

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

| | | | | | |
|------------------------|------------|-------------------|----|---|------------|
| Purchase Order Number: | 4300022359 | Amendment Number: | 01 | Effective Date (Will be the date executed by Authorized County Representative): | 04/16/2024 |
|------------------------|------------|-------------------|----|---|------------|

| | | | |
|---|---------------|--|---------|
| Maximum Financial Obligation (Prior to this Amendment): | \$ 226,879.00 | Amended Maximum Financial Obligation (If dollar amount is changing): | \$ 0.00 |
| Current Agreement End Date: | 06/30/2024 | New Agreement End Date: | N/A |

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 | 0246 | 5255500 | 3704 | \$ 0.00 | JJCPA | 102775 |
| 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): | Pacific Clinics |
| Contact Person: | Kim Wells |
| Street Address *: | 251 Llewellyn Avenue |
| City, State, Zip *: | Campbell, CA 95008 |
| Telephone Number *: | (916) 388-6327 |
| Email Address *: | Kim.Wells@pacificclinics.org |
| SCC Vendor Number (As Assigned In SAP): | 1003791 |

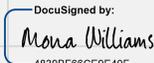
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

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

| | | | |
|--|--|--------------------|------|
| Agency / Department: | Probation | Department Number: | 0246 |
| Program Manager or Contract Monitor Name: | Victoria Contreras-Wolfe/Deserie Escobar | | |
| Street Address: | 840 Guadalupe Parkway | | |
| City, State, Zip: | San Jose, CA 95110 | | |
| Telephone Number: | (408) 278-6030/(408) 278-5841 | | |
| Fiscal Contact (Accounts Payable Contact): | ProAccountsPayable@pro.sccgov.org | | |
| Contract Preparer: | Alejandra Garcia, (408) 468-1644 | | |

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: Huy Trang Nguyen 01F1FD4266FA443... | Date: | 3/25/2024 |
| Contractor: |  DocuSigned by: [Redacted] 6AE97DDC743C4D4... | Date: | 3/25/2024 |
| County Authorized Representative: (Procurement Department, Board of Supervisors, or Delegated Authority) | | Date: | |
| County Counsel: (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. |  DocuSigned by: Mona Williams 4839BF66CE9E40F... | Date: | 3/20/2024 |
| 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: Curtis Boone Acting 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

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

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

Attachment A-1 amends Section V, "Contract Specifics" and includes previously agreed-upon terms. Changes as of the current amendment are denoted in boldfaced font.

A-1

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) | \$ |
| B. | Amount of increase or decrease: (Explain below) | \$ |
| C. | Revised Maximum Financial Obligation: (A +/- B will equal C) | \$ |

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

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

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Amend Standard Provisions

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



Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

| | |
|--|------------------|
| Total financial obligation from prior fiscal year(s): | \$ \$ 0.00 |
| Financial obligation in current fiscal year: | \$ \$ 226,879.00 |
| Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment): | \$ \$ 226,879.00 |

Insurance



Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B -2 attached and incorporated by this reference.

Section V: Contract Specifics

Amended text (as of this amendment) is denoted below in **BOLDFACED** font.

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

This Agreement is between the County of Santa Clara (“County”) and Pacific Clinics (“Contractor”) (together, the “Parties” and each a “Party”). Contractor agrees to provide collaborative, responsive, and culturally-reflective Prevention and Early Intervention—Treatment Focused Services (PEI-TFS) for youth who are supervised by the County Probation Department (“Probation”).

Contractor’s responsibilities shall include the following:

1. Population to be served:
 - a. Youth under the age of 18 at the time of offense, who are first time or low-level offenders referred by Probation.
 - b. Provide services to an active caseload of 20 youth at any one time and serve a maximum of 60 youth on an annual basis.
 - c. Youth referred to Contractor for PEI-TFS will have been previously afforded letters of acknowledgement, encouraging conversations, or Community Service Learning (CSL).
2. Referral:
 - a. Probation will assign referrals to Contractor through the Universal Referral Form (URF) system.
 - b. Contractor will contact youth and family within three business days of receiving the referral.
 - c. Contractor will contact the referring Probation Officer (PO) to confirm receipt of referral within three business days of receiving it.
 - d. If Contractor determines a youth needs more intensive services or has additional needs, Contractor will contact the assigned PO to determine the next steps to support the referred youth.
3. Intake, Assessment, **and Treatment Planning:**
 - a. **Intake:**
 - i. Contractor will complete the intake within 10 business days of referral receipt.
 - b. **Assessment:**
 - i. Upon intake, Contractor will complete a comprehensive clinical assessment, including a full Child and Adolescent Needs and Strengths (CANS) assessment.
 - ii. The clinical assessment will be used to identify the youth’s and family’s strengths and needs, which will inform the creation of the youth’s treatment plan.
 - c. **Treatment Plan:**

