

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

Purchase Order Number:	4300016661	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 1,350,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 1,800,000.00
Current Agreement End Date:	06/30/2022	New Agreement End Date:	06/30/2023

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	H	0217	5255500	3217	\$450,000		
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):	Catholic Charities of Santa Clara County
Contact Person:	Eila Latif
Street Address *:	2625 Zanker Road
City, State, Zip *:	San Jose, CA 95134
Telephone Number *:	(408) 325-5286
Email Address *:	eila@catholiccharitiesscc.org
SCC Vendor Number (As Assigned In SAP):	1002065

* 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:	CEO - Office of Reentry Services	Department Number: 0217
Program Manager or Contract Monitor Name:	Victor Muniz	
Street Address:	151 W. Mission Street	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 201-0690	
Fiscal Contact (Accounts Payable Contact):	Virginia Chen	
Contract Preparer:	Tinh Nguyen	

Signatures

Amendment is not valid until signed by Contractor, County Counsel 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>Chad Martens</i>	Date:	6/30/2022
Agency/Department Fiscal Officer:	DocuSigned by: <i>Robin Reynolds</i>	Date:	6/30/2022
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	DocuSigned by: <i>Shana Heller</i>	Date:	6/28/2022
Contractor:	DocuSigned by: <i>Lisa Christian</i>	Date:	6/30/2022
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by: <i>[Signature]</i>	Date:	6/30/2022
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Clerk of the Board of Supervisors (Signature required when Board approved contract)	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**

The term of this Agreement is hereby extended through June 30, 2023.

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.

A-4
Or see Attachment _____ as incorporated by this reference

 Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 1,350,000.00
B.	Amount of increase or decrease: (Explain below)	\$ 450,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 1,800,000.00

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

Funds are hereby added in the amount of \$450,000.00, increasing Maximum Financial Obligation to \$1,800,000.00.

B-4
Or see Attachment _____ as incorporated by this reference

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

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment C

 Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 1,350,000.00
Financial obligation in current fiscal year:	\$ 450,000.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 1,800,000.00

Insurance

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

STATEMENT OF WORK

Employment Services

A. GOALS AND OBJECTIVES

1. Goals

In line with the vision and mission of the Office of Reentry Services (ORS), Catholic Charities of Santa Clara County (Contractor) shall strive to achieve the following outcomes for the population released from custody:

- a. Reduce the rate of recidivism;
- b. Increase their self-sufficiency and well-being; and
- c. Provide accessible services.

2. Objectives

Contractor shall provide employment services to increase client's employability and marketable skills through job readiness training, job search assistance, and job placement.

- a. Ensure clients who are in custody shall have the necessary tools and understanding in the following areas:
 - i. Resume development;
 - ii. Job search, placement, and retention support for ninety (90) days, retention tracking for 180 days;
 - iii. Interviewing;
 - iv. Employment rights/disclosure of criminal information;
 - v. Workplace etiquette;
 - vi. Financial literacy; and,
 - vii. Effective communication.
- b. Provide clients who are released from custody social and economic support by assisting in their job search and development and ultimately place them in permanent employment.

B. TARGET POPULATION

1. The Contractor shall serve currently incarcerated clients and formerly incarcerated clients who are recently released from custody who have been approved by the County.
2. Eligibility Criteria
 - a. Eligible Clients
 - i. In Custody: Must be incarcerated clients at County Correctional Facilities who have known release dates and who shall have spent at least thirty (30) days in custody by the time they are released. To be enrolled, clients must be on track to be unemployed at release with no permanent housing option in place and must plan to reside in Santa Clara County.

- ii. Community: Must be criminal justice involved adults, eighteen (18) years or older, who self-referred or referred by County staff or partners. Contractor may serve clients who have been released from custody within the last thirty (30) days and who have been approved by County staff. To qualify, clients must be unemployed, lack permanent housing and must reside in Santa Clara County.
- 3. Eligibility criteria of target populations are subject to change and subject to the approval of the County and Contractor to allow the program to best serve and to adapt to the needs of the target population. Changes to the established criteria may be based upon characteristics, location, referral source and the caseload capacity of the Contractor.

C. SITES AND LOCATIONS

The Contractor shall provide employment services within the relevant areas of Santa Clara County including the County Correctional Facilities, the Reentry Resource Centers, partner's site, and locations as may be assigned by the County.

