

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4300012604	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 192,850.00	Amended Maximum Financial Obligation (If dollar amount is changing):		\$ 298,635.50	
Current Agreement End Date:	06/30/2017	New Agreement End Date:		06/30/2018	

For County Use Only – SAP

REQ #30020872 

	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	0246	5255500	3708	\$105,285.50		102492
Line 2	Select...	0246	5255500	3708	\$500.00		102492
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):	Law Foundation of Silicon Valley
Contact Person:	Jennifer Kelleher
Street Address *:	152 N. 3rd St., 3rd Floor
City, State, Zip *:	San Jose, CA 951112
Telephone Number *:	408-280-2428
Email Address *:	jenniferk@lawfoundation.org
SCC Vendor Number (As Assigned In SAP):	1004859

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

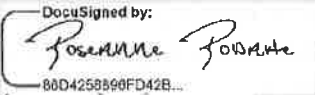

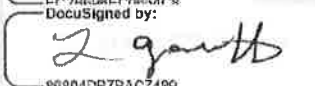
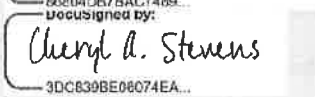
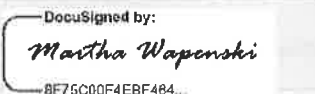
COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

County of Santa Clara	
Agency / Department:	Probation Department
	Department Number: 0246
Program Manager or Contract Monitor Name:	Anna Comesana
Street Address:	840 Guadalupe
City, State, Zip:	San Jose, CA 95110
Telephone Number:	(408) 278-6134
Fiscal Contact (Accounts Payable Contact):	Lydia Ho
Contract Preparer:	Ali Bueno

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:		Date:	
Agency/Department Fiscal Officer:	 <p>DocuSigned by: Roseanne Fosate 80D4258599FD42B...</p>	Date:	6/9/2017
Contractor:	 <p>DocuSigned by: Allison Brunner 80D4258599FD42B...</p>	Date:	6/9/2017
County Authorized Representative: <i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>	 <p>DocuSigned by: Z. Gault 80D4258599FD42B...</p>	Date:	6/14/2017
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.) 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>	 <p>DocuSigned by: Cheryl A. Stevens 3DC839BE08074EA...</p>	Date:	6/8/2017
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	 <p>DocuSigned by: Martha Wapenski 8F75C00F4EBF464...</p>	Date:	6/9/2017
Attest Clerk of the Board: <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****County of Santa Clara**

Agency / Department:	Probation Department	Department Number: 0246
Program Manager or Contract Monitor Name:	Anna Comesana	
Street Address:	840 Guadalupe	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 278-6134	
Fiscal Contact (Accounts Payable Contact):	Lydia Ho	
Contract Preparer:	Ali Bueno	

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:		Date:	
Agency/Department Fiscal Officer:	DocuSigned by: <i>Roseanne FORDATE</i> 86D4258896FD42B...	Date:	6/9/2017
Contractor:	<i>Alison Brunner</i> EC2B8A9E0085108	Date:	6/9/2017
County Authorized Representative: <i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>	DocuSigned by: <i>Z gauth</i> 86804DB7BAC7489...	Date:	6/14/2017
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.) 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>Cheryl A. Stevens</i> 3DC839BE06074EA...	Date:	6/8/2017
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	DocuSigned by: <i>Martha Wapenski</i> 8F75C00F4EBF464...	Date:	6/9/2017
Attest Clerk of the Board: <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**

During the past year, Contractor has satisfactorily provided legal and advocacy services related to Special Education & General Education as requested by Probation staff; therefore, the Probation Department requests to extend this agreement to secure continued services.

Or see Attachment A-2 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 presents Section V "Contract Specifics" in its entirety and includes previously approved agreement terms. Changes as of the current amendment are denoted in boldfaced type.

Or see Attachment A-2 as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 192,850.00
B.	Amount of increase or decrease: (Explain below)	\$ 105,785.50
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 298,635.50

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

During the term of this agreement, Contractor has satisfactorily provided legal and advocacy services related to Special Education & General Education as requested by Probation staff; therefore, the Probation Department requests adding agreement funding to secure continued services.