- i. Contractor will work with the youth to develop a transformational care plan (TCP) within 10 business days of the completed intake and assessment.
 - ii. The TCP will determine individualized, targeted, and clinically appropriate interventions as identified from the assessment.
4. Program Length:
 - a. The average program length for a youth is 120 days. The assessed needs, interests, and offense(s) of the youth will guide the number of sessions that the youth may attend.
 - i. Youth will not receive more than a total of 12 sessions of therapeutic treatment during participation in PEI-TFS.
 - b. If services reach 120 days and need to be extended, Contractor must notify the assigned PO as to the reason why and provide an estimated completion date.
 - c. During discharge planning, Contractor will contact PO and address additional services the referred youth may need.
5. Program Requirements:
 - a. Intensive Case Management:
 - i. Contractor will include an individualized and strengths-based, intensive case management component that **seeks to engage youth who are in need of service and** links youth and families to responsive and culturally respectful community resources.
 - ii. Services will be identified to enhance or address each youth's individualized strengths and needs, with an emphasis on identifying resources that are responsive to the intersectional factors that comprise each youth's identity, including, race or ethnicity, sexual orientation, gender expression or identity, and primary language.
 - iii. Clinicians will then facilitate linkages to services by:
 1. Discussing planned linkages with youth and families;
 2. Preparing youth and families for initial appointments;
 3. Pre-emptively identifying and developing plans to mitigate any barriers that may impede client access to services; and
 4. Following up after initial meetings to ensure continued engagement of youth and families with the desired services or resources.
 - b. Individual, Family, and Group Treatment:
 - i. Contractor staff will provide individual, family, and group interventions as determined by the youth's individualized assessment and treatment plan.
 - ii. Treatment modalities may include evidence-based groups and individual interventions utilizing Cognitive Behavioral Treatment (CBT) techniques.
 - iii. The program will emphasize the provision of group treatment, to match the lower acuity of needs in youth referred to a diversion program as well as to serve more youth with greater frequency of face-to-face contact.
 1. If treatment or service issues arise during treatment, Contractor staff must work closely with the youth, family, and PO to address them.

6. Days of Operation:
 - a. Contractor shall provide services on a year-round basis (except holidays), including evening and weekend hours.

7. Location of Services:
 - a. Contractor will utilize their offices for the PEI-TFS program to provide individual, family, and group services. Contractor's staff will also be able to provide services for youth and families in their homes, schools, or other community locations to effectively address family needs.

8. Client contact:
 - a. Contractor must be able to be reached by phone or email during normal business hours, Monday through Friday, 8 AM to 6 PM.
 - i. Staff will return all voicemails by the end of the day, respond to all emails within 24 hours, and report all urgent or crisis-related incidents immediately by phone and as soon as possible by email.
 - b. Contractor will provide a 24-hour crisis phone line for youth to access in cases of urgent matters through their Rapid Response Team.

9. Transportation of clients:
 - a. Contractor's staff will travel throughout the County to meet with youth and families within their communities and minimize barriers to access.
 - b. To ensure easier access to services provided at the Contractor's offices, staff will explore and problem-solve each youth's transportation needs by obtaining bus tokens or passes with the assistance of deputy probation officers or using other program funds as needed.

10. Contractor will ensure staff assigned to this Agreement meet monthly with Probation's Program Monitor to monitor progress, address concerns and plan for any adjustments or enhancements.

B. Deliverables, Milestones, and Timeline for Performance

1. Contractor will maintain a written and electronic individualized file on each client, document client's progress within assigned service/program and notify Probation Staff of client's progress and/or problems encountered within assigned service/program.

