

Appendix A

Finalized Topic List for Proposed County Health Element

Included below are various topics that may be appropriate for a County Health Element. They are not listed in any particular order or priority.

Affordable Housing

Air Quality

- Air pollution (particulates and other impacts)*
- Growth management and other land use approaches promoting cleaner air*
- Transit systems providing transportation options*
- Travel Demand changes and traffic congestion relief*

Environmental Quality

- Brownfield Cleanup
- Climate Change/Sustainability
- Pollution

Equity

- ADA compliance/disabled access
- Equitable Distribution of Opportunity and Risk
- Vulnerable Populations

Health Care and Prevention

- Access to Health Care and Health Services
- Alcohol, Drugs and Tobacco Use
- Funding and Support for Health Services
- Mental Health
- Nutrition Consumer Education

Healthy Food Access

- Agricultural Preservation
- Emergency Food and Food Assistance
- Healthy Food (Retail)
- Local Food
- Urban Agriculture

Land Use/Healthy Communities

- Green Building and Development
- Mixed Use and Complete Neighborhoods
- School Siting
- Sense of Community
- Safe Neighborhoods
- Urban Infill

Physical Activity

- Bicycle Facilities
- Consumer Education
- Joint Facility Use
- Nature Access
- Parks, Recreation, Trails and Open Space
- Pedestrian Facilities

Transportation and Mobility

- Active Transportation
- Complete Streets
- Traffic Reduction
- Traffic Safety
- Transit Access
- Transit-Oriented Development

* Derived from existing County General Plan. Topics to be reviewed, modified and further expanded during project process.

Appendix B

Finalized Policy Issue List for Proposed County Health Element

Included below are various policy issues that may be appropriate for a County Health Element. This is not an exhaustive list, and entries are not listed in any particular order or priority.

Affordable Housing

- Broaden range of affordable housing types and sizes
- Build community public spaces near housing
- Promote mixed-income communities

Air Quality

- Augment land use, growth management and development policies that help achieve air quality standards*
- Increase travel demand management and traffic congestion relief*
- Promote transit systems providing feasible travel options*
- Reduce particulate and small scale emissions*

Environmental Quality

- Avoid locating residences, schools and other similar facilities in areas with high air pollution emissions
- Encourage local employers to reduce vehicle use
- Identify ways to reduce driving
- Limit pesticide use and promote early detection/elimination of invasive species

Equity

- Encourage a mix of uses along corridors and at key intersections
- Encourage additional daily goods and services in underserved areas
- Equitably distribute public facilities and services through the County
- Promote universal design/ability to age in place

Health Care and Prevention

- Encourage a wide range of health care facilities throughout the County
- Improve access to health care for all residents
- Reduce exposure to lead, mold, noise and other environmental hazards

** derived from Air Quality section of existing Health and Safety Chapter of the County General Plan; to be further evaluated and expanded upon during the project process.*

Healthy Food Access

- Encourage gardening opportunities throughout the County, such as community, school and/or home gardens
- Enhance agri-tourism efforts
- Increase the number of locations and frequency of farmer's markets
- Insure access to safe public drinking water
- Preserve and promote agricultural land base (through Williamson Act, Conservation Easements, Open Space Easements, Agricultural Mitigation Measures, etc.)
- Promote healthy foods in underserved areas
- Promote master gardener, 4-H, master composter and other County ag. programs
- Promote roadside stand marketing and on-farm processing of local produce
- Provide incentives for healthy and disincentives for unhealthy foods

Land Use/Healthy Communities

- Address the need for pedestrian-scale lighting and maintenance
- Collaborate with police, fire and the community to promote crime prevention
- Increase security and surveillance in high crime areas
- Launch a public health and safety awareness campaign
- Promote mixed use and complete neighborhoods

Physical Activity

- Add Open Space in Underserved Areas
- Create and Improve Pedestrian and Bicycle Connections
- Ensure sensitivity to those with disabilities, or other special needs
- Implement County Trails Master Plan
- Preserve and Improve Open Space
- Promote and facilitate access to nature
- Promote Joint Use Agreements with School Districts
- Promote Parks and Recreation as a Prescription for health and wellness

Transportation and Mobility

- Advocate for increased frequency of transit (bus and rail) service
- Improve access to transit (bus and rail)
- Improve bicycle and pedestrian facilities
- Increase levels of active transportation in the County
- Increase Safe Routes to School program
- Increase traffic calming measures, where appropriate
- Improve pedestrian and bicycle connections to schools
- Improve transit (bus and rail) service to medical services
- Improve transit (bus and rail) services for seniors
- Locate new facilities in locations well-served by transit (bus and rail)

Appendix C

CONSULTANT SCOPE OF WORK

County of Santa Clara

Health Element

The following is a Consultant Scope of Work for the County of Santa Clara Health Element.

Task 1: Ongoing Project Management

The consultant will manage the project within the confines of the contract and with County Planning staff coordinating oversight. The consultant will prepare a Project Management Plan that identifies and coordinates the involved parties, their roles and responsibilities and the project schedule. Following is a partial summary of Project Management Plan components (those starred* are also addressed under subsequent Task descriptions):

Project Management Plan* components:

