

43. Approve Third Amendment to Agreement with Armanino, LLC, dba AMF Media Group, relating to providing substance use awareness and prevention campaigns, increasing the maximum contract amount by \$415,000 from \$450,000 to \$865,000, and extending the Agreement for a 12-month period through June 30, 2025, that has been reviewed and approved by County Counsel as to form and legality. (LA-1) (ID# 24-4970)

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

Purchase Order Number:	4300023014 4400008482	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$ 450,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 865,000.00		
Current Agreement End Date:	06/30/2024	New Agreement End Date:	06/30/2025		

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	415	5055510	4630	\$ 115,000.00	FY24	
Line 2	H	415	5055510	4630	\$ 300,000.00	FY25	
Line 3	Select						
Line 4	Select						
Line 5	Select						

Approved: 04/16/2024

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):	ARMANINO LLP dba AMF Media Group
Contact Person:	Elizabeth Shoemaker
Street Address *:	12657 Alcosta Blvd., Suite #500
City, State, Zip *:	San Ramon, CA 94583
Telephone Number *:	(925) 588-1813
Email Address *:	elizabeth@amfmediagroup.com
SCC Vendor Number (As Assigned In SAP):	1039448

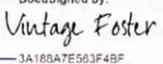
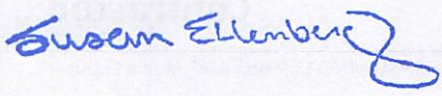
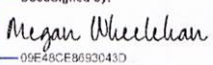

\* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

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

Agency / Department:	Behavioral Health Services Department	Department Number:	415
Program Manager or Contract Monitor Name:	John Donoghue		
Street Address:	976 Lenzen Ave		
City, State, Zip:	San Jose, CA 95126		
Telephone Number:	(408) 608-7318		
Fiscal Contact (Accounts Payable Contact):	Angeleah Macatiag (669) 235-2152		
Contract Preparer:	Mayra Moreno (669) 213-3340		

**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:		Date:	
Contractor:	DocuSigned by:  3A188A7E563F4BF	Date:	3/12/2024
County Authorized Representative:		Date:	
<del>(Procurement Department, Board of Supervisors, or Delegated Authority)</del>		Date:	APR 16 2024
County Counsel:		Date:	
(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:  09E48CEB093043D	Date:	3/12/2024
Office of the County Executive:		Date:	
(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:	APR 16 2024

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement



Amend Term of Agreement

The Behavioral Health Services Department (BHSD) continues to require communication services, media planning, production, specialized digital, social media, website, content and support services. Please extend the term of the contract through June 30, 2025.

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.

A3

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)	\$ 450,000.00
B.	Amount of increase or decrease: (Explain below)	\$ 415,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 865,000.00

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

Increasing \$115,000 to FY24 services; and  
Increasing \$300,000 to FY25 services.

Or see Attachment \_\_\_\_\_ as incorporated by this reference

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



Amend Standard Provisions

Please see Attachment B and C.

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



Other (please explain below)

Or see Attachment \_\_\_\_\_ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 450,000.00
Financial obligation in current fiscal year:	\$ 415,000.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 865,000.00

Insurance



Insurance does not require changes



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

**AMF Media Group  
Statement of Work  
Attachment A3**

**Section V: Contracts Specifics**

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

1. AMF Media Group (“CONTRACTOR”) shall provide strategic communication services, media planning services, specialized digital, social media, print designs, print ready materials, and other communication services for Behavioral Health Services Department (“BHSD”) substance use prevention public awareness campaigns. The target population for these strategic communication services are Santa Clara County youth, parents, and other Santa Clara County residents deemed to be part of the target audience based on available research. Materials and advertising tactics should promote messaging proven to be effective according to available research which may include results from focus groups conducted by BHSD contractors.
2. Outcomes and goals for the program include the following Material and Media Development:
  - a. Provide recommendations and best practices for communication activities which include message development and vehicles for communication to external audiences;
  - b. Provide message development, creative development and content for substance use and abuse activities, design services for substance use awareness campaigns;
  - c. Provide content and design services for advertising, news releases, and materials;
  - d. Develop and monitor social media posts, supply graphics, print designs, and provide or recommend photos;
  - e. Implement media placements (e.g., online programmatic ads, radio ads, social media ads, etc.);
  - f. Provide campaign tracking updates and produce progress reports, according to a schedule agreed upon with BHSD, which shall include the results of conducting awareness activities; and
  - g. Plan and participate in meetings and conference calls with BHSD, stakeholders, and other contributing parties;
  - h. Provide the aforementioned communication services for BHSD substance use prevention campaigns focused on, but not limited to, the following four topics:
    - 1) Opioid, synthetic opioid, (such as fentanyl), prescription and over-the counter (OTC) drug use;
    - 2) Marijuana use;
    - 3) Underage alcohol consumption; and
    - 4) Vaping and/or use of other tobacco products.

**AMF Media Group  
Statement of Work  
Attachment A3**

**B. Deliverables, Milestones, Timeline for Performance**

1. CONTRACTOR shall provide services for campaigns addressing Santa Clara County residents according to a mutually agreed-upon schedule. CONTRACTOR and the BHSD shall mutually agree on services to be provided. Services may include, but are not limited to, the following, delineated by Stages:

**Stage I - Strategy Review and Discovery:**

- a. Conduct and coordinate meetings to review research, data, strategy documents;
- b. Conduct formative research to identify most effective tactics and media channels to reach campaign target audiences;
- c. Develop messages demonstrated by prior formative research to be impactful and effective among target audiences;
- d. Develop and provide a strategic communications plan, which shall be regularly updated as needed, including a timeline for message development, advertising, material development, digital activities, social media activities, and other campaign-associated activities; and
- e. Phase audiences are subject to change.

**Stage II - Marketing Campaign Development:**

- a. Create and finalize in consult with the BHSD a media plan to effectively reach campaign target audiences;
- b. Produce designs, slogans, and other messaging components for discrete campaigns;
- c. Develop social media content and posts for approval for discrete campaigns;
- d. Design and produce ads for various media platforms (including but not limited to radio, television, digital, and print) for discrete campaigns;
- e. Design and produce flyers and other print ready files, including files which may include QR codes, for discrete campaigns;
- f. Write, and/or assist in the writing of, at least one (1) news advisory and at least one (1) news release per awareness campaign;
- g. Plan and participate in meetings, focus groups, and conference calls, as well as attend on-site meetings as determined; and
- h. Phase audiences are subject to change.

**Stage III - Marketing Campaign Implementation:**

- a. Execute the finalized media plan established in Stage II, including arrangement, purchase, and placement of final approved ads and/or posts on respective platforms, assistance with distribution of campaign materials as requested, and assistance with creation of a news advisory and/or news release;

**AMF Media Group  
Statement of Work  
Attachment A3**

- b. Provide ongoing public relations (PR) consultation as needed, including, but not limited to, social media support, planning, and project management analytics monitoring, and reporting;
  - c. Monitor, track, and report on performance of all media tactics applied for the campaign throughout the duration of the campaign as part of project management;
  - d. Provide comprehensive formal reports detailing results (e.g., reach, impressions, frequency, click-through rates, cost per click, webpage visits); and
  - e. Phase audiences are subject to change.
2. CONTRACTOR's work shall be measured by milestones agreed upon with the BHSD. Milestones may include, but are not limited to the following:
- a. Presentation of finalized media plans for all services in each campaign;
  - b. Proof of initiation of campaign ad production;
  - c. Submission of campaign production deliverables;
  - d. Confirmation of all media placements including airtimes, and campaign launch dates;
  - e. Presentation of data on projected performance; and
  - f. Presentation of data on final campaign performance metrics and associated results.

