection H, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.
- (8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.

(9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

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

L. COUNTY NO-SMOKING POLICY

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

M. FOOD AND BEVERAGES STANDARDS

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

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

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

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

N. CONTRACTING PRINCIPLES

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

during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. THIRD PARTY BENEFICIARIES

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

Q. INTELLECTUAL PROPERTY RIGHTS

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

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

R. INTELLECTUAL PROPERTY INDEMNITY

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

S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the

County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion.

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

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

T. COUNTY DATA

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

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

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

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

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

U. PAYMENT TERM

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

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

V. CONTRACT EXECUTION

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

W. LIVING WAGE (IF APPLICABLE)

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

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

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

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

Y. SURVIVAL

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