

County of Santa Clara

Board Contract Amendment Cover Sheet

This form is to be used for the execution of any amendments to existing Board Contracts which may be signed under the delegated signature authority of the Director of Procurement. Department to submit as part of the attachments for SAP Requisition.

Section I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Apex Systems, LLC	Vendor Number (As Assigned in SAP)	1012960
Purchase Order Number:	4300014871		
Brief Description of Services:	Mainframe environment operational support		
Agency/Department Name:	Technology Services and Solutions	Department #:	0145
Contract Monitor Name:	Alexander Perez	Email:	alexander.perez@isd.sccgov.org


Section II: CONTRACT SUMMARY

Department must attach all contract documents in SAP for full review of contract history.

Contract Term:	Start Date: 2/6/2018	End Date: 2/28/2023				
	New Contract End Date (if changing with this Amendment):		6/30/2023			
Original/Amendment #:	Fiscal Year	Amount	New Contract Amount	Signature Authority	Date Approved	Legislative File # (if applicable)
Original Contract	FY 18 - 20	\$1,624,592		BOS	2/6/2018	89737
Amendment #: 1	FY 21 - 23	\$1,745,810	\$3,370,402	BOS	6/23/2020	101352
Amendment #: 2	FY 23	\$3,370,402	No change	DOP	1/31/2023	N/A
Amendment #: 3	FY 23	\$200,000	\$3,570,402	DOP	2/28/2023	
Amendment #:	FY					
Amendment #:	FY					
Amendment #:	FY					
Comments:						

Department Director's Signature

Signed and certified that this contract coversheet and pertinent contract documents have been reviewed and approved by the Department Director and OBA.

Print Name/Title:	Lisa Golkar	Director, Tech Ops
Signature:	 <small>DocuSigned by: 7CE1D69452A84F8...</small>	Date: 2/23/2023

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

Purchase Order Number:	4300014871	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	2/28/2023 02/28/2023
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Maximum Financial Obligation (Prior to this Amendment):	\$ 3,370,402.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 3,570,402.00
Current Agreement End Date:	02/28/2023	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	0145	5255100	2658	\$200,000		
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):	Apex Systems, LLC
Contact Person:	Eric Sholl
Street Address *:	3945 Freedom Circle, Suite 940
City, State, Zip *:	Santa Clara, CA 95054
Telephone Number *:	(408) 490-2138
Email Address *:	esholl@apexsystems.com
SCC Vendor Number (As Assigned In SAP):	1012960

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

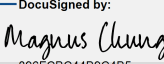


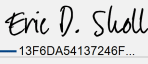

REQ# 30041784

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

County of Santa Clara	
Agency / Department:	Technology Services and Solutions (TSS)
Program Manager or Contract Monitor Name:	Magnus Chung (magnus.chung@isd.sccgov.org)
Street Address:	1555 Berger Drive, Bldg 2
City, State, Zip:	San Jose, CA 95112
Telephone Number:	(408) 758-4229
Fiscal Contact (Accounts Payable Contact):	AccountsPayable@isd.sccgov.org
Contract Preparer:	Alexander Perez (alexander.perez@isd.sccgov.org)

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:  896FCBC44B9C4B5...	Date:	2/23/2023
Agency/Department Fiscal Officer:	DocuSigned by:  5FC5CB30CF4441F...	Date:	2/23/2023
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:  A8ADF064A1074B3...	Date:	2/23/2023
Contractor:	DocuSigned by:  13F6DA54137246F...	Date:	2/23/2023
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by:  CEA090A27EB84EA...	Date:	2/28/2023
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 County of Santa Clara needs continued operational support for the current mainframe environment until the platform is decommissioned. Through this amendment, the term of this agreement is extended to 6/30/2023.

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.

Compensation rates for Position #1 (Senior Software Engineer - z/OS), Position #2 (Senior Software Engineer - CICS) and Position #3 (Senior Software Engineer - Communications) as outlined in Attachment G (Updated Skills, Experience and Responsibilities of Required Positions) are hereby revised to read:

\$170/hour (all inclusive)

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)	\$ 3,370,402
B.	Amount of increase or decrease: (Explain below)	\$ 200,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 3,570,402

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

The term of this agreement is being extended for an additional four months; therefor, the maximum financial obligation is being increased for the additional work that will be provided in that extended term.

H-1

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 I-1 as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

☒ **Other (please explain below)**

Or see Attachment L & M as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 2,830,302
Financial obligation in current fiscal year:	\$ 740,100
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 3,570,402

Insurance



Insurance does not require changes



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

Attachment H-1**Amend Maximum Financial Obligation**

The maximum financial obligation payable under this Agreement shall not exceed \$3,570,402, which represents an increase of \$200,000 from the prior not to exceed of \$3,370,402.