2. Upon the County's determination that the Contractor cannot perform services outlined in this Agreement in person due to unique/unanticipated circumstances (e.g., natural disaster or pandemic), the County may request in writing that the Contractor provide services remotely, including through means such as teleconferencing and videoconferencing that are secure and approved by the County.

Attachment A-1
Section V: Contract Specifics
Pacific Clinics (PEI-TFS) – FY24

- a. If services are to be furnished remotely, the County shall preapprove in writing any teleconferencing or videoconferencing platform before the Contractor begins providing remote services.
3. Contractor must work with the County's evaluation staff and consultants to collect data as required by the County:
 - a. Assist in supporting and implementing the goals of the County, including the outcome measures, as determined by the County's evaluation consultants;
 - b. Submit a monthly client list that will be developed in collaboration with Probation. The client list should be reviewed for accuracy each month prior to submission to the County. Contractor must provide a client list that includes the following:
 - i. Name of youth served;
 - ii. Assigned Probation File Numbers for Youth (e.g., Prevention and Early Intervention number);
 - iii. Date of birth of youth served;
 - iv. Date referral received;
 - v. Start date of when youth started receiving services;
 - vi. Reason why youth did not start services (if applicable);
 - vii. Session group youth is participating in (i.e., day/time/language/gender identity);
 - viii. Number and length of sessions attended per youth by activity type;
 - ix. End date of when youth stopped receiving services;
 - x. ZIP Code of youth served (if available);
 - xi. Ethnicity of youth served (if available); and
 - xii. Reason for program exit.
4. Contractor must submit a monthly Program Activity Report (PAR)/Invoice to the County by the 15th calendar day of each month, Attachment B, "Sample PAR/Invoice." Contractor must work with the County and County's outcomes team to create and format the PAR. The PAR is a summary of fiscal and programmatic activities and will be developed in collaboration with Probation.
5. Contractor must provide the County with a Monthly Program Narrative Report, Attachment C, "Monthly Narrative Report." The Monthly Program Narrative Report is due to the County by the 15th calendar day of each month and should cover the preceding calendar month regarding any staffing or programmatic issues impacting client outcomes, including but not limited to:
 - a. Any events that occur that have or could impact program fidelity and/or client outcomes;
 - b. Any lessons learned and/or feedback for Probation in order to strengthen the program moving forward; and
 - c. Any program and/or client success stories.
6. The PAR, Client List, and Monthly Program Narrative Report must be submitted by email to the following addresses: Victoria.Contreras-Wolfe@pro.sccgov.org, Deserie.Escobar@pro.sccgov.org, Pro-CGAC@pro.sccgov.org,

PRO.RAD@pro.sccgov.org, ProAccountsPayable@pro.sccgov.org, and PRO-VRP@pro.sccgov.org.

7. As required by Welfare and Institutions Code section 786.5, Contractor must seal all of its records regarding a client within 60 days of receiving written notice from Probation that the client's records must be sealed. All records regarding the client in the Contractor's possession must be sealed upon such notice, including but not limited to, records related to the client's arrest, referral, and participation in the program. A sealed record is a record that is placed behind a physical (e.g., locked cabinet) or technological barrier that acts as a locked door so that after it is sealed, only authorized staff can access the record for limited authorized purposes.

Contractor shall confirm that the identified client's records have been sealed via email to the following address within 24 hours of sealing the records:

DiversionRecordSealingDesk@pro.sccgov.org.

The County reserves the right to request information on the technology, practices, processes, and procedures Contractor utilizes to seal client records. Upon written request, Contractor shall provide this information to Probation within 10 business days. This timeline shall be subject to modification upon mutual agreement of the Parties in writing.

C. Performance Standards

1. Performance Targets, Metrics & Improvement Objectives
 - a. Access for New Clients (Timeliness/Access)
 - i. Time to initial client contact (phone or in person) is no more than three business days.
 1. Metric: Time to initial contact from referral.
 2. Metric: Time to first visit/appointment is within 14 calendar days from referral.
 - b. Engagement in Services (Timeliness/Access) & Dosage (Treatment)
 - i. Clients are engaged in services within 30 calendar days from first client contact.
 1. Metric: Based on model proposed, number and length of sessions/activities/classes required for completion of program.
 2. Metric: Contractor will provide the number and length of sessions/activities/classes attended per client.
 3. Metric: No show rate for follow-up visit after first visit.
 - c. Discharge Status (Quality)
 - i. Based on model proposed, define "successful" completion of program.
 1. Metric: Discharge reason per client.
 - d. Service Delivery (Capacity and Fidelity)
 - i. Number and type of target population that can be reasonably served in a fiscal year (FY) by Contractor's program model.