**C. Performance Standards**

- 1. CONTRACTOR's performance shall be monitored and evaluated by the BHSD.
- 2. CONTRACTOR shall:
  - a. Complete production and/or media planning tasks in a timely manner, according to specified time frames to be determined, and at a mutually agreed-upon schedule;
  - b. Provide the BHSD with all documents, documentation samples, and materials required under this Agreement within the specified time frames;
  - c. Complete media plans and execute campaigns according to media plans, as agreed, reaching the respective target audiences;
  - d. Deliver data on estimated and actual campaign reach/impressions and frequency on an appropriate basis; and
  - e. If requested by the BHSD, collaborate with an evaluation agency to facilitate survey data-gathering, receive evaluation reports on campaigns, and revise future campaigns in response to evaluation results.
- 3. CONTRACTOR shall provide final electronic copies and/or hard copies of all completed work products to the Contract Monitor, or designee.

**AMF Media Group  
Statement of Work  
Attachment A3**

**D. Payment Schedule**

1. CONTRACTOR shall outline all campaign expenses and allocate the various costs per campaign (i.e., production costs, media buys, etc.)
2. CONTRACTOR shall be solely responsible for its travel and out-of-pocket expenses.
3. CONTRACTOR shall ensure all invoices include the following:
  - a. Description of service(s) and number of hours worked for that project and/or deliverable(s);
  - b. Contractor's name and address;
  - c. Invoice number;
  - d. Invoice date;
  - e. Invoice period being billed;
  - f. Total invoice amount;
  - g. Expenditures to date;
  - h. Cost Center number;
  - i. Prospective Agreement Purchase Order (PO) Number; and
  - j. Remaining balance under the prospective Agreement.
4. CONTRACTOR's total invoiced shall not exceed any designated total outlined in the tables below:

<b>FY23 Payment Schedule</b>	
<b>Item/Activity For Fentanyl Campaign</b>	<b>Totals (subject to change)</b>
<b>Phase I - Strategy Review and Discovery</b>	<b>\$7,500</b>
<b>Phase II - Marketing Campaign Development</b>	<b>\$62,500</b>
<b>Phase III - Marketing Campaign Implementation</b>	<b>\$80,000</b>
<b>FY 2023 Maximum Financial Obligation</b>	<b>\$150,000</b>

**AMF Media Group  
Statement of Work  
Attachment A3**

<b>FY24 Payment Schedule</b>			
<b>Item/Activity</b>		<b>Totals (subject to change)</b>	<b>Funding Source</b>
Fentanyl Phase 1 (English, and Spanish)	Stage II - Marketing Campaign Development	\$22,000	<ul style="list-style-type: none"> <li>▪ Substance Abuse Block Grant (SABG): \$75,000</li> <li>▪ Opioid Settlement: \$25,000</li> </ul>
	Stage III - Marketing Campaign Implementation	\$78,000	
	Phase 1 Total	\$100,000	
Fentanyl Phase 2 (English, and Vietnamese)	Stage II – Marketing Campaign Development	\$22,000	<ul style="list-style-type: none"> <li>▪ Opioid Settlement: \$100,000</li> </ul>
	Stage III – Marketing Campaign Implementation	\$78,000	
	Phase 2 Total	\$100,000	
Fentanyl Phase 3 (English, Chinese, Farsi, and Tagalog)	Stage II - Marketing Campaign Development	\$22,000	<ul style="list-style-type: none"> <li>▪ Opioid Settlement: \$100,000</li> </ul>
	Stage III - Marketing Campaign Implementation	\$78,000	
	Phase 3 Total	\$100,000	
Cannabis & Alcohol Campaign Materials Development		\$115,000	<ul style="list-style-type: none"> <li>▪ SABG: \$115,000</li> </ul>
Funding Source(s) Total:			Total Opioid Settlement Funding: \$225,000
			Total SABG Funding: \$190,000
<b>FY24 Maximum Financial Obligation</b>		<b>\$415,000</b>	

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ARMANINO LLP dba AMF MEDIA GROUP SUBSTANCE USE TREATMENT SERVICES

**AMF Media Group  
Statement of Work  
Attachment A3**

<b>FY25 Payment Schedule</b>			
<b>Item/Activity</b>		<b>Totals (subject to change)</b>	<b>Funding Source</b>
Fentanyl Phase 1	Stage II - Marketing Campaign Development	\$16,500	▪ Opioid Settlement: \$75,000
	Stage III - Marketing Campaign Implementation	\$58,500	
	Phase 1 Total	\$75,000	
Fentanyl Phase 2	Stage II – Marketing Campaign Development	\$16,500	▪ Opioid Settlement: \$75,000
	Stage III – Marketing Campaign Implementation	\$58,500	
	Phase 2 Total	\$75,000	
Fentanyl Phase 3	Stage II - Marketing Campaign Development	\$16,500	▪ Opioid Settlement: \$75,000
	Stage III - Marketing Campaign Implementation	\$58,500	
	Phase 3 Total	\$75,000	
Cannabis & Alcohol Marketing Campaign Implementation		\$75,000	▪ SABG: \$75,000
Funding Source(s) Total:			Total Opioid Settlement Funding: \$75,000
			Total SABG Funding Funding: \$225,000
<b>FY25 Maximum Financial Obligation</b>		<b>\$300,000</b>	
<b>Total Maximum Financial Obligation (FY23-25)</b>		<b>\$865,000</b>	

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ARMANINO LLP dba AMF MEDIA GROUP SUBSTANCE USE TREATMENT SERVICES

## **Attachment B**

### **Standard Health System Provisions**

#### **A. EXCLUSION SCREENING OF PERSONNEL**

- (1) Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or 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. Contractor certifies that it has performed an appropriate screening of Service Providers prior to making this certification, that it will screen all new Service Providers, and that it will monitor the status of existing Service Providers on a monthly basis. Contractor further certifies that all directors, managing employees, and owners of five percent interest, or more, in Contractor's business have not been convicted of any health care related offenses nor excluded from Medicare, Medi-Cal, or any other federal or state funded health care program. The County reserves the right to audit Contractor's compliance with the screening requirements in this Section.
- (2) Contractor agrees to notify the County immediately should Contractor or Service Provider be audited, investigated, administratively or criminally charged, or convicted of a health care related offense, becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or 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 pendency of any such proceedings, Contractor, or a Service Provider may, at the request of County, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the Contractor's obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or of a Service Provider of a health care offense.
- (3) Contractor will indemnify, defend, and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.



# COUNTY OF SANTA CLARA SERVICE AGREEMENT

Version 2.01.2024

Exhibit B

## 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 \$100,000Indemnity

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.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	<del>AMF Media Group</del> ARMANINO LLP dba AMF Media Group <i>mm</i>		
Purchase Order Number:	4400008482		
Agency/Department Name:	Behavioral Services Department	Department Number:	0415
Brief Description of Services	Contractor to develop a Fentanyl Campaign awareness campaign including media planning, campaign design, production, and creative services.		

### Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$150,000.00
--	--------------

### Term of Agreement

Start Date: 3/3/2023	End Date: 06/30/2023
Note: When left blank, start date will be the date executed by Authorized County Representative.	

### For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
<b>Line 1</b>	H	0415	52555100	4630	\$150,000.00	FY23	
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. 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)	<del>AMF Media Group</del> ARMANINO LLP dba AMF Media Group <i>MAN</i>				
Contact Person:	Elizabeth Shoemaker				
Street Address*:	12657 Alcosta Blvd., Suite 500				
City*:	San Ramon	State:	CA	Zip:	94583
Telephone Number*:	(925) 588-1813				
Email Address*:	amfmediagroup.com				
SCC Vendor Number: (As Assigned in SAP)	1039448				

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

### COUNTY OF SANTA CLARA

Agency/Department:	Behavioral Health Services Department				
Program Manager/Contract Monitor Name:	Jay Donoghue				
Street Address:	976 Lenzen Ave				
City:	San Jose	State:	CA	Zip:	95126
Telephone Number:	(408) 608-7318				
Fiscal Contact: (Accounts Payable Contact)	Angeleah Macatiag (669) 235-2152				
Contract Preparer:	Mayra Moreno (669) 213-3340				



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

#### **SIGNATURES**

*Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.*

County Agency/Department Manager:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>    <small>DAB690BA2A1544D...</small> </div>	Date:	2/10/2023
County Agency/Department Fiscal Officer:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>    <small>D6564BA08DE444...</small> </div>	Date:	2/15/2023
County Counsel Approval as to Form and Legality	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>    <small>09E48CE8693043D...</small> </div>	Date:	2/10/2023
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>    <small>3A188A7E563F48F...</small> </div>	Date:	2/10/2023
County Authorized Representative:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>    <small>CEA090A27EB84EA...</small>  <small>Matthew Hada, Director of Procurement</small> </div>	Date:	3/3/2023
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	<b>Attest:</b>   Tiffany Lennear Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? <b>If the answer to any of these questions is YES, select YES from the dropdown.</b>	No				
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No				
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No				
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No				
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— <b>answer YES</b> . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— <b>answer NO</b> .	No				
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No				
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) <b>Enter below the business license number and the city/entity where issued.</b>	No				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Bus. License #:</td> <td style="width: 20%;"></td> <td style="width: 40%;">Issued by:</td> <td style="width: 20%;"></td> </tr> </table>	Bus. License #:		Issued by:		
Bus. License #:		Issued by:			
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No				
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No				
If <u>at least 5</u> of the above questions were answered " <b>NO</b> ", Contractor is an <b>Independent Contractor</b> .	<input checked="checked" type="checkbox"/>				
If <u>5 or more</u> of the above questions were answered " <b>YES</b> ", Contractor is a <b>Dependent Contractor</b> , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit <a href="http://www.ceo">www.ceo</a> for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>				
Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Contractor's Initials:</td> <td style="width: 50%; text-align: center;"> </td> </tr> </table>	Contractor's Initials:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Dept. Fiscal Officer's Signature:</td> <td style="width: 50%; text-align: center;"> </td> </tr> </table>	Dept. Fiscal Officer's Signature:	
Contractor's Initials:					
Dept. Fiscal Officer's Signature:					



**COUNTY OF SANTA CLARA  
SERVICE AGREEMENT**

**SECTION V: CONTRACT SPECIFICS**

**A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)**

Or



See Attachment:

A

incorporated by this reference.

**B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE**

Or



See Attachment:

A

Incorporated by this reference.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### C. PERFORMANCE STANDARDS

Or



See Attachment:

A

Incorporated by this reference.

### D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

**Is contractor a Community Based Organization (CBO)?**

Yes

☐

No

☒

Or



See Attachment:

A

Incorporated by this reference.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### SECTION VI: 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

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

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

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who 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 the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

#### D. GOVERNING LAW, VENUE

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

#### E. ASSIGNMENT

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



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

### G. WAIVER

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

### H. 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.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (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.
- (10) 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.

### 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 D, incorporated by this reference.  
(Requires County Counsel Approval)

### J. BUDGET CONTINGENCY

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



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### **K. COUNTY NO-SMOKING POLICY**

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

### **L. FOOD AND 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.

### **M. CONTRACTING PRINCIPLES**

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

### **N. CALIFORNIA PUBLIC RECORDS ACT**

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.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### **O. THIRD PARTY BENEFICIARIES**

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

### **P. INTELLECTUAL PROPERTY RIGHTS**

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

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

### **Q. INTELLECTUAL PROPERTY INDEMNITY**

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

### **R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE**

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### S. 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.

### T. 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.

### U. 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.



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### V. 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.

### W. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit C. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

## SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

### A. TYPE OF INSURANCE LANGUAGE

<input checked="checked" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:		
	<table style="width: 100%;"> <tr> <td style="width: 30%;"><b>Insurance Exhibit Name:</b></td> <td>B-2</td> </tr> </table>	<b>Insurance Exhibit Name:</b>	B-2
<b>Insurance Exhibit Name:</b>	B-2		
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)		



## COUNTY OF SANTA CLARA SERVICE AGREEMENT

### B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<b>Workers Compensation:</b> Does the contractor have employees?  If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	Yes
<b>Owned Auto Insurance:</b> Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?  If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.	No
<b>Hired Auto Insurance:</b> Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?  If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.	No
<b>Non-owned Auto Insurance</b> Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?  If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	No

*When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.*

## SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

<input type="checkbox"/>	<b>A. Federal Required Language Attached</b> Only add special language if services included in the contract require language different from or in addition to that in Section VI.
	<b>Exhibit Name:</b>
<input type="checkbox"/>	<b>B. State Required Language Attached</b> Only add special language if services included in the contract require language different from or in addition to that in Section VI.
	<b>Exhibit Name:</b>

**The Exhibits named above are attached and incorporated by this reference.**

## SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input checked="" type="checkbox"/>	<b>Exhibit Name (s)</b>	Exhibit C- Contractor Certification
		Exhibit D- Changes to Section VI Standard Provisions

**The Exhibits named above are attached and incorporated by this reference.**

## **Section V: Contracts Specifics**

### **A. Services Description and Expected Outcome (Scope of Services)**

1. AMF Media Group (“CONTRACTOR”) shall provide strategic communication services, media planning services, specialized digital, social media, print designs, print ready materials, and other communication services for Behavioral Health Services Department (“BHSD”) substance use prevention public awareness campaigns. The target population for these strategic communication services are Santa Clara County youth, parents, and other Santa Clara County residents deemed to be part of the target audience based on available research. Materials and advertising tactics should promote messaging proven to be effective according to available research which may include results from focus groups conducted by BHSD contractors.