The total anticipated spend for FY2023 is \$740,100.

Position	Old Rate	New Rate	Hours/ Week	FY2023		FY23 Total
				(6/1/22 - 2/28/23)	(3/1/23 - 6/30/23)	
Senior Software Engineer (z/OS)	\$150	\$170	40	\$204,000	\$122,400	\$326,400
Senior Systems Software Engineer (CICS)	\$148	\$170	25	\$125,800	\$76,500	\$202,300
Senior Software Engineer (COMM)	\$150	\$170	25	\$127,500	\$76,500	\$204,000
Total				\$457,300	\$275,400	\$732,700

Attachment I-1**Add to the Agreement:****A. UPDATED CONTACT INFORMATION FOR INCIDENT REPORTING**

1. Replace all references to o365-isoteam@sccconnect.onmicrosoft.com with cybersecurityteam@iso.sccgov.org in Sections 2(n), 4(e), and 5(i) of Exhibit D-1, User Responsibility Statement.
2. Replace all references to TLC@isd.sccgov.org with support@tss.sccgov.org in Sections 8(d), 8(g) and 9(c)(ii)(i) of Exhibit C-1, Vendor Remote Access, and Sections 2(m), 4(d), and 5(i) of Exhibit D-1, User Responsibility Statement.
3. Replace all references to "(408) 918-7000" with "(408) 970-2222" in Sections 8(d), 8(g) and 9(c)(ii)(i) of Exhibit C-1, Vendor Remote Access, and Sections 2(m), 4(d), and 5(i) of Exhibit D-1, User Responsibility Statement.

B. IMMEDIATE TERMINATION FOR CAUSE

Notwithstanding any other provision in this Agreement:

1. Contractor's failure to comply with all terms and conditions set forth in Exhibit K (CJIS Security Addendum), Exhibit J (CLETS Private Contractor Management Control Agreement), Exhibit D-1 (User Responsibility Statement), and Exhibit C-1 (Vendor Remote Access), or failure to require such compliance of its officers, employees, contractors, subcontractors, and agents ("Contractor's personnel") engaged in performance of this Agreement, shall constitute a material breach of this Agreement and the County may immediately terminate this Agreement for cause.
2. Contractor shall not allow Contractor's personnel to perform services for the County unless and until its employees sign Exhibit K (CJIS Security Addendum), Exhibit J (CLETS Employee Volunteer Statement), Exhibit D-1 (User Responsibility Statement), and Exhibit C-1 (Vendor Remote Access). If Contractor's personnel access County Data or County systems without first signing, that will constitute a material breach of this Agreement and the County may immediately terminate this Agreement for cause.
3. Contractor shall monitor the compliance of Contractor's personnel with the terms in Exhibit K (CJIS Security Addendum), Attachment * (CLETS Private Contractor Management Control Agreement), Exhibit J (CLETS Employee Volunteer Statement), Exhibit D-1 (User Responsibility Statement), and Exhibit C-1 (Vendor Remote Access), and shall notify County no later than 24 hours after Contractor discovers any violations. Contractor's failure to monitor Contractor's personnel or timely notify the County shall constitute a material breach of this Agreement, and the County may immediately terminate this Agreement for cause.

In the event of Immediate Termination for Cause, the rights and obligations in Section VI(l) (Termination) apply.

C. 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 M. 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.

Exhibit L

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

County of Santa Clara Office of the District Attorney

(Public law enforcement/criminal justice agency)

CA043013A

(ORI)

to Apex Systems

(Private Contractor)

to perform Information Technology Services

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

DocuSigned by:

Jeff Rosen

Signature (CLETS Subscribing Agency Head)

Jeff Rosen

District Attorney

Print Name and Title

1/18/2023

Date

APPROVED

DocuSigned by:

Buddy Omohundro

Signature (Private Contractor Agency Head)

Buddy Omohundro Chief Services Officer/Executive Vice President

Print Name and Title

1/12/2023

Date

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Greta Hansen

1/18/2023

Greta Hansen

Chief Operating Officer

DocuSigned by:

Tara Lundstrom

1/12/2023

Tara Lundstrom

Deputy County Counsel

Exhibit M

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 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 personnel 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 personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:

- i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

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 any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- 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 personnel who are not fully vaccinated 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 personnel 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 personnel 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.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
4. If any of contractor's personnel 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 personnel 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

³ If contractor sends personnel who are not fully vaccinated, 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.