



County of Santa Clara

Office of the County Executive

Procurement Department

150 W. Tasman Drive

San Jose, CA 95134

Telephone 408-491-7400 • Fax 408-491-7496

FOURTH AMENDMENT TO AGREEMENT NO. CW2233126 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND IDEMIA IDENTITY & SECURITY USA LLC.

This is the Fourth Amendment to the Agreement between the County of Santa Clara (County) and Idemia Identity & Security USA LLC (Contractor), originally entered into on October 1, 2019, to provide Automated Fingerprint Identification System (AFIS) including AFIS Disaster Recovery and Live Scan maintenance and support for the County.

This Agreement is amended as follows effective August 24, 2022:

1. Key Provision, **TOTAL VALUE**, on page 1 of this Agreement is revised to read: "The total not to exceed value of this Agreement is \$2,609,523, which represents an increase of \$83,000 from the prior not to exceed value of \$2,526,523."

Contractor understands that this not to exceed value does not represent a commitment by County to Contractor.

2. Add **EXHIBIT B-4, SUPPLEMENTAL MAINTENANCE FEES SCHEDULE**, attached hereto and incorporated herein by this reference.
3. Add **EXHIBIT K-3, ADDITIONAL MAINTENANCE AND SUPPORT TERMS AND CONDITIONS**, attached hereto and incorporated herein by this reference.
4. Add **EXHIBIT L, SUPPLEMENTAL HARDWARE**, attached hereto and incorporated herein by this reference.
5. Add **EXHIBIT O, COVID-19 VACCINE REQUIREMENTS ("CERTIFICATION")**, attached hereto and incorporated herein by this reference.
6. **EXHIBIT A, COUNTY OF SANTA CLARA TERMS AND CONDITIONS**, is revised to replace Section 68, COVID-19 Requirements, in its entirety with the following:

68. 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 N. 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.

All other terms and conditions of the Agreement, as amended, remain in full force and effect. In the event of a conflict between the original Agreement, as amended, and this Amendment, this Amendment controls.

Contract Administered and prepared by: Sabrina Teixeira, Procurement Contracts Specialist at (408) 491-7467 or Sabrina.Teixeira@prc.sccgov.org

The Agreement No. CW2233126 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.

COUNTY OF SANTA CLARA

DocuSigned by: SZ Long Zhang 8/26/2022
For: Director of Procurement Date

DocuSigned by: Gene Clark 9/2/2022
Gene Clark, CPPO, CPM Date
Chief Procurement Officer

CONTRACTOR:

DocuSigned by: Casey Mayfield
By: Casey Mayfield
Print: Casey Mayfield

Title: VP State & Local Enrollment Services
Date: 8/26/2022

APPROVED AS TO FORM AND LEGALITY

DocuSigned by: Tara Lundstrom 8/24/2022
Tara Lundstrom Date
Deputy County Counsel

- Attachments:
EXHIBIT B-4, SUPPLEMENTAL MAINTENANCE FEES SCHEDULE
EXHIBIT K-3, ADDITIONAL MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
EXHIBIT L, SUPPLEMENTAL HARDWARE
EXHIBIT O, COVID-19 VACCINE REQUIREMENTS ("CERTIFICATION")

EXHIBIT B-4**SUPPLEMENTAL MAINTENANCE FEES SCHEDULE**

The table below applies to the maintenance and services fee schedule for the Idemia Applicants LiveScans machines that are currently in place at the County of Santa Clara Sheriff's Office.