1. Metric: Number of staff and caseload per staff assigned to program model proposed.
2. Metric: Based on program model proposed: demographics of clients and geographic region served.
- e. Narrative regarding any staffing or programmatic issues that could impact client outcomes.
- f. CANS Assessment Results
 - i. CANS data shall be provided to Probation for every youth in the program. Youth will be assessed at program intake and at program closure.
 1. Metric: CANS results to measure changes in attitude and circumstances.
2. Privacy – Contractor must comply with all state and federal laws regarding the privacy of medical information, including but not limited to the following:
 - a. The Health Insurance Portability and Accountability Act, 45 C.F.R parts 160, 162 and 164 (“HIPAA”);
 - b. The Health Information Technology for Economic and Clinical Health Act (“HITECH” Act), Pub. L. 111-5, Div. A, Title XIII, § 130001 et seq., Div. B, Title IV, § 4001 et seq., Feb. 17, 2009, 123 Stat. 226, 467, 42 U.S.C.A. § 300ii, et seq., and 4U.S.C.A. § 17901, et seq.;
 - c. California Welfare and Institutions Code section 5328 et seq.;
 - d. California Evidence Code section 1010 et seq.; and
 - e. Welfare and Institutions Code section 827.
3. Contractor will perform the agreed-upon services in a competent and expedient manner and must immediately inform the County should problems arise that prohibit Contractor from performing the services in such a manner.
4. Contractor shall maintain written documentation, project information, and records relevant to the services provided and must make this information available for review by the County within three business days of any County request to review.
5. Confidentiality

All client or resident data gathered under this Agreement shall be the sole and exclusive property of the County and shall be subject to all confidentiality restrictions in this Agreement and in any applicable state or federal laws or regulations.

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 the confidentiality requirements in this Agreement. Contractor shall only access client or resident data to the extent permitted by this Agreement and applicable laws and regulations. Contractor must not disclose, disseminate, or distribute client or resident data gathered under this Agreement, or any anecdotal information about client data, to another entity or party other than Probation or an entity designated to receive the data, in writing, by Probation.

Contractor must use all necessary care to maintain and secure confidential information at all times, including by destroying confidential information when it is no longer necessary to provide or report on the services provided under this Agreement or upon termination of this Agreement, whichever is sooner, and ensuring that all data transfers are achieved through a secure method such as encryption, password-protected transfer or other appropriate methods that are preapproved by the County. Contractor must not discuss confidential information with any other party, without the express written consent of Probation 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 Probation in order to permit the County to seek a protective order or other similar order.

If it is discovered that unauthorized persons have accessed or attempted to access client or resident data, the Contractor will inform the County immediately, but no later than within 24 hours of the unauthorized or attempted unauthorized access.

6. Cultural Competency: Cultural Diversity and Inclusion

Services must be provided in a culturally responsible manner to the entire target population, demonstrating fair and equitable practices for participants of diverse identities including gender, age, religion, race, ethnicity, sexual orientation, gender identity, and disability.

It is the policy of Probation to maintain and promote an organization that provides the highest quality of services to clients regardless of actual or perceived sexual orientation, gender identity, or gender expression.

Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) clients under the supervision of Probation shall receive fair and equitable treatment, without fear of negative bias or discrimination and in a professional and confidential manner based on principles of sound professional practice.

7. Contractor agrees to provide language access services for clients and/or their families who may have Limited English Proficiency (LEP) skills. Contractor must take reasonable steps to ensure that LEP individuals have “meaningful access” to their activities and programs. An agency provides meaningful access to its programs when the language assistance provided is accurate, timely, and effective and is at no cost to the LEP individual. Each agency’s approach to overcoming language barriers will differ based on the population they serve, the type of service they provide and the resources they have access to. 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. A sample of the "I Speak" card is available at the following website and Contractor may create their own version:

<http://www.justice.gov/crt/lep/resources/OhioLangIDcard.pdf>. Contractor must consider using the following assessment to understand and plan for language access service needs: https://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf.