D. PROGRAM REQUIREMENTS

- 1. Contractor shall provide employment services described in Section A to the target population noted in Section B.
 - a. Services shall be provided in-person unless otherwise approved by the County or the County and the Contractor agree that services cannot be provided in-person due to emergency conditions.
 - i. In the event of local or national emergency, Contractor shall be able to provide services by virtual video or telephone conference. Video and telephone conferencing formats must be Health Insurance Portability and Accountability Act (HIPAA) compliant. When deciding on a video and telephone platform, the Contractor must adhere to privacy protocols such as, and not limited to, ensuring the provider is using a private space that is not in the line of sight or hearing of other participants, staff, or others not privy to such information. If a breach occurs or is believed to have occurred, the County Contract Monitor and affected participants shall be notified in writing.
 - ii. When the video or telephone conferencing format is implemented, statistical data must be collected on how many clients use that platform and how many will not or cannot. If the Contractor does not plan to offer services when the County and the Contractor agree that in-person services cannot be provided due emergency conditions, the Contractor will need to explain in writing to the County how clients will receive services in the interim.

2. Referrals

Contractor shall accept new clients until enrollment capacity is full. When space in a full caseload becomes available, Contractor shall immediately seek new referrals and enroll additional clients until caseload capacity is full. Active caseloads include the number of clients enrolled with an open case up to discharge (when case is closed). Contractor should serve a minimum of 120 clients per year.

- a. In Custody: Contractor shall make arrangements with the County Correctional Facilities to schedule and conduct job readiness sessions to referred clients.

- b. **Community:** Contractor shall receive referrals from the County through the Referral Tracking System (RTS) or through established referral channels. Contractor may also enroll clients who are eligible through internal outreach processes. Clients enrolled without an RTS profile shall be encouraged to visit the RRC.

Referral policies or procedures are subject to change and subject to the review and approval of both the County and the Contractor.

3. Discharge and Completion

- a. Successful Completion. Client has successfully completed the program if the client is placed into employment.
- b. Unsuccessful Discharge. Client may be terminated from program if:
 - i. Client no longer wishes to receive services (self-discharge);
 - ii. Contractor has made three attempts to engage, and client has been non-responsive for one week;
 - iii. Client is re-arrested or becomes noncompliant or antagonistic; or,
 - iv. In an event characterized beyond the control of, undisclosed and unknown to the Contractor such as client information as to location, health, and welfare conditions.

4. Hours of Operation

- a. Hours of operation are contingent upon client need.
- b. In addition, for clients being released on weekends, contractor shall be available to provide the same quality of services to those who are released on weekdays.

5. Staffing Requirements

- a. Contractor's staff working directly with clients must have experience working with the target population, knowledge of relevant community resources, and the capacity to work on active caseloads during the contract period.
- b. Contractor's staff working directly with clients shall familiarize themselves with other services offered by ORS and the community to make appropriate referrals.
- c. Full-time staff are expected to work forty (40) hours per week.
- d. Contractor shall provide the assigned County Contract Monitor with a list of employees who shall be performing services under this contract and include the following information by July 1, 2022:
 1. Employee's name;
 2. The employee's position/ title and role within the program; and,
 3. The County ORS program/ service and contract purchase order number that the employee is working under.

6. Training Requirements

Contractor's staff shall attend any trainings required to access and provide services to the clients.

- a. **Referral Tracking System.** Contractor may be entering client derived data into the ORS RTS system ("RTS"). Users must undergo training of RTS and must execute the RTS User Agreement to be provided by ORS. Failure to comply with the RTS User Agreement shall be considered a breach of this agreement and shall be a basis for the County to amend or terminate this Agreement.
- b. **Homeless Management Information System (HMIS).** Contractor and its employees working on this project shall participate in trainings as required by the County and must utilize the Homeless Management Information System (HMIS).
- c. **Security Clearance and Prison Rape Elimination Act (PREA) Training.** Prior to beginning of any services in custody, Contractor's personnel must complete a Department of Justice background clearance (Live Scan). Contractor shall work with the designated County staff on obtaining background clearance.

If the results of the background check are favorable, the County shall notify the Contractor to arrange for a PREA Training. If the results of the background check are unfavorable, the County shall notify the Contractor to arrange for replacement personnel. If replacement personnel cannot be found, the County may terminate the Agreement.