2. Outcomes and goals for the program include the following Material and Media Development:

- a. Provide recommendations and best practices for communication activities which include message development and vehicles for communication to external audiences;
- b. Provide message development, creative development and content for substance use and abuse activities, design services for substance use awareness campaigns;
- c. Provide content and design services for advertising, news releases, and materials;
- d. Develop and monitor social media posts, supply graphics, print designs, and provide or recommend photos;
- e. Implement media placements (e.g., online programmatic ads, radio ads, social media ads, etc.);
- f. Provide campaign tracking updates and produce progress reports, according to a schedule agreed upon with BHSD, which shall include the results of conducting awareness activities; and
- g. Plan and participate in meetings and conference calls with BHSD, stakeholders, and other contributing parties;
- h. Provide the aforementioned communication services for BHSD substance use prevention campaigns focused on, but not limited to, the following four topics:
  1. Opioid, synthetic opioid, (such as fentanyl), prescription and over-the counter (OTC) drug use;
  2. Marijuana use;
  3. Underage alcohol consumption; and
  4. Vaping and/or use of other tobacco products

//

//

**AMF Media Group  
Attachment A  
Statement of Work**

**B. Deliverables, Milestones, Timeline for Performance**

1. CONTRACTOR shall provide services for campaigns addressing Santa Clara County residents according to a mutually agreed-upon schedule. CONTRACTOR and the BHSD shall mutually agree on services to be provided. Services may include, but are not limited to, the following, delineated by Phase:

**Phase I - Strategy Review and Discovery:**

- a. Conduct and coordinate meetings to review research, data, strategy documents;
- b. Conduct formative research to identify most effective tactics and media channels to reach campaign target audiences;
- c. Develop messages demonstrated by prior formative research to be impactful and effective among target audiences;
- d. Develop and provide a strategic communications plan, including a timeline for message development, advertising, material development, digital activities, social media activities, and other campaign-associated activities. This plan shall be updated as needed; and
- e. Ongoing public relations (PR) consultation as needed, including, but not limited to, social media support, planning, and project management analytics monitoring, and reporting.

**Phase II - Marketing Campaign Development:**

- a. Create and finalize in consult with the BHSD a media plan to effectively reach campaign target audiences;
- b. Produce designs, slogans, and other messaging components for discrete campaigns;
- c. Develop social media content and posts for approval for discrete campaigns;
- d. Design and produce ads for various media platforms (including but not limited to: radio, television, digital, and print) for discrete campaigns;
- e. Design and produce flyers and other print ready files, including files that may include QR codes, for discrete campaigns;
- f. Write, and/or assist in the writing of, at least one (1) news advisory and at least one (1) news release per awareness campaign; and
- g. Plan and participate in meetings, focus groups, and conference calls. Attend on-site meetings as determined.

**Phase III - Marketing Campaign Implementation:**

- a. Execute the finalized media plan established in Phase II, including arrangement, purchase, and placement of final approved ads and/or posts on respective platforms, assistance with distribution of campaign materials as requested, and assistance with creation of a news advisory and/or news release;

**AMF Media Group  
Attachment A  
Statement of Work**

- b. Monitor, track, and report on performance of all media tactics applied for the campaign throughout the duration of the campaign as part of project management; and
  - c. Provide comprehensive formal reports detailing results (e.g., reach, impressions, frequency, click-through rates, cost per click, webpage visits).
- 2. CONTRACTOR's work shall be measured by milestones agreed upon with the BHSD. Milestones may include, but are not limited to the following:
  - a. Presentation of finalized media plans for all services in each campaign;
  - b. Proof of initiation of campaign ad production;
  - c. Submission of campaign production deliverables;
  - d. Confirmation of all media placements including airtimes, and campaign launch dates;
  - e. Presentation of data on projected performance; and
  - f. Presentation of data on final campaign performance metrics and associated results.

**C. Performance Standards**

- 1. CONTRACTOR's performance shall be monitored and evaluated by the BHSD.
- 2. CONTRACTOR shall:
  - a. Complete production and/or media planning tasks in a timely manner, according to specified time frames to be determined, and at a mutually agreed-upon schedule;
  - b. Provide the BHSD with all documents, documentation samples, and materials required under this Agreement within the specified time frames;
  - c. Complete media plans and execute campaigns according to media plans, as agreed, reaching the respective target audiences;
  - d. Deliver data on estimated and actual campaign reach/impressions and frequency on an appropriate basis; and
  - e. If requested by the BHSD, collaborate with an evaluation agency to facilitate survey data-gathering, receive evaluation reports on campaigns, and revise future campaigns in response to evaluation results.

CONTRACTOR shall provide final electronic copies and/or hard copies of all completed work products to the Contract Monitor, or designee.

//

//

**AMF Media Group  
Attachment A  
Statement of Work**

**D. Payment Schedule**

1. CONTRACTOR shall outline all campaign expenses and allocate the various costs per campaign (i.e., production costs, media buys, etc.)
2. CONTRACTOR shall be solely responsible for its travel and out-of-pocket expenses.
3. CONTRACTOR shall ensure all invoices include the following:
  - a. Description of service(s) and number of hours worked for that project and/or deliverable(s);
  - b. Contractor's name and address;
  - c. Invoice number;
  - d. Invoice date;
  - e. Invoice period being billed;
  - f. Total invoice amount;
  - g. Expenditures to date;
  - h. Cost Center number;
  - i. Prospective Agreement Purchase Order (PO) Number; and
  - j. Remaining balance under the prospective Agreement.
4. CONTRACTOR's total invoiced shall not exceed any designated total outlined in the tables below:

<b>Payment Schedule</b>	
<b>Item/Activity For Fentanyl Campaign</b>	<b>Totals (subject to change)</b>
<b>Phase I Strategy Review and Discovery</b>	<b>\$7,500</b>
<b>Phase II - Marketing Campaign Development</b>	<b>\$62,500</b>
<b>Phase III - Marketing Campaign Implementation</b>	<b>\$80,000</b>
<b>• FY 2023 Maximum Financial Obligation</b>	<b>\$150,000</b>

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR  
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

## EXHIBIT B-2 (revised)

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products/Completed Operations aggregate - \$2,000,000
  - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

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

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

## EXHIBIT B-2 (revised)

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

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

EXHIBIT B-2 (revised)

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

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

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

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH  
COVID-19 VACCINE REQUIREMENTS  
(Version Effective September 27, 2022)**

**Contractor Information:**

Contractor name:

AMF Media  
Group

Name of Contractor representative:

Vintage Foster

Contractor phone number:

925.790.2611

Contractor email address:

vintage@amfmediagroup.com

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

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
  - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County<sup>1</sup> are:

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

---

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

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

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.<sup>3</sup> Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

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

Vintage Foster

CEO

Name of authorized representative of  
Contractor

Title

DocuSigned by:  
Vintage Foster  
3A188A7E563F4BF...

2/10/2023

Signature

Date

<sup>3</sup> If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

Exhibit D  
Changes to Section VI. Standard Provisions

## CHANGES TO STANDARD PROVISIONS

I. The following hereby replace the provisions in Section VI of the main contract:

### **I. TERMINATION:**

- a. 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.
- b. Contractor may also terminate this Agreement upon six (6) months of written notice. Any termination initiated by the Contractor shall not automatically result in the immediate termination of its responsibility and share of deliverables of the Agreement. Such responsibilities and deliverables shall be completed based upon discussion and mutual agreement between both parties.

### **P. INTELLECTUAL PROPERTY RIGHTS, and R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE:**

AMF acknowledges that where any Services that are solely and exclusively created for the County of Santa Clara those shall become the property of the County, or as otherwise agreed to on the specific Statement of Work, except that any pre-existing works, methodologies, know-how, processes, models, and similar materials created by AMF that are outside of the Services or not exclusively created, but may be utilized in connection with such Services (“Pre-Existing Works”) shall continue to be owned by AMF. Upon payment in full for the Services, AMF shall grant County a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify and use any Work Product for internal use.