8. Contractor must work with the County's evaluation staff and consultants to collect data as required by the County. Data collection and outcome measures may be substituted or added based on approval by the Program Manager and County's evaluation staff, as appropriate. Contractor must assist in supporting and implementing the goals of the County and State including the outcome measures, as determined by the County's evaluation staff. County will evaluate and document Contractor's performance in accordance with County policy. Contractor's evaluation may consist of, but not be limited to, the following evaluation forms:
 - a. Client service list;
 - b. Outcomes measures;
 - c. Contractor Performance Evaluation report;
 - d. On-site observation; and/or
 - e. Self and/or client-evaluations.
9. Contractor will adhere to the Risk, Need, and Responsivity (RNR) model and an evidence-based practice (EBP), which must be mutually agreed-upon by Probation and Contractor. EBP must address therapeutic services. Contractor will ensure the integrity of the model is maintained throughout the process of providing services to clients.
10. Contractor must report all major and/or media-sensitive incidents to the Probation **Program Manager**. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the contract; serious injury or death of any person in the Contractor's care; serious injury or death of any person on property owned, leased, or operated by the Contractor, including but not limited to facilities, parks, sidewalks, and roads; serious damage to the property of another related to the services provided by the Contractor under this Agreement; criminal conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against the Contractor that is related to this Agreement; and any event that has a possibility of receiving public or media attention.

Contractor shall report any such incidents as soon as possible but no later than 24 hours from when the incident occurred. Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of Contractor personnel involved in the incident; and a description of any action taken in response to the incident.

11. Program Improvement Plan

If the County identifies deficiencies in Section B, “Deliverables, Milestones and Timelines for Performance,” and/or Section C, “Performance Standards,” the Contractor must complete a program improvement plan (PIP) in which the Parties will identify program improvement goals and specify deadlines by which the Contractor will meet the program improvement goals. The **Parties** will jointly complete the PIP. The Contractor must submit the jointly developed PIP for County approval within 30 days. If the Contractor does not meet the agreed-upon goals within the stated timeframe or the Contractor fails to submit a PIP that is approved by the County within 30 days, the County may elect to terminate or amend this Agreement. Attachment **D-1** is a sample PIP that is incorporated herein by reference.

D. Payment Schedule

1. The compensation paid to Contractor under this Agreement must not exceed \$226,879 in FY2024.
 - a. The Contractor shall work with Probation and the Behavioral Health Services Department to leverage Medi-Cal to expand the population of PEI-TFS youth and services that can be provided through PEI-TFS funding. Medi-Cal leveraging shall be finalized at the earliest convenience of the Behavioral Health Services Department.
2. **Probation will not pay for any airfare, mileage expenses, lodging, or meal expenses borne by Contractor.**
3. Contractor will be compensated for services rendered and/or expenses incurred in accordance with Attachment **F-1**, “Budget and Rates of Pay,” hereto attached and incorporated by this reference.
 - a. Budget Modification Process (if applicable): **The Parties** may reallocate money between line items of the approved budget noted in Attachment **F-1**, “Budget and Rates of Pay,” to reflect the service delivery needs of Probation. The budget may be adjusted if Contractor submits a written budget modification request to the County, and the County approves of the request in writing. To be approved, a budget adjustment cannot exceed the maximum financial obligation (MFO) of this Agreement. Requests to modify the approved budget line items must be submitted and approved through the Probation budget modification process before Contractor can move forward with implementing any budget adjustments.