7. **Contractor meetings**

- a. **Quarterly Contractor Meetings.** Contractor shall attend quarterly contractor meetings as scheduled by the County.
 - b. **Program Meetings.** Contractor and County shall schedule regular meetings to discuss program progress, risks, issues, and challenges.
8. Contractor shall provide language/translation services for clients and/or their families who may have limited English proficiency (LEP) skills. Contractor shall inform LEP clients of their eligibility of benefits, programs, and services in a language they understand. Contractor agrees to assess all points of contact, telephone, in-person, mail, and electronic communication its staff has with LEP clients to determine the best method of providing notice of language assistance services. Contractor shall translate outreach materials and explain how LEP individuals can access available language assistance services. Methods to inform LEP individuals about language assistance services may include, but are not limited to: translating outreach materials into other language; updating non-English content in key languages on the main page of its program's website; providing public service messages in non-English media describing its programs; forms, brochures, and/or language access posters placed in conspicuous locations describing in multiple languages the availability of language assistance services; the use of I-Speak language identification cards; and by including instructions in non-English language on telephone menus.
9. The Contractor must report all major and/ or media-sensitive incidents to the ORS Contract Monitor(s) as well as the Office of the Sheriff, Support Services Division, and Programs Unit. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the contract; 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 parking lots; 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. The Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the incident occurred. 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; the names and job titles of Contractor personnel involved in the incident; and a description of any action taken in response to the incident.

E. PERFORMANCE TARGETS AND MEASURES

Employment Services Program	Performance Targets	Metrics to be reported through Monthly Progress Report
IN CUSTODY/COMMUNITY		
Job readiness Classes	1. Provide five (5) workshops in custody or at partner locations in the community.	1. Number of classes with corresponding schedules. 2. Number of clients attended per class and schedule.
COMMUNITY		
Job Readiness Sessions	1. 120 enrolled clients per fiscal year.	1. Number of enrolled clients. 2. Number of enrolled clients who completed the sessions. 3. Number and type of sessions by location (Elmwood, Main Jail, RRC, or other agreed upon location).
Job Placement	1. Eighty-four (84) of the enrolled clients are placed into employment.	1. Number of clients placed into employment. 2. Type of placement and conditions. 3. Date of placement. 4. Title and position of placement. 5. Duration of placement. 6. Starting wage amount.
Job Retention	1. Fifty-four (54) of clients placed into employment retained job for a period of ninety (90) days.	1. Number of clients placed into employment provided retention services. 2. Duration of service(s). 3. Outcome.

F. DATA REPORTING REQUIREMENTS/ EVALUATION

1. Contractor shall collect and report the following individual-level data in relation to the performance targets and metrics noted in Section E. Additionally, Contractor shall provide other data as required by the County. This includes collection of:
 - a. Name;
 - b. Personal File Number (PFN);
 - c. Date of birth;
 - d. Referral date;
 - e. Service start (enrollment) date;
 - f. Assessment/screening and case plan data;
 - g. Service end (discharge) date;
 - h. Discharge outcome;
 - i. Demographic information; and,
 - j. Itemized breakdown of service linkage/navigation activities.
2. Satisfaction surveys shall be administered to participants at the end of the programming they receive from the Contractor. The frequency of the satisfaction surveys will be administered at least quarterly, and the timeline may be revised by mutual approval of the County and Contractor.
3. The County shall evaluate and document the performance through:
 - a. Monthly progress reports.
 - i. Contractor shall provide a Monthly Progress Report, on the template provided by the County. Progress reports are due within fifteen (15) days after the month of service.
 - b. On-site review by the County or County consultants.
 - c. Contractor self-evaluation.
 - i. Contractor shall provide a Quarterly Self-Evaluation Report, on the template provided by the County. Quarterly Self-Evaluation Reports are due within fifteen (15) days after every quarter of service.
 - d. Individual Service plan.
 - i. Contractor shall submit all completed individual service plans at the end of each Quarter.
 - ii. Contractor shall submit individual service plans at the end of each Fiscal Year for clients who are still active at the end of the fiscal year. This plan must detail the measures planned or taken to avoid interruption of services to clients.

G. PAYMENT SCHEDULE

1. Maximum compensation paid to Contractor under this Agreement must not exceed maximum financial obligation (MFO) indicated in Attachment B-4 of this Agreement.