“Work Product” means all final deliverables, reports, designs, concepts, illustrations, or other works of authorship that AMF Personnel conceive or develop in the course of performing the Services, that do not constitute Pre-Existing Works, and that are exclusively created solely for the County. “Pre-existing Works” means patents, inventions, innovations, formulas, ideas, systems, any expression of Armanino's findings, drawing, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, methods, designs, programs, enhancements, software, and other technical information, general concepts, or developments.” Those remain the property of Armanino.

//

//

Exhibit D  
Changes to Section VI. Standard Provisions

In no event shall the aggregate liability of either party arising out of or related to this agreement exceed \$1,000,000. This limitation applies to Indemnity Provisions in Section VI of the Service Agreement and Exhibit B-2: Insurance Requirement

**Q. INTELLECTUAL PROPERTY INDEMNITY:**

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement, excluding Third Party Tools. 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 to the extent caused by Contractor for a claim that 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. **Third Party Tools** means any software program, platform, tools, hardware, or product, and any related documentation, used and or accessible through the use of operating systems, that may be different from the operating system or other third party tools, that is licensed directly between County and a third party, which is proprietary to the third party (other than Armanino) that is or will be used by the Armanino for the purposes of providing the Services. Armanino does not own or have the license to these third-party tools.

In no event shall the aggregate liability of either party arising out of or related to this agreement exceed \$1,000,000. This limitation applies to Indemnity Provisions in Section VI of the Service Agreement and Exhibit B-2: Insurance Requirement

**II.** The following is hereby added to Section VI Standard Provisions:

**X. DISENTANGLEMENT**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination or expiration of this Agreement, regardless of the nature or timing of the termination or expiration. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services of County's activities. Contractor shall return to County all County assets or information in Contractor's possession within thirty (30) days of County's request.

Exhibit D  
Changes to Section VI. Standard Provisions

In the event of termination or expiration, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as “materials”) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County within thirty (30) days of the County’s request. Once Contractor has delivered all finished and unfinished materials to County, County shall make final payment for work related to the materials.

Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor within thirty (30) days of the request, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

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

Purchase Order Number:	4400008482	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	5/11/2023
------------------------	------------	-------------------	---	---	-----------

Maximum Financial Obligation (Prior to this Amendment):	\$ 150,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 225,000.00
Current Agreement End Date:	6/30/2023	New Agreement End Date:	6/30/2024

**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)
<b>Line 1</b>	H	0415	5255100	4630	\$75,000.00	FY24 Services	
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	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):	Armanino LLP dba AMF Media Group
Contact Person:	Elizabeth Shoemaker
Street Address *:	12657 Alcosta Blvd., Suite 500
City, State, Zip *:	San Ramon, CA 94583
Telephone Number *:	(925) 588-1813
Email Address *:	amfmediagroup.com
SCC Vendor Number (As Assigned In SAP):	1039448

\* 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:	Behavioral Health Services Department	Department Number: 0415
Program Manager or Contract Monitor Name:	John Donoghue	
Street Address:	976 Lenzen Ave	
City, State, Zip:	San Jose, CA 95126	
Telephone Number:	(408) 608-7318	
Fiscal Contact (Accounts Payable Contact):	Angeleah Macatiag (669) 235-2152	
Contract Preparer:	Mayra Moreno (669) 213-3340	

**Signatures**

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by: <i>Sherni Teras</i> DAB699BA2A1544D...	Date:	4/19/2023
Agency/Department Fiscal Officer:	DocuSigned by: <i>Vincent de Paul Robben</i> D6564BA08EDE444...	Date:	4/22/2023
County Counsel Approval as to Form and Legality: <i>(Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)</i>	DocuSigned by: <i>Megan Wheelahan</i> 09E48CE8693043D...	Date:	4/19/2023
Contractor:	DocuSigned by: <i>Vintage Foster</i> 3A188A7E583F4BF...	Date:	4/18/2023
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>	DocuSigned by: <i>Matthew Hada</i> CEA090A27EB84EA...	Date:	5/11/2023
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	<i>Matthew Hada, Director of Procurement</i>	Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Tiffany Lennear Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

The Behavioral Health Services Department (BHSD) continues to require Substance Use public awareness campaign services; including media planning, campaign design, production and creative services.

Please extend term of the contract through June 30, 2024.

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.*

A1

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)	\$ 150,000.00
B.	Amount of increase or decrease: (Explain below)	\$ 75,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 225,000.00

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

Please see Attachment A1 under Payment Schedule section.

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement**
☐ **Amend Standard Provisions**

Or see Attachment\_\_\_\_\_as incorporated by this reference  
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment\_\_\_\_\_

☐ **Other (please explain below)**

Or see Attachment\_\_\_\_\_as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):	\$ 150,000.00 (FY23)
Financial obligation in current fiscal year:	\$75,000.00 (FY24)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$225,000.00 (FY23-24)

**Insurance**

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B\_\_\_\_\_attached and incorporated by this reference.

**Section V: Contracts Specifics****A. Services Description and Expected Outcome (Scope of Services)**

1. AMF Media Group (“CONTRACTOR”) shall provide strategic communication services, media planning services, specialized digital, social media, print designs, print ready materials, and other communication services for Behavioral Health Services Department (“BHSD”) substance use prevention public awareness campaigns. The target population for these strategic communication services are Santa Clara County youth, parents, and other Santa Clara County residents deemed to be part of the target audience based on available research. Materials and advertising tactics should promote messaging proven to be effective according to available research which may include results from focus groups conducted by BHSD contractors.
2. Outcomes and goals for the program include the following Material and Media Development:
  - a. Provide recommendations and best practices for communication activities which include message development and vehicles for communication to external audiences;
  - b. Provide message development, creative development and content for substance use and abuse activities, design services for substance use awareness campaigns;
  - c. Provide content and design services for advertising, news releases, and materials;
  - d. Develop and monitor social media posts, supply graphics, print designs, and provide or recommend photos;
  - e. Implement media placements (e.g., online programmatic ads, radio ads, social media ads, etc.);
  - f. Provide campaign tracking updates and produce progress reports, according to a schedule agreed upon with BHSD, which shall include the results of conducting awareness activities; and
  - g. Plan and participate in meetings and conference calls with BHSD, stakeholders, and other contributing parties;
  - h. Provide the aforementioned communication services for BHSD substance use prevention campaigns focused on, but not limited to, the following four topics:
    1. Opioid, synthetic opioid, (such as fentanyl), prescription and over-the counter (OTC) drug use;
    2. Marijuana use;
    3. Underage alcohol consumption; and
    4. Vaping and/or use of other tobacco products

//  
//  
//  
//

**B. Deliverables, Milestones, Timeline for Performance**

1. CONTRACTOR shall provide services for campaigns addressing Santa Clara County residents according to a mutually agreed-upon schedule. CONTRACTOR and the BHSD shall mutually agree on services to be provided. Services may include, but are not limited to, the following, delineated by Phase:

**Phase I - Strategy Review and Discovery:**

- a. Conduct and coordinate meetings to review research, data, strategy documents;
- b. Conduct formative research to identify most effective tactics and media channels to reach campaign target audiences;
- c. Develop messages demonstrated by prior formative research to be impactful and effective among target audiences;
- d. Develop and provide a strategic communications plan, including a timeline for message development, advertising, material development, digital activities, social media activities, and other campaign-associated activities. This plan shall be updated as needed; and
- e. Ongoing public relations (PR) consultation as needed, including, but not limited to, social media support, planning, and project management analytics monitoring, and reporting.