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: 5500-TPE-ED-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 1601 SOUTH DEANZA BOULEVARD CUPERTINO, CA 95014 ANNUAL 9X5 MAINTENANCE April 1, 2022 to September 30, 2022	AFD176001063	1	\$1,085.00
EQUIPMENT LOCATION: 5500-TPE-EO-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 55 W YOUNGER AVE SAN JOSE, CA 95110-1721 ANNUAL 9X5 MAINTENANCE April 1, 2022 to September 30, 2022	AFD176001064	1	\$1,085.00
5500-TPE-ED-M95 TPE-5535-ED	ANNUAL 9X5 MAINTENANCE April 1, 2022 to September 30, 2022	AFD176001065	1	\$1,085.00
EQUIPMENT LOCATION: 5500-TPE-ED-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 711 SERRA STREET PALO ALTO, CA 94305 ANNUAL 9X5 MAINTENANCE April 1, 2022 to September 30, 2022	AFD176001066	1	\$1,085.00
EQUIPMENT LOCATION: 5500-TPE-ED-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 80 HIGHLAND AVENUE SAN MARTIN, CA 95046 ANNUAL 9X5 MAINTENANCE April 1, 2022 to September 30, 2022	AFD176001067	1	\$1,085.00
EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5648-ED	SANTA CLARA COUNTY SHERIFF - 150 W HEDDING SAN JOSE, CA 95110 ANNUAL 9X5 MAINTENANCE April 1, 2022 to September 30, 2022	AFG186001012	1	\$1,620.00
Total:				\$7,045.00

EXHIBIT L SUPPLEMENTAL HARDWARE

Tenprint/Palmprint – Desktop Table 1	Description	Unit Price	Qty	Extended Price
TPE-5300D-ED TPE-CSTX-CA001 TPE-CSTX-CAPALM TPE-COMX-NECFTP TPE-PRT-DUP TPE-SWOX-DI-OFCS-BPUSH TP-HWOX-ADLNIC2 TP-IAT-CUSTOM47FRT	IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with TM (MDO) Block Technology • Computer, Monitor, keyboard • Standard Cal-DOJ defined Workflows and profiles • Printer Black & White Tenprint Card, Duplexer • Demographic Interface (DI) receives B.TXT • Cabinet System - PCI based 10/100 Ethernet LAN adapter • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$15,685	3	\$47,055

Tenprint/Palmprint – Desktop Table 2.	Description	Unit Price
TPE-5300D-ED TPE-CSTX-CA001 TPE-CSTX-CAPALM TPE-COMX-NECFTP TPE-SWOX-DI-OFCS-BPUSH TP-HWOX-ADLNIC2 TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with TM (MDO) Block Technology • Computer, Monitor, keyboard • Standard Cal-DOJ defined Workflows and profiles • Demographic Interface (DI) receives B.TXT • Cabinet System - PCI based 10/100 Ethernet LAN adapter • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	\$14,360

Tenprint/Palmprint - Desktop Table 3.	Description	Unit Price
TPE-5300D-ED TPE-CSTX-CA001 TPE-CSTX-CAPALMTPE-COMX-NECFTP TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics ScannerTM (MDO) Block Technology • Computer, Monitor, keyboard • Standard Cal-DOJ defined Workflows and profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Nextday on-site response and parts replacement • Freight 	\$14,207

Current shipping is 120+ days after receipt by IDEMIA of County of Santa Clara Sheriff's Office completed pre-install documentation, or as otherwise scheduled.

Hardware Total	
Grand total for Exhibit L Supplemental Hardware:	\$75,622

The table below applies to the maintenance and services fee schedule for the hardware described in this Exhibit. The maintenance and services fee schedule shall begin after expiration of the one-year warranty period. The warranty period begins following cutover.

	Description	Unit Price	Recovery Fee	Total Unit Price Year 2	Total Unit Price Year 3
PRT- DUP- M95	Annual 9/5 On-Site Maintenance for a Duplex Printer after the first year Warranty	\$342	\$34	\$376	\$414
TPE-5300D-ED	Annual Maintenance after the first year Warranty with 9/5 coverage	\$2,970	\$297	\$3,267	\$3,594

*Year 2 is the first year of maintenance following warranty expiration
Fourth Amendment to Agreement CW2233126
Between the County of Santa Clara and Idemia Identity and Security USA