Or see Attachment A-2 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):	\$ 95,000.00 (FY16), \$97,850.00 (FY17)
Financial obligation in current fiscal year:	\$ 105,785.50 (FY18)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 298,635.50 (FY16, FY17 & FY18)

Insurance

<input checked="" type="checkbox"/>	Insurance does not require changes
	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

SECTION V: CONTRACT SPECIFICS

A. Service Description and Expected Outcome (Scope of Services)

FY18 Changes are denoted in bold type and sections with strike through represent deletions from previous amendments.

This agreement is between the County of Santa Clara (“County”), on behalf of the Probation Department (“Probation”), which administers the Educational Rights Project (ERP) and Law Foundation of Silicon Valley (“Contractor”) for the provision of Legal and Advocacy services related to Special Education and General Education for families involved in the ERP/Project Youth Education Advocates (YEA).

Contractor’s responsibilities include the following:

1. Ensure children and youth that are involved with the Department of Family and Children Services (DFCS) and/or Juvenile Probation Department are in an appropriate educational placement and receiving appropriate educational support to maximize their academic potential by way of advocacy within the school system and consultations with parents, caregivers, service providers, Social Workers, Probation Officers, and other stakeholders.
2. Train and assist DFCS/PD staff, the Juvenile Court, and other stakeholders to identify children in need of educational support and advocacy.
3. Educate and inform parents, caregivers or the holders of educational rights about their child’s educational rights and how to obtain the appropriate services for their child.
4. Assist parents, caretakers, or the holders of educational rights by advocating on their behalf.
5. **Wherein officials from Legal Advocates for Children and Youth (LACY) and Probation officials have identified a case where adjudication and/or termination of Probation leads to the closure of Probation services, LACY may maintain the case in an open status for no longer than 90 days from the closure of Probation services in order to provide and/or conclude their representation of the youth. Upon adjudication and/or termination of Probation, and within the aforementioned 90 day period, the previously assigned Probation Officer will receive monthly updates from LACY officials. However, the Probation Officer will not be engaged in the case due to the closed status within Probation.**

B. Deliverables, Milestones, and Timeline for Performance

1. Provide on-site legal consultation and technical support related to Special Education, General Education, Section 504 of the Rehabilitation Act, and laws specific to children and who are dependents/wards of the Juvenile Court.
2. Provide legal counsel, case consultation, training, updates on education related and Juvenile Court related legislation, and technical support to DFCS/PD staff related to General Education, Special Education, Section 504 of the Rehabilitation Act, Discipline, and local, state, and federal laws related to dependents/wards of the Juvenile Court and education.

3. Provide legal advocacy services to children and families referred to ERP to include, but not limited to:
 - a. Correspondence to schools and school districts;
 - b. Attend Individualized Education Plan, Individualized Family Service Plan, Student Study/Success Team, and 504 Plan meetings;
 - c. File Compliance Complaints with the California State Department of Education; and
 - d. Provide legal representation to the holder(s) of education rights, or provide advocacy at Discipline Hearings and Special Education Administrative Hearings and Mediations.
4. Submit case status reports to each ERP Coordinator by the fifteenth of each month using the report format provided by the Department’s ERP Coordinator.
5. Participate in and provide annual reports for ERP program evaluations. Reports include, but are not limited to:
 - a. Case consultations;
 - b. Children served;
 - c. School meetings attended, including type of meeting;
 - d. Caregiver attendees;
 - e. Training sessions conducted;
 - f. Compliance Complaints filed and outcomes of those complaints; and
 - g. Court appearances (e.g. Juvenile Court, Administrative Mediation).
6. Participate with other agencies providing contract services to ERP, including but not limited to:
 - a. Information sharing;
 - b. Training;
 - c. Involvement with periodic multi-service team meetings;
 - d. Monthly ERP meetings; and
 - e. Ad hoc subcommittee meetings relative to changes/issues with ERP.
7. Provide Case Management and Education Advocacy services at the direction of each ERP Coordinator or designee to include:
 - a. Generation of progress notes;
 - b. Maintenance of case files;
 - c. Data input as it relates to Contractor’s work;
 - d. Correspondence to schools, school districts, DFCS/PD staff, Juvenile Court, parents/caretakers; and
 - e. Participation in school meetings.
8. Submit to each Department’s ERP Coordinator a monthly invoice detailing services provided for each respective Agency.