Attachment A-1
Section V: Contract Specifics
Pacific Clinics (PEI-TFS) – FY24

- b. The written budget modification request may not include billing periods that have already been paid by the County or billing periods for which invoices have been submitted to the County. Additionally, Contractor may not submit any invoices for any billing periods that are part of the budget modification request until the County renders a decision on the request.
 - c. Any other modifications to the approved budget, including, but not limited to, adjustments to the MFO of this Agreement, pricing, rates, fees, and number of service units, will require a formal Amendment to the Agreement.
4. Contractor must submit PARs/invoices on a monthly basis. **PARs/invoices** will include Contractor's name and address; invoice number; contract number; date and description of services; total invoice amount; year-to-date expenditures and remaining contract balance.
- a. The invoice covering services rendered in the final period of service in each applicable FY this Agreement is in effect (fourth quarter or the month of June, as appropriate) ("final invoice") shall be submitted no later than July 1st (or next business day when July 1st falls outside of normal County business hours).
 - b. If Contractor is unable to submit its final invoice with actual costs to Probation by July 1st, Contractor must submit an estimated invoice covering estimated expenses for services rendered in the final period of service by July 1st. The amount of the invoice estimate for the final period must not exceed the remaining contract balance of the FY. After submitting an invoice estimate for the final period, Contractor must submit the final invoice with actual costs to Probation by no later than July 15th of each FY. The final invoice amount must not exceed the estimated invoice amount.
 - c. The items billed in each PAR/invoice must comply with the line items outlined in Attachment F-1, "Budget and Rates of Pay," and be supported by the appropriate supporting documentation.
 - d. **The County is not obligated to reimburse Contractor for any expenditure not reported to County 45 calendar days after Contractor submits its final invoice.**
5. 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/Program Monitor, County shall make payment to Contractor.
- a. Payment is contingent upon Contractor providing the agreed-upon services according to the scope of services, contract requirements, deliverables and performance standards detailed herein.
6. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

E. Other County Provisions

1. Background Clearance – Live Scan
 - a. Prior to beginning services, all Contractor personnel involved in providing services to Probation clients under this Agreement must obtain, at Contractor's or their own

expense, a Department of Justice (DOJ) and a Federal Bureau of Investigation (FBI) background clearance (Live Scan). When Contractor personnel submits to the Live Scan procedure, Probation receives an initial report of arrests or convictions from the DOJ and FBI and ongoing reports from the DOJ and FBI of any subsequent arrests or convictions. If Probation determines the results of the background clearance are unfavorable at any time during the term of this Agreement, the County will notify Contractor of the unfavorable determination and require Contractor to arrange for replacement personnel.

The County's determination as to whether Contractor personnel may provide services under this Agreement, based on the results of the Live Scan, is final and is not subject to protest or appeal. The County will not provide Contractor or the subject Contractor staff member with any details as to information it obtains during the Live Scan process. The County will notify Contractor that a particular staff member did not pass the Live Scan and background clearance process.

Any **Contractor** staff member who has a felony in their criminal history will not be permitted to access a Probation facility in which criminal justice data is stored without being escorted by Probation staff, and the County, **in its sole discretion**, may require replacement personnel who can be permitted access without an escort. If the **County requests replacement personnel, and** Contractor cannot provide replacement personnel within 15 working days of the County's **request**, the County shall have the right to terminate or amend the Agreement.

- b. Contractor will need to complete the following steps to obtain a background clearance:
 - i. Contact the County Live Scan liaison at (408) 435-2064 or at PRO-LiveScan@pro.sccgov.org to obtain a background clearance application.
 - ii. Contact the County of Santa Clara Office of the Sheriff to make a Live Scan appointment. The Office of the Sheriff can be contacted by phone: (800) 211-2220 or via **its** website: <http://www.sccgov.org/portal/site/sheriff>.
 - iii. County will contact Contractor once the results of the background clearance have been received.
 - iv. Contractor is required to notify the County Live Scan liaison when the employment or licensing relationship of any individual whose name was submitted for Live Scan background clearance has concluded.
- c. Contractor must provide a list of employees/**volunteers** who will be performing services under this Agreement to Probation. The list must be emailed to PRO-LiveScan@pro.sccgov.org within 30 calendar days of the Agreement start date, and thereafter, Contractor must submit an updated list at the beginning of each new fiscal year. The list must include the following information:
 - i. Employee/**Volunteer's** name;
 - ii. Employee/Volunteer's contact information (i.e., Email);**
 - iii. The employee/**volunteer's** position/title and role within the program; and

- iv. The Probation program/service and contract purchase order number that the employee is working under.
2. **California Law Enforcement Telecommunications System (“CLETS”) Compliance**
All Contractor personnel who will have access to criminal justice information or unescorted access to any Probation Facility (i.e., Probation’s Juvenile Hall, William F. James Ranch, Juvenile Probation, or Adult Probation) must take the CJIS Online Security Awareness Training course and complete the Criminal Justice Information System (CJIS) Online Security Certification Test. Additionally, Probation will require the Contractor to sign a CLETS Private Contractor Management Control Agreement and an Employee/Volunteer statement form.