**Phase II - Marketing Campaign Development:**

- a. Create and finalize in consult with the BHSD a media plan to effectively reach campaign target audiences;
- b. Produce designs, slogans, and other messaging components for discrete campaigns;
- c. Develop social media content and posts for approval for discrete campaigns;
- d. Design and produce ads for various media platforms (including but not limited to: radio, television, digital, and print) for discrete campaigns;
- e. Design and produce flyers and other print ready files, including files that may include QR codes, for discrete campaigns;
- f. Write, and/or assist in the writing of, at least one (1) news advisory and at least one (1) news release per awareness campaign; and
- g. Plan and participate in meetings, focus groups, and conference calls. Attend on-site meetings as determined.

//  
//  
//

**Phase III - Marketing Campaign Implementation:**

- a. Execute the finalized media plan established in Phase II, including arrangement, purchase, and placement of final approved ads and/or posts on respective platforms, assistance with distribution of campaign materials as requested, and assistance with creation of a news advisory and/or news release;
  - b. Monitor, track, and report on performance of all media tactics applied for the campaign throughout the duration of the campaign as part of project management; and
  - c. Provide comprehensive formal reports detailing results (e.g., reach, impressions, frequency, click-through rates, cost per click, webpage visits).
2. CONTRACTOR's work shall be measured by milestones agreed upon with the BHSD. Milestones may include, but are not limited to the following:
- a. Presentation of finalized media plans for all services in each campaign;
  - b. Proof of initiation of campaign ad production;
  - c. Submission of campaign production deliverables;
  - d. Confirmation of all media placements including airtimes, and campaign launch dates;
  - e. Presentation of data on projected performance; and
  - f. Presentation of data on final campaign performance metrics and associated results.

**C. Performance Standards**

1. CONTRACTOR's performance shall be monitored and evaluated by the BHSD.
2. CONTRACTOR shall:
  - a. Complete production and/or media planning tasks in a timely manner, according to specified time frames to be determined, and at a mutually agreed-upon schedule;
  - b. Provide the BHSD with all documents, documentation samples, and materials required under this Agreement within the specified time frames;
  - c. Complete media plans and execute campaigns according to media plans, as agreed, reaching the respective target audiences;
  - d. Deliver data on estimated and actual campaign reach/impressions and frequency on an appropriate basis; and
  - e. If requested by the BHSD, collaborate with an evaluation agency to facilitate survey data-gathering, receive evaluation reports on campaigns, and revise future campaigns in response to evaluation results.
3. CONTRACTOR shall provide final electronic copies and/or hard copies of all completed work products to the Contract Monitor, or designee.

**D. Payment Schedule**

1. CONTRACTOR shall outline all campaign expenses and allocate the various costs per campaign (i.e., production costs, media buys, etc.)
2. CONTRACTOR shall be solely responsible for its travel and out-of-pocket expenses.
3. CONTRACTOR shall ensure all invoices include the following:
  - a. Description of service(s) and number of hours worked for that project and/or deliverable(s);

- b. Contractor's name and address;
- c. Invoice number;
- d. Invoice date;
- e. Invoice period being billed;
- f. Total invoice amount;
- g. Expenditures to date;
- h. Cost Center number;
- i. Prospective Agreement Purchase Order (PO) Number; and
- j. Remaining balance under the prospective Agreement.

4. CONTRACTOR's total invoiced shall not exceed any designated total outlined in the tables below:

<b>FY23 Payment Schedule</b>	
<b>Item/Activity</b>	<b>Totals (subject to change)</b>
<b>Phase I Strategy Review and Discovery</b>	<b>\$7,500</b>
<b>Phase II - Marketing Campaign Development</b>	<b>\$62,500</b>
<b>Phase III - Marketing Campaign Implementation</b>	<b>\$80,000</b>
<b>• FY 2023 Maximum Financial Obligation</b>	<b>\$150,000</b>

<b>FY24 Payment Schedule</b>	
<b>Item/Activity</b>	<b>Totals (subject to change)</b>
<b>Phase I Strategy Review and Discovery</b>	<b>\$3,500</b>
<b>Phase II - Marketing Campaign Development</b>	<b>\$25,500</b>
<b>Phase III - Marketing Campaign Implementation</b>	<b>\$46,000</b>
<b>• FY 2024 Maximum Financial Obligation</b>	<b>\$75,000</b>
<b>Total MFO (FY23 &amp; FY24)</b>	<b>\$225,000</b>

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

Purchase Order Number:	4400008482	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
------------------------	------------	-------------------	---	---	--

Maximum Financial Obligation (Prior to this Amendment):	\$ 225,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 450,000
Current Agreement End Date:	6/30/2024	New Agreement End Date:	

**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)
<b>Line 1</b>	H	0415	5255100	4630	\$225,000		
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						

Approved: 09/12/2023

**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):	ARMANINO LLP dba AMF Media Group
Contact Person:	Elizabeth Shoemaker
Street Address *:	12657 Alcosta Blvd., Suite 500
City, State, Zip *:	San Ramon, CA 94583
Telephone Number *:	(925) 588-1813
Email Address *:	elizabeth@amfmediagroup.com
SCC Vendor Number (As Assigned In SAP):	1039448

\* 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: Behavioral Health Services Department Department Number: 0415

Program Manager or Contract Monitor Name: Jay Donoghue

Street Address: 976 Lenzen Ave

City, State, Zip: San Jose, CA 95126

Telephone Number: (408) 608-7318

Fiscal Contact (Accounts Payable Contact): Angeleah Macatiag (669) 235-2152

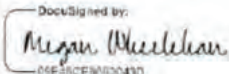
Contract Preparer: Mayra Moreno (669) 213-3340

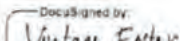
**Signatures**

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:  Date: 8/7/2023

Agency/Department Fiscal Officer:  Date: 8/10/2023

County Counsel Approval as to Form and Legality: (Signature required on all contracts before execution by Contractor or County Authorized Representative)  Date: 8/7/2023

Contractor:  Date: 8/3/2023

County Authorized Representative:  Date: SEP 12 2023

~~(Procurement Department, President, Board of Supervisors, or Delegated Authority)~~

Office of the County Executive:  
(Signature required when Board approved contract by a Delegation of Authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

  
Tiffany LennearClerk of the Board of Supervisors  
(Signature required when Board approved contract)

Date: SEP 12 2023

**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.*A2  
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)	\$ 225,000.00
B.	Amount of increase or decrease: (Explain below)	\$ 225,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 450,000.00

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

Adding \$225,000 for FY24 Services

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement**
☐ **Amend Standard Provisions**

Or see Attachment\_\_\_\_\_as incorporated by this reference  
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment\_\_\_\_\_

☐ **Other (please explain below)**

Or see Attachment\_\_\_\_\_as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):	\$150,000.00 (FY23)
Financial obligation in current fiscal year:	\$300,000.00 (FY24)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$450,000.00 (FY23-24)

**Insurance**

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B\_\_\_\_\_attached and incorporated by this reference.