C. Performance Standards

1. Contractor will be monitored and evaluated by each Department’s ERP or Project YEA Coordinator or their designee to ensure that ERP or Project YEA is meeting the needs of the children.
2. Contracted staff must have expertise and knowledge in the field of educational rights. Contractor will ensure that each individual that works with the ERP or Project YEA will meet the following

minimum criteria:

- a. Working knowledge of Federal and State laws and regulations governing Special Education, General Education, Discipline, and Section 504 of the Rehabilitation Act, and Juvenile Court, including local rules and the California Rules of Court.
 - b. Working knowledge of the Juvenile Dependency and Probation systems.
 - c. Minimum of two (2) years of experience in the area of Juvenile Court law, General Education, Special Education, and Section 504 of the Rehabilitation Act.
 - d. At a minimum, there must be one attorney on staff that possesses a valid license to practice law in the State of California.
3. Contractor must submit a minimum of two (2) references.
 4. Current resumes are on file for assigned Contractor's staff.
 5. **CERTIFICATION OF SERVICE PROVIDER:** Contractor certifies that consultants who provide services under this Agreement have not been convicted of a criminal offense. Contractor certifies that it has performed an appropriate screening of consultants prior to making this certification, and that it must screen all new consultants who provide services under this Agreement. Contractor agrees that consultants must successfully complete any DFCS and Probation Security Clearance requirements prior to assignment to ERP/Project YEA cases or provision of training services. Contractor agrees that if criminal charges are brought of any case consultant providing services under this Agreement, such consultant must be removed from any responsibility for or involvement in the provision of services under this Agreement during the pendency of such proceedings, and that the Contractor must immediately notify ERP/Project YEA Coordinator for DFCS and Probation of the pendency of such charges.
 6. **RESPONSIBILITIES AND DUTIES OF COUNTY:** Probation will coordinate, through the ERP Coordinator for DFCS, the delivery of contracted services provided to families involved with ERP/Project YEA and the Juvenile Court by Contractor under this Agreement.
 7. County will evaluate and document the Contractor's performance in accordance with County policy. Contractor evaluation may consist of, but not be limited to, the following evaluation forms:
 - a. Contractor Performance Evaluation report;
 - b. On-site review; and/or
 - c. Contractor self-evaluation.
 8. Contractor must perform the agreed services in a competent and expedient manner and must immediately inform the County should problems arise that prohibit the Contractor from performing the services in such manner.
 9. Contractor must maintain written documentation, project information, and records relevant to the services provided. Contractor must make this information available for review by County upon reasonable notice.
 10. Contractor must comport themselves at all times according to generally accepted standards professional conduct.

11. Prior to beginning services, all Contractor personnel working directly with clients must obtain, at Contractor's or their own expense, a Department of Justice background clearance (Live Scan). If the results of the background check are unfavorable, the County will notify Contractor to arrange for replacement personnel. If replacement personnel cannot be found, County will terminate the Agreement. Contractor will need to complete the following steps to obtain a background clearance:
 - a. Contact the County "Live Scan" liaison at (408) 468-1633 to obtain a background clearance application.
 - b. Contact the Santa Clara County Sheriff Department to make a Live Scan appointment. The Sheriff Department can be contacted by phone: (800) 211-2220 or via their website <http://www.sccgov.org/portal/site/sheriff>.
 - c. County will contact Contractor once the results of the background clearance have been received.
 - d. Contractor is required to notify the Probation Department's Live Scan liaison when the employment or licensing relationship of any individual whose name was submitted for Live Scan background clearance has concluded.

12. Contractor agrees to provide language/translation services for clients and/or their families who may have Limited English Proficiency (LEP) skills. Contractor further agrees to inform LEP individuals of their eligibility for 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 Probation's LEP clients to determine the best method of providing notice of language assistance services. Contractor must not only translate outreach materials, but must also explain how LEP individuals may access available language assistance services. Methods Contractor can use to inform LEP individuals about language assistance services may include translating outreach materials into other languages, updating non-English content in key languages on the main page of its program's website, and providing public service messages in non-English media describing its programs. Additional methods of providing notice include the use of 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 languages on telephone menus. Sample of the "I Speak" card is available at this website and Contractor may create their own version.
<http://www.justice.gov/crt/lep/resources/OhioLangIDcard.pdf>

13. Cultural Competency: Services must be provided in a culturally competent manner to the entire target population regardless of gender, age, religion, race, ethnicity, sexual orientation and disability. Services must also demonstrate ability to provide Limited English Speaking proficient population with translation services.