I. County Responsibilities

County of Santa Clara Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power, and networking.
- ◆ Providing a technical point of contact for Contractor who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Obtaining and maintaining the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

II. Contractor Responsibilities

Contractor Project Management Responsibilities

Contractor will provide a Project Manager (PM) who will be responsible for all of the following activities and tasks during installation, testing, and training for supplemental hardware:

- ◆ Sending the Pre-Installation form to the County point of contact
- ◆ Coordinating all design definition, engineering efforts, procurement, factory integration and testing, shipment, installation, site integration, acceptance testing, training, transition, and support activities.
- ◆ Serving as the primary County contact and developing a close team environment among all personnel to facilitate a continuous transfer of knowledge throughout the Agreement.
- ◆ Conducting the project's status meetings and providing status reports.
- ◆ Creating and maintaining an Action Item Log.
- ◆ Resolving deviations from the project scope and administering change control.

Technical Responsibilities

Contractor will provide a technician/trainer who will be responsible for the following activities and tasks during installation, testing, and training for supplemental hardware:

- ◆ Unpacking all equipment and verifying it is in good condition. Any broken or missing parts will be called in and replacements will be sent to the site.
- ◆ Assembling the IDEMIA LiveScan System.
- ◆ Installing software and configuration of existing software on County LiveScan on new LiveScan machines. Existing software includes the following:

	Description
California Department of Justice Enterprise Customization	<ul style="list-style-type: none"> ◆ TOTS: APP CRM IDN ◆ Cards: FD258-C/T FD249-C/T CA Hand-C/T ◆ Other: Transmits to CADOJ NATMS ◆ Return msg: No ◆ California Touch Print Enterprise customization <i>for palm capture</i>
TPE-COMX-NECFTP	<ul style="list-style-type: none"> ◆ NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP provides support for NEC NATMS Protocol Communications over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.

- ◆ Powering up the IDEMIA LiveScan System and making sure it is functioning correctly.

- ◆ Creating and sending test transmissions to the California Department of Justice (“CALDOJ”) from the IDEMIA LiveScan System. The technician will verify that test records pass with CALDOJ.
- ◆ Performing on-site training after successful installation and testing. Training will consist of one 2-hour User training (Maximum of 6 personnel) and one 2-hour System Manager training (Maximum of 3 personnel). User and System Manager Training will be based on the "train the trainer" model such that whoever Contractor technicians train can train others.
- ◆ Putting the IDEMIA LiveScan System into production mode following CALDOJ approval and the completion of training. At that time the site can begin to use the system to process live subjects.
- ◆ Presenting County with a Statement of Installation and Training (SIT) for sign off and acceptance.
- ◆ Ensuring the signed SIT is sent to Contractor, where the system will be updated as installed in Contractor’s database. Warranty will begin on the signed SIT date. The technician will notify County of Contractor’s post-installation 24-hour help desk (1-888-435-7439) before leaving the County site. County will be invoiced once the SIT is processed by Contractor.

III. Assumptions

In developing this proposal, Contractor has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders and will require a written amendment to the Agreement.
- ◆ An inter-agency agreement between County of Santa Clara Sheriff’s Office and applicable receiving agencies will be in place.
- ◆ County of Santa Clara Sheriff’s Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by Contractor beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change. Assistance with training and questions for the County of Santa Clara Sheriff’s Office’s database or any programming, scripting, or review of programs beyond work quoted above are excluded from this Agreement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. County payments are due to Contractor within 45 days after the date of the invoice. Product purchase will be governed by this Agreement. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon Contractor unless a subsequent amendment to the Agreement is signed by both parties.

Contractor reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability.

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase at the rates in Exhibit L
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√

Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase at the rates in Exhibit L
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase at the rates in Exhibit L
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time: 9:00 AM to 5:00 PM PST

EXHIBIT K-3

ADDITIONAL MAINTENANCE AND SUPPORT TERMS AND CONDITIONS'

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Exhibits B-4 and L, Contractor, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Exhibit").