Upon completion of Live Scan, the Department will determine if CLETS Compliance is needed and will refer Contractor personnel to Probation’s CLETS Coordinator who will provide information on next steps to gain CLETS compliance.

3. Zero Tolerance Policy (ZTP) for sexual misconduct
Contractor shall comply with Probation’s ZTP relating to preventing, detecting, monitoring, investigating, and eradicating sexual abuse, sexual assault, rape of residents, or sexual misconduct toward any residents housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.

County of Santa Clara Probation Department
 FY 20XX Monthly Narrative Report

| | | | |
|-----------------|--|----------------|--|
| Name: | | Agency: | |
| Program: | | | |
| Phone: | | E-Mail: | |

- July-20XX
 Aug-20XX
 Sep-20XX
 Oct-20XX
 Nov-20XX
 Dec-20XX
 Jan-20XX
 Feb-20XX
 Mar-20XX
 Apr-20XX
 May-20XX
 June-20XX

1. Discrepancies and Corrective Actions: Explain any discrepancies between anticipated and actual services delivered for the month. State what happened, why it happened and what you are doing to correct the situation.

| Activity | Discrepancies and Corrective Actions |
|----------|--------------------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

2. Program Highlights: Discuss activities that are going particularly well and why.

3. Updates: Provide any updates regarding changes in staffing, scheduling, space, etc.

4. Collaborative Activities (collaboratives only): Discuss activities and developments among partner agencies.

5. Additional comments: Provide comments or feedback to Probation Department staff.

COUNTY OF SANTA CLARA (COUNTY) PROBATION DEPARTMENT PROGRAM IMPROVEMENT PLAN

SECTION I: CONTRACT INFORMATION

To be completed by Contracts and Grants Administration and Compliance (CGAC) Unit.

| | |
|---|---------------------------------------|
| Service Agreement Information: | |
| Contractor: | |
| Purchase Order #: | Current Fiscal Year Amount: \$ |
| Scope of Services: | |
| Contractor Information: | Probation Information: |
| Program Contact: | Project Manager: |
| Title: | Project Monitor: |
| Email: | CGU Analyst: |
| Phone Number: | Accounts Payable Processor: |
| Name(s) of Person(s) and Title(s) of County and Contractor representatives completing this form (if different from above): | |

This Program Improvement Plan (PIP) is being executed in accordance with the following contract provision, specified in Attachment A, Section V: Contract Specifics: "if the County identifies deficiencies in Section B, 'Deliverables, Milestones and Timeline for Performance,' and/or Section C, 'Performance Standards,' Contractor must complete a program improvement plan (PIP) in which the Parties will identify program improvement goals and specify deadlines by which the Contractor will meet the program improvement goals."

SECTION II: SUMMARY OF PREVIOUS DISCUSSIONS

To be completed by County.

Prior to the execution of this Program Improvement Plan, the County has attempted to mitigate the areas of improvement noted in Section III (Program Improvement Plan Specifics) with the Contractor. This section provides a summary of all previous correspondences, discussions, and meetings held between the County and Contractor relating to these areas of improvement.

| Date | Type of Correspondence | Participants | Identified Deficiencies | Summary of Discussion |
|------|--|--------------|-------------------------|-----------------------|
| | <input type="checkbox"/> Email (<i>Attach copy</i>) <input type="checkbox"/> Phone Call <input type="checkbox"/> Virtual Meeting <input type="checkbox"/> In-Person | | | |

| | | | | |
|--|--|--|--|--|
| | <input type="checkbox"/> Email (<i>Attach copy</i>) <input type="checkbox"/> Phone Call <input type="checkbox"/> Virtual Meeting <input type="checkbox"/> In-Person | | | |
|--|--|--|--|--|

SECTION III: PROGRAM IMPROVEMENT PLAN SPECIFICS

To be jointly developed by County and Contractor.

