


**CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND
HOPSKIPDRIVE, INC.**

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and HopSkipDrive, Inc. (henceforth, CONTRACTOR) for Foster Youth Transportation to School of Origin & Child Oriented Services.
2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Description of Services, Exhibit C: Pricing Schedule, and Exhibit D: HopSkipDrive Platform License, which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA


Susan Ellenberg
President, Board of Supervisors
Date: FEB 06 2024


CONTRACTOR

DocuSigned by:

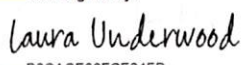
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Joanna McFarland
CEO, HopSkipDrive, Inc.
Date: 1/4/2024

Signed and certified that 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
Date: FEB 06 2024

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

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Laura Underwood
Deputy County Counsel
Date: 1/3/2024

Approved: 02/06/2024

Contract General Terms and Conditions

Article I General Terms

1. ENTIRE CONTRACT

This Contract and its Exhibits/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 Contract. 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.

2. AMENDMENTS

This Contract may only be amended by written instrument and signed by authorized representatives of all contracting parties.

3. CONFLICTS OF INTEREST

- a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the COUNTY.
- b. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18700.3), as part of

CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

- d. If applicable, CONTRACTOR and its agents shall 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. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

4. GOVERNING LAW, VENUE

This Contract 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.

5. ASSIGNMENT

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

6. WAIVER

No delay or failure to require performance of any provision of this Contract 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.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and

omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

**Article II
Fiscal Accountability and Requirements**

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

- a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.
- b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be Fee for Service.

3. DISALLOWED COSTS

- a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.
- b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

- a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).
- b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper

detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.

- c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

Article III

Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.
- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.
- c. Upon written request, CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's

- work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.
- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.
 - e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.
 - f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.
 - g. CONTRACTOR guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (<https://www.sam.gov/>). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.
3. **RESPONSIBILITY FOR AUDIT EXCEPTIONS**
CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.
4. **MONITORING AND EVALUATION**
- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
 - b. COUNTY may conduct participant interviews to determine program compliance.

- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.
- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION**a. Termination for Convenience**

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.

b. Termination for Cause

COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

- i. CONTRACTOR failure to comply with any contract provision;
- ii. CONTRACTOR fails to meet the performance criteria of this Contract;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations

In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV

Statutes, Regulations, and Policies

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

- a. 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.

- b. 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 (Government Code sections 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.
- c. 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.
- d. Definitions: For purposes of this Section, 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.

- e. 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, DECISIONS, DETERMINATIONS, OR ORDERS.
- f. 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.
- g. 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 Section, 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.
- h. 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 any 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.

- i. Material Breach: Failure to comply with any part of this Section 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.
 - j. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Section 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. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).
 - l. For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
 - m. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.
2. **ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**
 CONTRACTOR hereby 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 Contract.
3. **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.

4. FOOD AND BEVERAGE STANDARDS

- a. 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.
- b. If food is to be provided, healthier food options must 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.
- c. 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.

5. CONTRACTING PRINCIPLES

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (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; and (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. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type_I_or_Type_II_Contractors.pdf.

6. 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.

7. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

8. 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.

9. 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 violate 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.

10. COUNTY DATA & CONFIDENTIALITY

- a. 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.
- b. 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.
- c. 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.
- d. 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 48 hours after CONTRACTOR's legal and forensic investigation confirms any such unauthorized access to County Data or any other breach in CONTRACTOR's security that materially affects COUNTY or COUNTY's end users, unless prohibited by law. If the initial notification is by phone, CONTRACTOR shall provide a written notice within 5 days of such phone call. 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.

- e. 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.
- f. CONTRACTOR must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
 - i. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
 - ii. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.
- h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

11. CALIFORNIA PUBLIC RECORDS ACT

- a. 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.

- b. 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.

12. **COVID-19 REQUIREMENTS**

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.

13. **SURVIVAL**

All representations, warranties, and covenants contained in this Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Contract, shall survive the termination or expiration of this Contract, 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 Contract.

Article V Insurance Requirements

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

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 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.

6. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

7. Cyber Liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

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.

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.

Exhibit A: Program Provisions

CONTRACTOR : HopSkipDrive, Inc.
PROGRAM : Foster Youth Transportation to School of Origin & Child Oriented Services (FYTSO & COS)

1. SCOPE OF WORK**a. PURPOSE**

The purpose of this Contract is to provide professional, demand-responsive transportation for foster youth in Santa Clara County to their school of origin and to other child-oriented services including but not limited to health or mental health services, pro-social activities, and other transportation needs that resource families cannot accommodate.