II. MAINTENANCE SERVICES

The Services provided by Contractor are those services set forth below:

1. Included With All Remedial Maintenance Services.

Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Contractor TouchCare Support Center via Contractor toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Contractor's technical support staff to resolve unique problems.
- Contractor shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the County. All replaced defective parts shall become Contractor's property. Contractor shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Contractor, replacement parts and components needed at international destinations shall be shipped by Contractor to the County-specified United States destination, and the County shall arrange for shipment of the parts and components to the final international destination. In the event Contractor ships replacement parts and components to an international destination, the County shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Contractor shall make available to County one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Contractor and for which Contractor, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Contractor Maintenance Agreement Addendum. County shall provide Vendor with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Vendor shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services*, then Contractor shall install the Update during any subsequently scheduled on-site visit by Contractor for service of the System. An "Update" means a new release of such System software components that are developed by Contractor which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

2. 9/5 Maintenance Services. Contractor's *9/5 Maintenance Services* are as follows:

- County will receive a telephone response to service calls within one (1) hour from the time County places a service call with Contractor's Help Desk.
- Contractor's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Contractor field service engineer to County's facility for on-site service.

- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m. PT) per day, five business days per week. Contractor shall use its best efforts to have a Contractor's field service engineer at County's facility within eight (8) working hours from the time the engineer is dispatched by Contractor's Help Desk if County's facility is located within a 100 mile radius of an authorized Contractor's service location and within 24 hours if County's facility is located outside such 100 mile radius.
- Vendor will not provide service after hours.
- At no additional charge, Contractor will provide County with up to four (4) County-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole reasonable opinion of Contractor's Development Management Team, require a significant development or deployment effort.**

Generally, a *significant development effort* is one that takes Contractor more than one full business day to develop, and a *significant deployment effort* is one that requires Contractor's deployment of one or more of its field service engineers to more than five (5) County locations or Contractor's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Contractor will provide such services on a time and materials basis and Contractor will provide County with a quote for developing and providing County with any such applications and changes. Table updates are treated as Updates and will be made available to County in accordance with Section II.1. of this Agreement.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by County.
- Maintenance support or troubleshooting for County provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Contractor's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Contractor's authorized service representatives, or if parts, accessories, or components not authorized by Contractor are fitted to the System.
- Maintenance required due to failures caused by County or County's software or other software, hardware or products not licensed by Contractor to County, unless the documentation or specifications refer to or recommend use of or combination with such third-party software, hardware, or products.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the County's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System, unless such failures result from Contractor's actions or omissions.
- Maintenance required due to failures caused by County facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Contractor's System documentation.

B. Non-Registered System Components. Any System components not registered in the Agreement for which Services are requested by County may be required to have a pre-maintenance inspection by Contractor before being added to this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Contractor's inspection will be billed at Contractor's an agreed upon inspection rate plus parts (if any are required), set forth in a written amendment to the Agreement.

C. Third Party Hardware and Software. County shall be solely responsible for obtaining from Contractor or a Contractor authorized or identified vendor, at County's sole expense: (i) all Contractor and third-party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Contractor will specify the hardware and third-party software requirements for any Updates.

IV. SERVICE CALLS

County may contact Contractor's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address or as otherwise agreed to in writing.

V. LIMITED LICENSE TO UPDATES

Contractor may deliver Contractor-developed Updates to County. The terms of Contractor's end user license for the Contractor's software delivered as part of the System shall govern County's use of the Updates.

EXHIBIT O
**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective April 1, 2022)**

Contractor Information:

Contractor name:

Name of Contractor representative:

Contractor phone number:

Contractor email address:

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.

2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) 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 County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health’s Vaccine Records Guidelines and Standards.

- 3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor’s requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.

- 4. If any of contractor’s workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.

- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor’s compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Name of authorized representative of Contractor	Title
Signature	Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor’s obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.