2. Contractor shall be paid by County for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services according to Attachment B-4, of this Agreement.
3. The MFO is not guaranteed, and the County does not guarantee that it shall engage the Contractor for any minimum number of workshops, presentations, consultations, and/ or other related program tasks. Contractor shall be compensated for services rendered and/ or expenses incurred in accordance with Attachment B-4, 'Budget and Budget Narrative', hereto attached and incorporated by this reference. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.
4. Client Support budget may not exceed the amount indicated in Attachment B-4 of this Agreement. Approved expenses include client transportation (e.g., bus tokens/passes), minor car repairs as approved by the Office of Reentry services, employment preparation, education, grooming, housing, household goods, clothing, living expenses, medical/dental/vision treatments, storage, program incentives, food, and childcare. Client support funds shall not be used for Contractor's staff expenditures.
5. The County shall not pay for any traveling, lodging, or meal expenses incurred by the Contractor.
6. The Contractor must submit monthly electronic invoice and must be accompanied by the Monthly Progress Report. Invoices and Progress Reports are due fifteen (15) days after each month of services. The Contractor shall use the template as provided by the County. If the invoice and supporting documents are in proper form, appropriately payable under this Agreement, and have been reviewed and approved by the appropriate County Executive's Office staff, then County shall make payment to Contractor within thirty (30) days net after receipt of invoice.
7. The County and Contractor may agree to modify the budget to reflect the service delivery needs of the County while not exceeding the Maximum Financial Obligation of this Agreement. The County has the authority to make minor budget adjustments that do not increase nor decrease the total amount of this agreement, and further, that do not alter the agreed-to service description and expected outcome (scope of service). Minor budget adjustments must not exceed forty percent (40%) of the total amount of this agreement and must be approved by Contractor, County Agency/Department Manager (Contract Monitor) and the County Agency/Department Fiscal Officer. The budget adjustment must be submitted on a budget template, or in excel format, and must be signed by all approvers and attached to the contract.

BUDGET FY2023	
AGENCY NAME: Catholic Charities of Santa Clara County	
PROGRAM: Employment Services for Office of Reentry (ORS) clients	
Fiscal Year 2023	
I. DIRECT COSTS	Proposed Budget FY 2023
A. PERSONNEL	
Division Director .10 FTE	\$ 15,357.00
Program Supervisor .25 FTE	\$ 17,798.00
Employment Specialist/ Vocational Case Manager 1.0 FTE	\$ 60,693.00
Employment Representative 2.0 FTE	\$ 102,166.00
Peer Mentor/Employment Representative .90 FTE	\$ 42,213.00
Program Financial Analyst .06	\$ 4,736.00
Program Assistant .15 FTE	\$ 6,408.00
SUBTOTAL	\$ 249,371.00
B. FRINGE BENEFITS	
Benefits at 32.85%	\$ 81,918.00
SUBTOTAL	\$ 81,918.00
C. OTHER DIRECT COSTS	
Program supplies	\$ 1,111.00
Training	\$ 300.00
Telephone	\$ 3,200.00
IT/Communications	\$ 11,060.00
Occupancy	\$ 16,000.00
AWARDS client intake database	\$ 3,210.00
Equipment	\$ 1,500.00
Client Support	\$ 6,500.00
Insurance	\$ 2,330.00
Employee Mileage	\$ 3,500.00
Tattoo Removal	\$ 2,500.00
SUBTOTAL	\$ 51,211.00
II. INDIRECT COSTS	
Administrative Support	\$ 67,500.00
SUBTOTAL	\$ 67,500.00
GRAND TOTAL	\$ 450,000.00

BUDGET NARRATIVE	
Personnel Cost	
Position Title	Position Responsibilities
Division Director, .10 FTE	The Division Director of Economic Development Services directs agency programs focused on economic development and self reliance for low income persons, including immigrants, refugees, people with mental illness and the unemployed. Monitors all department budgets and fund development for the division. Provides leadership and oversees implementation of division goals and program targets. Oversees employment services and vocational training, monitors program budgets; Provides activity implementation.
Program Supervisor. (Employment), .25 FTE	Provides referral tracking and maintaining outcome measures. Facilitates delivery of services for wellness and employment services. This time percentage is relative to time spent in data collection for a program of relative size.
Employment Specialist/ Case Manager, 1.0 FTE	Provides vocational case management to reentry adults. Maintains a caseload of 15 – 20 clients and co-facilitate groups. Provide job coaching, support and train consumers on/ off-site employment settings. Provides transportation to clients when needed. Guides part-time Peer Mentor.
2 Employment Representatives @ 1.0 FTE each	Develop employment opportunities. Provides support in job preparation, securing employment and ongoing support through individual and group job counseling. Coordinate employment positions in competitive employment settings for consumers. Transport consumers as needed for job search, ongoing development of employer relationship for unsubsidized employment opportunities and matching clients for appropriate employment.