CONTRACTOR shall provide COUNTY with the services further described in this Section, Exhibit B: Description of Services, Exhibit C: Pricing Schedule, and Exhibit D: HopSkipDrive Platform License.

The estimated number of rides CONTRACTOR will provide under this Contract will be 1,500 per fiscal year. This estimation shall not be legally binding in any way and subject to funding availability.

b. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive. COUNTY may in its sole discretion select, contract with, and assign additional contractor(s) to perform any portion of the services herein.

c. CONFIDENTIALITY

All information gathered by CONTRACTOR about passengers or potential passengers within the scope of FYTSO & COS shall remain confidential ("FYTSO & COS Information"). CONTRACTOR shall not use or disclose FYTSO & COS information other than in the performance of its obligations under this Agreement or as otherwise required by law. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of FYTSO & COS Information, protect against any anticipated threats or hazards to the security or integrity of FYTSO & COS Information, protect against unauthorized access to or use of FYTSO & COS Information that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of FYTSO & COS Information upon termination of this Contract. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to FYTSO & COS Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying COUNTY as soon as possible of any incident of unauthorized access to FYTSO & COS Information, or any other breach in CONTRACTOR's security that materially affects COUNTY or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected FYTSO & COS Information be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable Federal and State laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at CONTRACTOR's sole expense (if applicable).

Exhibit A: Program Provisions

CONTRACTOR shall not charge COUNTY for any expenses associated with CONTRACTOR's compliance with the obligations set forth in this Section.

d. SERVICE AREA

"Service Area" shall be defined to mean the geographic limits of Santa Clara County.

e. ELIGIBLE PASSENGERS

An "Eligible Passenger" is defined as any foster youth referred to CONTRACTOR by COUNTY.

f. HOURS OF SERVICE

Hours of service shall be governed by the school schedule for Eligible Passengers. Typical hours of service are Monday through Friday between 6:30 AM and 6:30 PM but may change subject to the school district's needs.

g. PASSENGER DISQUALIFICATION

CONTRACTOR will develop and maintain policies and procedures for Eligible Passenger conduct while receiving services.

h. DIRECT ROUTE

CONTRACTOR's drivers must take the most time-efficient route while transporting Eligible Passengers.

i. VEHICLE INSPECTION AND DISQUALIFICATION

CONTRACTOR will develop policies and procedures for verifying the safety and maintenance of vehicles used to transport Eligible Passengers. At a minimum, CONTRACTOR must inspect vehicles every 12 months.

j. DRIVER BACKGROUND CHECKS, TRAINING, AND DISQUALIFICATION

CONTRACTOR will develop and maintain policies and procedures for verifying the capabilities, competency, and safety of their drivers, including standards for disqualification and training of drivers. CONTRACTOR must perform a background check on all drivers, including a Live Scan criminal background check, on all drivers assigned to work on this project. CONTRACTOR must develop policies for disqualifying drivers that do not pass a background check.

k. INCIDENTS

CONTRACTOR shall notify COUNTY by telephone immediately, as is feasible, and provide written notification within 24 hours of any incidents involved in providing services under this Contract, including, but not limited to vehicle collisions or safety issues and/or concerns.

l. FARE POLICY AND COLLECTION

CONTRACTOR's drivers may not accept any payment from Eligible Passengers for transportation that is covered by this Contract. CONTRACTOR shall, through policy and policy enforcement, ensure that drivers do not request or receive gratuities.

Exhibit A: Program Provisions**m. DRIVER CODE OF CONDUCT**

CONTRACTOR must develop, implement, and monitor compliance with its policies regarding driver conduct while providing services under this Contract.

n. TRIP MANIFEST

CONTRACTOR shall create a Trip Manifest for all rides or its electronic equivalent. These records shall have all of the following:

- i. Signed and dated by CONTRACTOR;
- ii. Scheduled pick-up and drop-off times;
- iii. Scheduled pick-up and drop-off locations;
- iv. Actual pick-up and drop-off times;
- v. Actual pick-up and drop-off locations;
- vi. Number of passengers and names of passengers transported during ride;
- vii. Whether a no-show or cancellation occurred;
- viii. Any unscheduled trips or stops that occurred and why;
- ix. Whether the driver had a car issue; and
- x. Identify who cancelled the ride, the date and time, and reason for cancellation.

o. SCHEDULING WINDOW

The "Scheduling Window" shall be defined as at least 8 hours prior to a requested ride and up to 5 weeks ahead of the requested ride.