- A. Identify and describe the specific area(s) of improvement relating to the service provisions of the contract.
(County to complete)

- B. Describe the action plan that includes specific action steps which will address each area of improvement noted above.
(Jointly developed by County and Contractor)

- C. Identify the timeframe in which each action step will be accomplished.
(Jointly developed by County and Contractor)

County and Contractor agree on the identified area(s) of improvement, action plan, and timeline as outlined above. The Parties further agree to hold follow-up meetings to discuss the progress of the action plan.

This Program Improvement Plan was jointly developed by the County and Contractor and has been mutually agreed-upon by the Parties.

| | | | |
|-------------------|-------------|---------------|-------------|
| <i>Contractor</i> | <i>Date</i> | <i>County</i> | <i>Date</i> |
|-------------------|-------------|---------------|-------------|

SECTION IV: PROGRAM IMPROVEMENT PLAN OUTCOME

To be completed by County.

Upon execution of the PIP, the County and Contractor met on the following date(s) to discuss the progress of the action plan.

| Meeting Date | Participants | Summary of Meeting |
|--------------|--------------|--------------------|
| | | |

PROGRAM COSTS

The supporting documents must be submitted in sequential order in which they appear in the PAR/Invoice and labeled appropriately by each line item when submitted to the County for approval.

FEE FOR SERVICE

| SERVICE LINE ITEMS | UNIT TYPE <i>(Ex: Client, Hour, Session, etc.)</i> | PRICE PER UNIT | # OF UNITS | AMOUNT | NARRATIVE <i>(Provide description of each cost and how each cost directly supports the program and on what each unit includes, as well as how price per unit was calculated)</i> | Support Documentation Required for Reimbursement <i>(Client List, Monthly Narrative Report, Client Roster)</i> |
|---|---|----------------|------------|---------------------|---|---|
| A. Case Management | Session | \$200.40 | 75.00 | \$15,030.00 | Services include ancillary services to counseling, providing resources, information, engagement, and follow-up to support goal achievement. | Client list, Monthly Narrative Report, Sign-in Sheet |
| B. Individual Counseling and Family Counseling | Session | \$261.60 | 500.00 | \$130,800.00 | Services include individual sessions to provide youth with early intervention services and divert early offenders away from the Juvenile Justice System. | Client list, Monthly Narrative Report, Sign-in Sheet |
| C. Group Counseling | Session | \$261.60 | 20.00 | \$5,232.00 | Services include group sessions to provide youth with early intervention services and divert early offenders away from the Juvenile Justice System. | Client list, Monthly Narrative Report, Sign-in Sheet |
| D. Treatment Planning and Assessment | Hour | \$261.60 | 175.44 | \$45,895.08 | Treatment Planning: Services include supporting youth and family creating goals for treatment. Can be billed in incremental units. Assesment: Services include comprehensive clinical assessment of youth. | Client list, Monthly Narrative Report, Sign-in Sheet |
| E. Invoices paid from July 2023 - November 2023 | | | | \$29,921.92 | | |
| TOTAL PROGRAM COSTS | | | | \$226,879.00 | | |

TOTAL BUDGET AMOUNT

\$226,879.00



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Version 2.01.2024

STANDARD PROVISIONS

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

A. ENTIRE AGREEMENT

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

B. AMENDMENTS

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

C. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

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

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

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

D. LEVINE ACT COMPLIANCE

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

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

E. GOVERNING LAW, VENUE

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

F. ASSIGNMENT

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

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

H. WAIVER

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

I. TERMINATION



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

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

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

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

- (9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.

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

K. BUDGET CONTINGENCY

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

L. COUNTY NO-SMOKING POLICY

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

M. FOOD AND BEVERAGES STANDARDS

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

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

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

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

N. CONTRACTING PRINCIPLES

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

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

O. CALIFORNIA PUBLIC RECORDS ACT

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

before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

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

P. THIRD PARTY BENEFICIARIES

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

Q. INTELLECTUAL PROPERTY RIGHTS

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

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

R. INTELLECTUAL PROPERTY INDEMNITY

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

S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

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

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

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

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

T. COUNTY DATA

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

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

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

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

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

U. PAYMENT TERM

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

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

V. CONTRACT EXECUTION

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

W. LIVING WAGE (IF APPLICABLE)

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

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

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

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

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

Y. SURVIVAL

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

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

EXHIBIT B-2 (revised)

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

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

EXHIBIT B-2 (revised)

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

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

EXHIBIT B-2 (revised)

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

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

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