**AMF Media Group  
Statement of Work  
Attachment A2**

**Section V: Contracts Specifics**

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

1. AMF Media Group (“CONTRACTOR”) shall provide strategic communication services, media planning services, specialized digital, social media, print designs, print ready materials, and other communication services for Behavioral Health Services Department (“BHSD”) substance use prevention public awareness campaigns. The target population for these strategic communication services are Santa Clara County youth, parents, and other Santa Clara County residents deemed to be part of the target audience based on available research. Materials and advertising tactics should promote messaging proven to be effective according to available research which may include results from focus groups conducted by BHSD contractors.
2. Outcomes and goals for the program include the following Material and Media Development:
  - a. Provide recommendations and best practices for communication activities which include message development and vehicles for communication to external audiences;
  - b. Provide message development, creative development and content for substance use and abuse activities, design services for substance use awareness campaigns;
  - c. Provide content and design services for advertising, news releases, and materials;
  - d. Develop and monitor social media posts, supply graphics, print designs, and provide or recommend photos;
  - e. Implement media placements (e.g., online programmatic ads, radio ads, social media ads, etc.);
  - f. Provide campaign tracking updates and produce progress reports, according to a schedule agreed upon with BHSD, which shall include the results of conducting awareness activities; and
  - g. Plan and participate in meetings and conference calls with BHSD, stakeholders, and other contributing parties;
  - h. Provide the aforementioned communication services for BHSD substance use prevention campaigns focused on, but not limited to, the following four topics:
    - 1) Opioid, synthetic opioid, (such as fentanyl), prescription and over-the counter (OTC) drug use;
    - 2) Marijuana use;
    - 3) Underage alcohol consumption; and
    - 4) Vaping and/or use of other tobacco products.

**AMF Media Group  
Statement of Work  
Attachment A2**

**B. Deliverables, Milestones, Timeline for Performance**

1. CONTRACTOR shall provide services for campaigns addressing Santa Clara County residents according to a mutually agreed-upon schedule. CONTRACTOR and the BHSD shall mutually agree on services to be provided. Services may include, but are not limited to, the following, delineated by Stages:

**Stage I - Strategy Review and Discovery:**

- a. Conduct and coordinate meetings to review research, data, strategy documents;
- b. Conduct formative research to identify most effective tactics and media channels to reach campaign target audiences;
- c. Develop messages demonstrated by prior formative research to be impactful and effective among target audiences; and
- d. Develop and provide a strategic communications plan, which shall be regularly updated as needed, including a timeline for message development, advertising, material development, digital activities, social media activities, and other campaign-associated activities.

**Stage II - Marketing Campaign Development:**

- a. Create and finalize in consult with the BHSD a media plan to effectively reach campaign target audiences;
- b. Produce designs, slogans, and other messaging components for discrete campaigns;
- c. Develop social media content and posts for approval for discrete campaigns;
- d. Design and produce ads for various media platforms (including but not limited to radio, television, digital, and print) for discrete campaigns;
- e. Design and produce flyers and other print ready files, including files which may include QR codes, for discrete campaigns;
- f. Write, and/or assist in the writing of, at least one (1) news advisory and at least one (1) news release per awareness campaign; and
- g. Plan and participate in meetings, focus groups, and conference calls, as well as attend on-site meetings as determined.

**Stage III - Marketing Campaign Implementation:**

- a. Execute the finalized media plan established in Stage II, including arrangement, purchase, and placement of final approved ads and/or posts on respective platforms, assistance with distribution of campaign materials as requested, and assistance with creation of a news advisory and/or news release;
- b. Provide ongoing public relations (PR) consultation as needed, including, but not limited to, social media support, planning, and project management analytics monitoring, and reporting;

**AMF Media Group  
Statement of Work  
Attachment A2**

- c. Monitor, track, and report on performance of all media tactics applied for the campaign throughout the duration of the campaign as part of project management; and
  - d. Provide comprehensive formal reports detailing results (e.g., reach, impressions, frequency, click-through rates, cost per click, webpage visits).
- 2. CONTRACTOR's work shall be measured by milestones agreed upon with the BHSD. Milestones may include, but are not limited to the following:
  - a. Presentation of finalized media plans for all services in each campaign;
  - b. Proof of initiation of campaign ad production;
  - c. Submission of campaign production deliverables;
  - d. Confirmation of all media placements including airtimes, and campaign launch dates;
  - e. Presentation of data on projected performance; and
  - f. Presentation of data on final campaign performance metrics and associated results.

**C. Performance Standards**

- 1. CONTRACTOR's performance shall be monitored and evaluated by the BHSD.
- 2. CONTRACTOR shall:
  - a. Complete production and/or media planning tasks in a timely manner, according to specified time frames to be determined, and at a mutually agreed-upon schedule;
  - b. Provide the BHSD with all documents, documentation samples, and materials required under this Agreement within the specified time frames;
  - c. Complete media plans and execute campaigns according to media plans, as agreed, reaching the respective target audiences;
  - d. Deliver data on estimated and actual campaign reach/impressions and frequency on an appropriate basis; and
  - e. If requested by the BHSD, collaborate with an evaluation agency to facilitate survey data-gathering, receive evaluation reports on campaigns, and revise future campaigns in response to evaluation results.
- 3. CONTRACTOR shall provide final electronic copies and/or hard copies of all completed work products to the Contract Monitor, or designee.

//

//

**AMF Media Group  
Statement of Work  
Attachment A2**

**D. Payment Schedule**

1. CONTRACTOR shall outline all campaign expenses and allocate the various costs per campaign (i.e., production costs, media buys, etc.)
2. CONTRACTOR shall be solely responsible for its travel and out-of-pocket expenses.
3. CONTRACTOR shall ensure all invoices include the following:
  - a. Description of service(s) and number of hours worked for that project and/or deliverable(s);
  - b. Contractor's name and address;
  - c. Invoice number;
  - d. Invoice date;
  - e. Invoice period being billed;
  - f. Total invoice amount;
  - g. Expenditures to date;
  - h. Cost Center number;
  - i. Prospective Agreement Purchase Order (PO) Number; and
  - j. Remaining balance under the prospective Agreement.
4. CONTRACTOR's total invoiced shall not exceed any designated total outlined in the tables below:

<b>FY23 Payment Schedule</b>	
<b>Item/Activity For Fentanyl Campaign</b>	<b>Totals (subject to change)</b>
<b>Phase I - Strategy Review and Discovery</b>	<b>\$7,500</b>
<b>Phase II - Marketing Campaign Development</b>	<b>\$62,500</b>
<b>Phase III - Marketing Campaign Implementation</b>	<b>\$80,000</b>
<b>• FY 2023 Maximum Financial Obligation</b>	<b>\$150,000</b>