p. VEHICLE CLEANING

All vehicles used by CONTRACTOR for services under this Contract must be kept clean at all times.

q. CURB-TO-CURB SERVICE

"Curb-to-Curb Service" means a type of transit service where, on both the origin and destination ends of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle. CONTRACTOR shall provide Curb-to-Curb Service to all Eligible Passengers.

r. NO PASSENGER STRANDED POLICY

At the time of the ride reservation, the scheduler/dispatcher will confirm the need for a round trip and schedule accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of backup systems will ensure the trip is provided. CONTRACTOR shall monitor all rides and driver progress in real time so if a replacement driver is required, CONTRACTOR will deploy a new driver for a timely pick up. CONTRACTOR will only cancel a ride and not send a driver if COUNTY requests cancellation because alternative transportation has been secured.

s. NO SHOW POLICY

i. A No-Show is defined as:

1. When an Eligible Passenger fails to appear for a scheduled trip within 10 minutes after the scheduled pick-up time (Driver must immediately notify dispatch of the No-Show); or
2. When an Eligible Passenger cancellation is received less than 24 hours

Exhibit A: Program Provisions

prior to the scheduled pick-up time.

- ii. Notification and Management of Passenger No-Shows:
 - 1. Dispatcher attempts notification of Eligible Passenger via telephone and informs driver of status.
 - 2. COUNTY is charged one No-Show and Eligible Passenger will receive a telephone call from CONTRACTOR after the first No-Show.
 - 3. Eligible Passenger will receive a written letter explaining termination policy after second No-Show.
 - 4. Three No-Shows in a 30-day period may result in passenger disqualification at the discretion of CONTRACTOR.
- iii. Each Eligible Passenger's No-Shows will be tracked monthly and recorded in Eligible Passenger's file.

t. ADMINISTRATIVE CAPACITY

CONTRACTOR shall maintain sufficient administrative capacity to professionally carry out the services described in this Contract.

2. DELIVERABLES

a. INVOICES

CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by CONTRACTOR.

b. PERFORMANCE MONITORING

- i. COUNTY staff will monitor CONTRACTOR's performance, compliance with insurance requirements, and with Federal, State, local, and Contract requirements, and will gauge the quality of service on a systematic and continuing basis. Such monitoring may include inspection of documents or files; interviews and conversations with CONTRACTOR's managers, drivers, reservations staff; review of call center statistical reports; analysis of complaints; road checks; passenger surveys; and the inspection of facilities, equipment, and vehicles.
- ii. COUNTY will monitor factors such as, pickup and drop-off procedures, passenger disagreements and issues, receive reports from the CONTRACTOR's field monitors, and monitor excessive no-shows and late cancellations by specific passengers.
- iii. Irrespective of COUNTY's monitoring program, CONTRACTOR shall implement its own quality assurance program. Such program shall include, but not be limited to, regular supervisory field observations, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits.

c. REPORTING

- i. CONTRACTOR shall provide monthly and biweekly reports COUNTY on the 15th day of each month and every other Friday. Reports shall be sent via email to COUNTY'S Contract Monitor and Program Monitor. Separate reports shall

Exhibit A: Program Provisions

be submitted for school of origin transportation and summer camp transportation.

- ii. The **biweekly reports** shall contain Eligible Passenger information, including:
 - 1. Eligible Passenger first and last names;
 - 2. Date of first ride in two-week period;
 - 3. Date of last ride in two-week period;
 - 4. Days served;
 - 5. Weeks served;
 - 6. Months served;
 - 7. Age at last ride in two-week period; and
 - 8. Average miles per ride in two-week period.
- iii. The **monthly reports** shall contain the following information:
 - 1. Cancelled trips by Eligible Passenger, which shall include:
 - a. Eligible Passenger first and last names;
 - b. Cancellation window;
 - c. Time the trip was scheduled;
 - d. Time the trip was cancelled;
 - e. Origin address;
 - f. Destination address;
 - g. Reason for cancellation; and
 - h. Identify who cancelled the scheduled trip.
 - 2. Foster Youth trip summary, which shall include:
 - a. Eligible Passenger first and last names;
 - b. Time the trip was scheduled;
 - c. Trip state (completed or cancelled);
 - d. Origin address;
 - e. Destination address;
 - f. Trip mileage;
 - g. Fee; and
 - h. Number of passengers.
- d. **CRITICAL INCIDENT PROVISION**
 - i. CONTRACTOR shall report and document all major and/or sensitive incidents (“critical incidents”) to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for the CONTRACTOR to report the incident to COUNTY.
 - ii. A “critical incident” generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR’s staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by the CONTRACTOR. Critical incidents include, but are not limited to the following allegations and/or events:

Exhibit A: Program Provisions

1. Boundary violation (e.g., inappropriate contact, communication, or other interaction between a service provider and participants, if any, served by CONTRACTOR).
 2. Sexual assault or misconduct.
 3. Physical, psychological, or emotional abuse or neglect.
 4. Attempted suicide.
 5. Death.
 6. Serious injury or death related to the services provided under the Contract.
 7. Serious injury or death of any person on property owned, leased, or operated by the CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
 8. Serious damage to the property of another related to the services provided by CONTRACTOR under this Contract.
 9. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, 5150).
 10. Notice that the District Attorney's Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.
 11. Notice that the District Attorney's Office will or has filed a criminal charge against any staff member of CONTRACTOR.
 12. Use of or possession of a weapon by participants and their child(ren), if any, served by CONTRACTOR or by CONTRACTOR's staff.
 13. Any phone calls made to 911 or law enforcement.
 14. Criminal conduct involving CONTRACTOR personnel.
 15. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
 16. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Contract.
 17. Any event that has a possibility of receiving public or media attention.
- iii. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, the CONTRACTOR must notify COUNTY'S Program Monitor and Contract Monitor as soon as possible but no later than twenty-four (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.

3. TERM OF CONTRACT

The term begins on July 1, 2023, and expires on June 30, 2024, unless terminated earlier or otherwise amended.

4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the

Exhibit A: Program Provisions

provisions of this Contract, for a total not to exceed \$374,574.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to COUNTY, or to offer an amendment to this Contract indicating the reduced amount.

6. COMPENSATION TO CONTRACTOR**a. FEE FOR SERVICE CONTRACT**

- i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A: Program Provisions, Exhibit B: Description of Services, and Exhibit C: Pricing Schedule, for the performance of services as outlined in this Contract up to the maximum compensation. These costs will also be in accordance with current cost principles and with all other requirements of this contract:
 1. For Non-Profit Agencies, OMB Circular A-122.
 2. For Local Governments, OMB Circular A-87.
 3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 4. For Profit Making Organization, 41 CFR Part 1.
- ii. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.
- iii. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. This provision survives the termination of this Contract.

b. COMPENSATION

- i. CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the fifteenth (15th) calendar day of each month for the month just preceding in which services were performed. CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for service rendered. Invoices must contain all of the following data:
 1. Scheduled start time of ride;
 2. Trip state (completed or cancelled);
 3. Names of Eligible Passenger(s);
 4. Base cost;
 5. Trip mileage;
 6. Miles cost; and
 7. Total costs due.

Exhibit A: Program Provisions

- ii. Prior to submittal, invoices must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
 - iii. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
 - iv. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
 - v. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.
 - vi. All invoices must be signed by CONTRACTOR and explicitly certify that the signer has provided documentation to COUNTY for all of the following for the calendar month of the invoice:
 - 1. Why CONTRACTOR failed to provide any Eligible Passenger a ride;
 - 2. Names of any Eligible Passengers that have been disqualified during the calendar month and the specific conduct that caused the disqualification;
 - 3. Incidents;
 - 4. Driver disqualification;
 - 5. CONTRACTOR's cancellation of a scheduled trip;
 - 6. Background check documentation of all new active drivers; and
 - 7. Roster of all active drivers in use by CONTRACTOR. This requirement may be satisfied by CONTRACTOR providing timely updates as to when active drivers are added and dropped.
7. **ADJUSTMENT TO EXHIBIT B: DESCRIPTION OF SERVICES**
A written adjustment to the Description of Services may be approved by COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Description of Services begins.
8. **ADJUSTMENT TO EXHIBIT D: HOPSKIPDRIVE PLATFORM LICENSE**
A written adjustment to the HopSkipDrive Platform License may be approved by COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as both parties are notified at least 10 days before the adjusted HopSkipDrive Platform License begins.

Exhibit A: Program Provisions

9. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

10. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Joanna McFarland, CEO, as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

11. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

- a. To COUNTY: Social Services Agency
Office of Contracts Management
333 West Julian Street
San Jose, California 95110-2335
- b. To CONTRACTOR: HopSkipDrive, Inc.
Joanna McFarland, CEO
360 E 2nd Street, Suite 325
Los Angeles, CA 90012

12. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by COUNTY for use in subsequent procurement cycles.