14. Confidentiality: During the performance of this Agreement, Contractor will have access to confidential information about the client/probationer, which is protected by California and Federal privacy laws, and such information is not permitted to be disclosed, disseminated or distributed to another entity or party other than the County's Probation Department staff and staff from the Probation Department's contracted evaluation consultants, if applicable. Contractor must use all necessary care to maintain and secure confidential information at all times, including the destruction of this information when it is no longer needed and/or upon termination of this Agreement. Contractor must not discuss such information with any other party, without the express written consent of the Probation Department or with the signed consent of

parent/guardian or as Contractor may be required by law to disclose. In the event that Contractor receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such document is being requested, Contractor must immediately give notice to the Probation Department in order to permit the County to seek a protective order or other similar order.

15. Prison Rape Elimination Act (PREA)

- a. Contractor shall comply with the Probation Department's zero-tolerance policy related to the sexual assault or rape of juveniles, or sexual misconduct toward any juveniles housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.
- b. Current Contractor's employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with juveniles/offenders, shall attend and successfully complete any and all staff training(s) related to PREA, as required by the Probation Department within 30 days of the effective date of this amendment.
- c. The County shall provide the training(s) at no cost to the Contractor.
- d. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.
- e. The County will provide a document titled "Department PREA Policy & Acknowledge Statement" to Contractor's employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with juveniles/offenders. Everyone who receives the document shall sign the acknowledgment form which will be retained by the Probation Department.

D. Payment Schedule

1. The maximum compensation under this Agreement must not exceed **\$293,635.50**; \$95,000 for FY16, \$97,850 for FY17 **and \$105,785.50 for FY18**.
 - a. **FY18** total includes a 3% increase to be invoiced at **\$244.63** per month.
2. Contractor will be paid by County at an hourly rate of \$125 per hour for performance of services according to Attachment B-1 "Budget and Narrative", hereto attached and incorporated by this reference.
3. Contractor will be reimbursed for mileage expenses, not to exceed \$500.00. Contractor must abide by Santa Clara County Travel Policies for all travel that will be invoiced to County.
4. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against County.
5. Contractor must submit a hard copy invoice on a monthly basis that includes the Contractor's name and address; invoice number; contract number; date, client list with specific services provided and number of hours per client; total invoice amount; year-to-date expenditures and remaining contract balance.

6. All payments are contingent upon the Contractor providing the services according to the scope of services, contract requirements, deliverable, and performance standards.
7. If the invoice and supporting documents are in proper form, appropriately payable under this Agreement, and have been reviewed and approved by the appropriate Probation Manager, County shall make payment to Contractor **upon invoice review and approval.**

Santa Clara County
 Probation Department

FY18

Attachment B-2: BUDGET

Budget Narrative

1 of 1

Agency Name: Law Foundation of Silicon Valley

Project Name: Educational Rights Project / Project YEA!

Please provide an explanation for each line item. Narrative should be consistent with budget.

Personnel Costs	Narrative
Attorney	\$125/hr (fully loaded cost)
	The fully loaded cost covers salary, payroll taxes, benefits, non-fringe benefits, operating expenses and overhead)
Operating Expenses	
Mileage & Travel Expense	Funds have been budgeted for reimbursement of travel according to the Santa Clara County travel policies. Trips eligible for reimbursement include: travel to and from client visits, travel to and from court appearances, administrative appearances, case filings or other related matters, travel to and from trainings, workshops, presentations, or outreach.
Mileage & Travel Expense	\$500 per fiscal year
3% Increase	
Increase	Funds have been allocated for County approved 3% increase in FY18. Increase to be invoiced on per month basis.
FY 18 Increase Fee	\$244.63 Per Month

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement 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. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the 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.

Section VI: Standard Provisions

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, that could be substantively involved in "making a governmental decision" or "serving 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 18701(a)(2)), 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 laws and regulations listed in subsection (A) 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.

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. NON-DISCRIMINATION

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

– OR –

Alternate Non-Discrimination Language Attached As Exhibit , incorporated by this reference. (Requires County Counsel Approval)

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.

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 BEVERAGE 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

All proposals become the property of the County, which 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 submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor shall 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 responds to the CPRA request. If Contractor fails to obtain such a remedy before the County responds to the CPRA request, County may disclose the requested information.

Contractor further agrees that is shall defend, indemnify and hold the 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.

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.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. 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, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. 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, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential 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 (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

T. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The

County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County’s Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

U. PAYMENT TERM

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)
- Net 45 (full payment)

Note: **Payment term will default to “Net 45 (full payment)”, if no other term was selected.**

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

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.