//

//

**AMF Media Group  
Statement of Work  
Attachment A2**

FY24 Payment Schedule			
Item/Activity For Fentanyl Campaign		Totals (subject to change)	Funding Source
Phase 1 (English, and Spanish)	Stage II - Marketing Campaign Development	\$22,000	▪ SABG: \$75,000  ▪ Opioid Settlement: \$25,000
	Stage III - Marketing Campaign Implementation	\$78,000	
	Phase 1 Total	\$100,000	
Phase 2 (English, and Vietnamese)	Stage II – Marketing Campaign Development	\$22,000	▪ Opioid Settlement: \$100,000
	Stage III – Marketing Campaign Implementation	\$78,000	
	Phase 2 Total	\$100,000	
Phase 3 (English, Chinese, Farsi, and Tagalog)	Stage II - Marketing Campaign Development	\$22,000	▪ Opioid Settlement: \$100,000
	Stage III - Marketing Campaign Implementation	\$78,000	
	Phase 3 Total	\$100,000	
▪ Phase audiences are subject to change			
FY 2024 Maximum Financial Obligation		\$300,000	Total Opioid Settlement Funding: \$225,000  Total SABG Funding: \$75,000



**Levine Act Contractor Form:**  
**Identification of Subcontractors and Agents**

*Completed form submitted to the County of Santa Clara is a public record.*

**This Section to be completed by County Staff after Form is completed by Contractor:**

Date of Board of Supervisors Meeting	04/16/2024
When Agreement/Amendment Will Be Considered:	
Legislative File No.:	24-4970

**Instructions to Contractor for Completion of Form:**

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
  - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

*NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.*

**SECTION A – CONTRACTOR AND AGREEMENT INFORMATION**

Contractor Legal Name (include d/b/a if applicable):	Armanino LLC dba AMF Media Group
Title or Short Description of Agreement:	Communication Consulting Services

**SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT**

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☒

**(Continue to page 2)**



**Levine Act Contractor Form:**  
**Identification of Subcontractors and Agents**

*Completed form submitted to the County of Santa Clara is a public record.*

**SECTION C – CONTRACTOR’S AGENTS**

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3<sup>1\)</sup>](#) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☒

**SECTION D – CONTRACTOR SIGNATURE**

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Vintage Foster  
Printed Name

CEO  
Title

*Vintage Foster*  
Contractor’s Authorized Representative Signature

Feb 29, 2024  
Date

<sup>1</sup> California Code of Regulations section 18438.3 states:

(a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”

(c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person’s profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.

County of Santa Clara  
Behavioral Health Services Department



24-4970

**DATE:** April 16, 2024

**TO:** Board of Supervisors

**FROM:** Sherri Terao, Director of Behavioral Health

**SUBJECT:** Third Amendment to Agreement with Armanino LLC dba AMF Media Group

**RECOMMENDED ACTION**

Approve Third Amendment to Agreement with Armanino, LLC, dba AMF Media Group, relating to providing substance use awareness and prevention campaigns, increasing the maximum contract amount by \$415,000 from \$450,000 to \$865,000, and extending the Agreement for a 12-month period through June 30, 2025, that has been reviewed and approved by County Counsel as to form and legality. (LA-1)

**FISCAL IMPLICATIONS**

The recommended action would have no net impact on County General Fund. Armanino LLP dba AMF Media Group (AMF) contract is being amended to add \$415,000 to expand campaign services raising substance use awareness among residents of the County of Santa Clara. The \$415,000 is funded through the California Opioid Settlement Agreement Fund and Substance Abuse Block Grant (SABG) Prevention funds. Of the \$415,000 increase, \$115,000, will be added to the Fiscal Year (FY) 2023-2024 budget of the Amendment and is included in the Behavioral Health Services Department's (BHSD) FY 2023-2024 Adopted Budget. The remaining \$300,000 will be added to the FY 2024-2025 budget of the Amendment and is included in BHSD's FY 2024-2025 Recommended Budget.

**REASONS FOR RECOMMENDATION AND BACKGROUND**

BHSD's Prevention Services Division (PSD) regularly implements public awareness campaigns on substance use. The campaigns are developed with goals to address knowledge, attitudes, and behaviors around substance use. The goals include increasing the public's knowledge about specific substances and their impacts, increasing harm perception, and encouraging healthy behaviors such as harm reduction practices and openly discussing substance use with youth. Making progress towards these goals requires ongoing and sustained public awareness efforts. Since 2019, PSD has developed and aired six substance

Approved: 04/16/2024

use prevention campaigns: four campaigns addressing fentanyl and opioids, one on cannabis, and one on alcohol (aired three times in multiple languages). Campaigns have targeted residents ages 14 and older and have aired on various online, digital, print, and other media platforms identified to best reach their respective target audiences.

The recommended action would approve the Third Amendment to the Agreement with AMF Media to increase their budget by \$415,000 to continue and expand public awareness campaign services for FY 2023-2024 and FY 2024-2025. In FY 2023-2024, PSD would utilize \$115,000 of the budget to research and develop advertisements raising awareness about the prevalence of intoxicating hemp-derived cannabis products and about the impacts of available access to alcohol in Santa Clara County communities. The advertisements would target parents and young adults. From the \$300,000 budget allocation in FY 2024-2025, PSD would utilize SABG funding to air the advertisements on hemp-derived products and alcohol accessibility.

In FY 2024-2025 PSD would also utilize Opioid Settlement Funding to further expand fentanyl awareness campaign efforts by continually improving and re-airing its advertisements about fentanyl. These advertisements originally aired in FY 2022-2023 and encouraged residents to learn more about fentanyl, including where to access naloxone nasal spray, when to use it, and how to administer it. The campaign targets youth, parents, and guardians. It had positive evaluation results the first time it aired and has been continually updated and improved upon using focus group feedback.

### **CHILD IMPACT**

The recommended action will have a positive impact on children by supporting substance use campaign awareness within the community.

### **SENIOR IMPACT**

The recommended action will have a positive impact on seniors by supporting substance use campaign awareness within the community.

### **SUSTAINABILITY IMPLICATIONS**

The recommended action will balance public policy and program interests and enhances the Board of Supervisors' sustainability goals of social equity and safety by ensuring that residents of Santa Clara County are made aware of the impacts of substance use.

### **CONSEQUENCES OF NEGATIVE ACTION**

Failure to approve the recommended action would limit the PSD's ability to provide critical public awareness and outreach services related to substance use. A lapse in these services would prevent PSD from fulfilling its commitment to promote better health for all communities through substance use prevention and suicide prevention.

## **STEPS FOLLOWING APPROVAL**

Priority processing is requested for the Amendment as a portion of the funding is set to expire at the end of FY 2023-2024. Upon approval, please send e-mail notifications to Mego Lien ([Mego.Lien@hhs.sccgov.org](mailto:Mego.Lien@hhs.sccgov.org)), Evonne Lai ([Evonne.Lai@hhs.sccgov.org](mailto:Evonne.Lai@hhs.sccgov.org)), Angeleah Macatiag ([Angeleah.Macatiage@hhs.sccgov.org](mailto:Angeleah.Macatiage@hhs.sccgov.org)), Earl Ong ([Earl.Ong@hhs.sccgov.org](mailto:Earl.Ong@hhs.sccgov.org)), and Mayra Moreno ([Mayra.Moreno@hhs.sccgov.org](mailto:Mayra.Moreno@hhs.sccgov.org)).

## **ATTACHMENTS:**

- Amend 3- Armanino LLP dba AMF Media Group for BOS
- Armanino LLP dba AMF Media Group-Contract Agreements and Amendments FY23-FY24
- Levine Act Contractor Form- Armanino LLC dba AMF Media Group