Exhibit B: Description of Services

CONTRACTOR : HopSkipDrive, Inc.
PROGRAM : Foster Youth Transportation to School of Origin & Child Oriented Services (FYTSO & COS)

1. Services

During the term of this Contract, CONTRACTOR will provide transportation coordination services (the "Services") to COUNTY by arranging transportation by drivers (operating as independent contractors who use the HopSkipDrive Platform) for riders referred by COUNTY. CONTRACTOR will use reasonable efforts to arrange rides upon request by COUNTY. COUNTY will subscribe to use of CONTRACTOR's website, mobile and web applications, content, products, and related services (collectively, the "HopSkipDrive Platform"), available on a Software-as-a-Service basis, to utilize the Services, subject to any terms and conditions, which are available at <https://www.hopskipdrive.com/terms-of-use>.

2. Ride Requests

CONTRACTOR will coordinate transportation services for routes entered into the HopSkipDrive Platform by COUNTY eight (8) hours or more in advance. COUNTY may modify any route within two (2) hours of scheduled pickup time for a ride.

3. Relationship between COUNTY and its Caregivers

CONTRACTOR shall contact the caregivers of COUNTY's riders regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, CONTRACTOR shall contact COUNTY's designated emergency contact(s) (as identified during the onboarding process or subsequently modified in writing).

4. Authorized Users

COUNTY acknowledges that CONTRACTOR's Terms of Use specifically indicate that minors are not permitted to use CONTRACTOR's accounts. COUNTY shall communicate to Caregivers and their riders that minors are not permitted to use the HopSkipDrive Platform or contact CONTRACTOR's Customer Support team to request changes to their rides.

5. Contacting Caregivers

COUNTY shall provide CONTRACTOR with accurate contact information for Caregivers and ensure that such Caregivers consent to be contacted with alerts and updates on scheduled rides. Caregivers will receive notifications to facilitate the smooth and safe operation of the Services, which may include notifications relating to scheduled rides, trip status updates, and schedule adjustments or modifications.

6. Personally Identifiable Information (PII)

Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. It also includes information directly related to a recipient or recipients maintained by the Recipients of Confidential Property (RCPs). PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security

Exhibit B: Description of Services

number, date of birth, driver's license number or identification number. PII may be electronic or on paper. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services manual of Policies and Procedures, DHA and all RCPs are required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services or the RCPs programs. Access to this PII is restricted to only those staff (and Drivers operating as independent contractors who use the HopSkipDrive Platform to provide rides to the Client's riders) that needs the PII to perform their official duties or services as specified in this contract.

7. Data Privacy

COUNTY represents and warrants that: (i) It has the right to provide CONTRACTOR with all the necessary data and personally identifiable information required for the purposes contemplated by this Contract; and (ii) It is legally authorized to arrange transportation using CONTRACTOR on behalf of Caregivers of COUNTY's riders.

Exhibit C: Pricing Schedule

CONTRACTOR : HopSkipDrive, Inc.
PROGRAM : Foster Youth Transportation to School of Origin & Child Oriented Services (FYTSO & COS)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICING</u>
Base Fare – Per One-Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows COUNTY to book rides at least 8 hours in advance.	\$30.00
Per Mile Fee	CONTRACTOR maintains accurate daily records of Eligible Passenger names, pick-up and drop-off locations and times, which includes mileage. The total mileage charge for each ride is calculated based on the mileage traveled by the vehicle multiplied by the Per Mile Fee (“Mileage Charge”) and added to the Base Fare.	\$2.65
Charge for additional rider from same household with same points of origin and destination	No additional fee or charge will be applied for this ride type.	\$0.00
Charge for additional riders from differing points of origin and destination – Per Mile Fee	Additional mileage charge for each additional rider calculated based on the mileage traveled by the vehicle multiplied by the Per Mile Fee for each additional rider (“ Additional Rider Charge ”) and added to the Base Fare plus Mileage Charge.	\$0.50
Regulatory Fees	When required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an amendment to the Contract: Ten Cents (\$0.10) per Ride California Access for All Fee.	
Cancellation/No-Show Fee	There is a \$0 cancellation fee when a ride is cancelled 4 hours or more before the scheduled ride pick-up time. Rides canceled between 0-1 hours before the scheduled ride pick-up time incur a cancellation fee of 100% Base Fare + Mileage Charge based on the expected distance of ride. Rides canceled between 1-4 hours before the scheduled pick-up time will incur a cancellation fee of 50% Base Fare + Mileage Charge based on the expected distance of ride.	