Peer Mentor, .90 FTE	Provides outreach, engagement, peer counseling, support and role modeling for reentry clients. Assists the Case Manager and the client in accomplishing his/her goals through 1:1 support and support groups.
Program Financial Analyst .06 FTE	Provides assistance with resource allocation and provides program's financial performance, analysis, monitoring and reporting.
Program Assistant .15 FTE	Provides administrative and quality improvement support. General reception duties including receiving, screening and directing visitors, answering telephone calls and routing calls appropriately, and providing information about CCSCC and/or alternate resources. Provides clerical support for the program as needed.
Fringe Benefits	All staff benefits are calculated at 32.85%. Includes health plan, life and disability insurance, retirement, employer payroll taxes, unemployment insurance, workers' compensation, and educational reimbursement.

Operating Costs	
Item	Description
Supplies – Food	Cost of meeting refreshments, client meetings, class graduation and celebrations.
Supplies - Office	Cost of consumable office supplies.
Supplies - Program	Cost of supplies related to program implementation and instructional material. Cost of printing and paper to carry out service work.
Educational Training/ Essential Learning	Training for staff and general workshops for clients.
Telephone	Costs of cell phone reimbursement and land line.
IT Support & Communication Services	Costs of IT department support, systems maintenance, and internet access.
Occupancy	Costs of rent, utilities and maintenance for staff offices/ meeting space at Zanker Road main office site and Gilroy satellite office. Increase in Agency calculated occupancy charge now shows the true cost of space for staff, consumers and programming needs.
Awards Client Information Database	Cost of AWARDS client information database and its upkeep. Increase of Agency calculated allocation shows true cost of program use of database.
Equipment	Cost of utilizing, purchasing, and/or maintaining scanner, printer, copy machine, fax line and computers.
Transportation - Employee Mileage	Travel expenses and/or staff calculated at 0.58 cents per mile. Travel to locations include client's place of employment, Reentry Resource Center school, vocational centers, home visits, meeting places, training facilities.
Client Assistance/Support (Incentives/ Internship)	Cost associated with client's immediate needs, such as transportation, food at meetings and program graduation, costs associated with school/ training, internship, interview clothing and "tools of the trade" to start employment. This charge has decreased from existing contract.
Insurance	General liability insurance and is allocated based on staff salaries.
Tattoo Removal	Costs associated to help with removal of client's visible life threatening tattoos.
Administrative Support Overhead / indirect costs @ 15%	Administrative support services (Fiscal, HR, Compliance, Facilities, Security, Executive).



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Attachment C

STANDARD PROVISIONS

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

A. ENTIRE AGREEMENT

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

B. AMENDMENTS

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

C. CONFLICTS OF INTEREST

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

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

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

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

E. ASSIGNMENT

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



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Attachment C

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

G. WAIVER

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

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

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor**: **By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with - or has reached Agreement with the County regarding the manner in which it will satisfy - any such final judgments.**



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Attachment C

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION

Standard Termination Language

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

-OR-

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

J. BUDGET CONTINGENCY

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Attachment C

K. COUNTY NO-SMOKING POLICY

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

L. FOOD AND BEVERAGES STANDARDS

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

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

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

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

M. CONTRACTING PRINCIPLES

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

N. CALIFORNIA PUBLIC RECORDS ACT

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

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



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Attachment C

O. THIRD PARTY BENEFICIARIES

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

P. INTELLECTUAL PROPERTY RIGHTS

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

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

Q. INTELLECTUAL PROPERTY INDEMNITY

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

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Attachment C

S. COUNTY DATA

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

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

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

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

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

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The 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.

U. CONTRACT EXECUTION

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Attachment C

V. LIVING WAGE (IF APPLICABLE)

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

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

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

W. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit ___. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.