Exhibit C: Pricing Schedule

Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "California (or the nearest similar geographic area) U.S. Regular Gasoline Prices (dollars per gallon)" on the following website: https://www.eia.gov
Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the COUNTY (except that the COUNTY will not be responsible for any taxes on CONTRACTOR's income). CONTRACTOR shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
Damage Fees	If there is damage, the COUNTY and CONTRACTOR will negotiate costs of said damage, using reasonable judgment.
Wait Time Fees	COUNTY is encouraged to ensure that Eligible Passengers are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a driver cannot readily locate an Eligible Passenger, the driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by COUNTY's pick-up procedures. During that time, the driver will attempt to contact the COUNTY and Caregivers. If pick-up delays become a consistent challenge, COUNTY will work with CONTRACTOR to update pick-up times. If no remedy can be made through updating pick-up times, CONTRACTOR reserves the right to charge COUNTY \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Eligible Passenger, the Driver shall depart and COUNTY will be charged 100% of the estimated ride charge.
Late Payment	Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. COUNTY shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by CONTRACTOR. In addition to any other right or remedy provided by law, COUNTY's failure to provide timely payment

Exhibit C: Pricing Schedule

	<p>may be deemed a material breach of the agreement and CONTRACTOR shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. CONTRACTOR's failure to declare any late payment a breach shall not constitute a waiver of CONTRACTOR's rights hereunder to declare any subsequent late payment a breach.</p>
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Exhibit D: HopSkipDrive Platform License

CONTRACTOR : HopSkipDrive, Inc.
PROGRAM : Foster Youth Transportation to School of Origin & Child Oriented Services (FYTSO & COS)

1. Platform License

Subject to all limitations and restrictions contained herein, CONTRACTOR grants COUNTY and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the HopSkipDrive Platform on a Software-as-a-Service basis, solely to utilize the Services during the term of this Contract. In no event will the Client: (i) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the HopSkipDrive Platform; (ii) Modify, translate or create derivative works based on the HopSkipDrive Platform; (iii) Copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the HopSkipDrive Platform; (iv) Hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the HopSkipDrive Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) Remove or obscure any proprietary notices or labels of CONTRACTOR or any of its third party licensors on the HopSkipDrive Platform.

2. Platform Ownership

By signing this Contract, the Client irrevocably acknowledges that, subject to the licenses granted herein, COUNTY has no ownership interest in the HopSkipDrive Platform, or any related software or other materials provided to COUNTY. CONTRACTOR owns all right, title, and interest in the HopSkipDrive Platform, and any related software and materials provided to COUNTY, subject to any limitations associated with intellectual property rights of third parties. CONTRACTOR reserves all rights not specifically granted herein.

3. Platform Enhancements

COUNTY may from time to time provide suggestions, comments for enhancements or functionality or other feedback to CONTRACTOR with respect to the HopSkipDrive Platform and Services. CONTRACTOR has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. CONTRACTOR shall own all right, title and interest to any such developments to the HopSkipDrive Platform or Services made by or on behalf of CONTRACTOR in response to any such feedback of COUNTY.

4. Unauthorized Use of that Platform

COUNTY agrees to use the HopSkipDrive Platform only in a manner authorized by HopSkipDrive. If COUNTY uses the platform in an unauthorized manner, HopSkipDrive reserves the right to terminate the Agreement immediately.

5. Platform Disclaimer

Except as expressly set forth herein, the HopSkipDrive Platform is provided on an "as-is" basis and CONTRACTOR disclaims any and all warranties except as otherwise expressly provided in this Contract, CONTRACTOR makes no additional representation or warranty of any kind, whether express, implied (either in fact or by

Exhibit D: HopSkipDrive Platform License

operation of law), or statutory, as to any matter whatsoever. All other express or implied conditions, representations and warranties are hereby excluded to the extent allowed by applicable law. CONTRACTOR expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement. CONTRACTOR does not warrant against interference with the enjoyment of the products or services provided by it. CONTRACTOR does not warrant that the products or services provided are error-free or that operation of such party's products or services will be secure or uninterrupted. COUNTY will not have the right to make or pass on any representation or warranty on behalf of CONTRACTOR to any third party.

6. Platform Representations

COUNTY represents and warrants that: (i) It will use its best efforts to prevent unauthorized access to or use of the HopSkipDrive Platform and notify CONTRACTOR promptly of any such unauthorized use and access; and (ii) It will use the HopSkipDrive Platform only in accordance with the documentation and applicable laws and regulations.