- 1.1 *Attend monthly (or as needed) staff/consultant meetings (including kick-off meeting)*
- 1.2 *Participate in bi-weekly staff conference calls*
- 1.3* *Attend and facilitate at least three (3) Staff Advisory Committee meetings (SAC) and provide meeting materials as stipulated in this Scope*
- 1.4* *Attend and facilitate at least three (3) Wellness Advisory Committee (WAC) meetings and provide meeting materials as stipulated in this Scope*
- 1.5* *Attend and facilitate at least one (1) Workshop with the Planning Commission and provide meeting materials as stipulated in this Scope*
- 1.6* *Prior to Element adoption, attend and facilitate at least one (1) Public Hearing with the Planning Commission, and provide meeting materials as stipulated in this Scope*
- 1.7* *Prior to Element adoption, attend and facilitate at least one (1) Public Meeting with the Housing, Land Use and Environment (HLUET) Committee & (1) with the Health and Hospitals Committee, and provide meeting materials as stipulated in this Scope*
- 1.8* *Prior to Element adoption, attend and facilitate at least one (1) Public Hearing with the Board of Supervisors and provide meeting materials as stipulated in this Scope*
- 1.9* *Finalize stakeholder/expert lists and conduct stakeholder/expert interviews*
- 1.10 *Maintain regular Staff contact through email, fax, and phone calls*
- 1.11 *Update, monitor and maintain overall project schedule*

- 1.12 *Attend additional project meetings and workshops as may be required by the project and authorized by Staff*
- 1.13* *Develop Public Outreach Plan*
- 1.14* *Create, maintain and update Project Website*
- 1.15* *Produce Existing Conditions Report*
- 1.16* *Produce Strategies/Policy Framework for each section or topic area*
- 1.17* *Produce Draft and Final Health Element documents*
- 1.18* *Submit monthly invoices and written progress reports for Staff review and approval*

- Deliverables:**
- A) Monthly invoices***
 - B) Monthly progress reports***
 - C) Bi-Weekly conference calls***
 - D) Monthly or as needed staff/consultant meetings***

Task 2: Project Initiation

Following contract finalization, the consultant will prepare and submit a Project Management Plan (see Plan description under Task 1) outlining ongoing consultant roles and responsibilities. The consultant will attend a "Kick-Off" meeting with County Staff and take a County tour. The Consultant will review and refine the WAC and stakeholder/expert membership lists, in consultation with Staff and the Staff Advisory Committee. The consultant will collaborate with the County, the Staff Advisory Committee, the WAC and relevant stakeholders/experts to refine project topics, policy issues, and the scope. The consultant will work with the County to refine the budget and schedule, subject to Staff review and approval.

- 2.1 *Provide Project Management Plan (see description under Task 1).*
- 2.2 *Attend Kick-Off Meeting with County Staff and take County Tour*
- 2.3 *Attend and facilitate Kick Off Meeting w/ Staff Advisory Committee*
- 2.4 *Assist in Creation of Wellness Advisory Committee (WAC)*
- 2.5 *Review and revise (if necessary) Stakeholder/Expert List (see Task 1.9)*
- 2.6 *Attend and facilitate Kick-Off Meeting with WAC*
- 2.7 *Refine project topics, policy issues and scope, with collaboration from County, Staff Advisory Committee, and WAC*
- 2.8 *Refine project budget and schedule, subject to Staff review and approval.*

- Deliverables:**
- A) Project Management Plan***
 - B) Wellness Committee Membership List***
 - C) Stakeholder/Expert List***

D) Refined Topics and Policy Issues Lists
E) Refined Scope of Work, Budget and Schedule

Task 3: Public Outreach/Community Engagement

The County expects that the community will be very involved in developing and reviewing the Element. To that end, the consultant will provide a Public Outreach Plan for Staff review and approval that clearly identifies opportunities for public involvement and participation during the project process. At a minimum, it is anticipated that the Public Outreach Plan will address the components discussed below.

The consultant will conduct stakeholder/expert interviews (see Task 3) individually or in groups, with staff support. In addition, the consultant will create and regularly update the new Project Website linked to the existing County Planning Office website or contained within the County's website, to inform and update the public on project content and status and solicit public comments.

The consultant will attend and facilitate at least three (3) meetings of the Staff Advisory Committee (comprised of key County Department representatives), and contact relevant stakeholders/experts during the process. In addition, the consultant will assist in creation of a Wellness Advisory Committee (WAC), comprised of technical and policy experts, community representatives and County staff. The consultant will attend and facilitate at least three (3) WAC Committee meetings and one (1) Planning Commission Workshop. Prior to Element adoption, the consultant will attend and facilitate at least one (1) Public Meeting with the HLUET Committee and one (1) with the Health and Hospitals Committee, one (1) Public Hearing with the Planning Commission and one (1) Public Hearing with the Board of Supervisors. The consultant will provide handouts, presentations and other materials, for those meetings that he is attending and facilitating, subject to staff review and approval. Meeting scheduling should be timed with other project related trips, to the extent possible.

- 3.1 *Prepare a Public Outreach Plan for Staff review and approval*
 - *Identify key parties, methods, forums, timing and areas of responsibility for public outreach/community engagement.*
 - *Identify timing and types of presentations, meetings, workshops and hearings.*
- 3.2 *Attend and facilitate at least (3) Staff Advisory Committee meetings*
- 3.3 *Assist in Creation of Wellness Advisory Committee (WAC) and attend and facilitate at least three (3) WAC meetings*

- 3.4 *Attend and facilitate at least one (1) Planning Commission Workshop*
- 3.5 *Attend and facilitate at least one (1) HLUET and one (1) Health and Hospitals Committee Public Meeting*
- 3.6 *Attend and facilitate at least one (1) Planning Commission Public Hearing*
- 3.7 *Attend and facilitate at least one (1) Board of Supervisors Public Hearing*
- 3.8 *Create, update and maintain Project Website*

Deliverables: ***A) Public Outreach Plan***
 B) Meeting/hearing materials as specified by this Task
 C) Project Website and Web Updates

Task 4: Stakeholder/Expert Interviews

The consultant will conduct stakeholder/expert interviews with those on the Stakeholder list (see Task 2.5 above) to obtain feedback on proposed Health Element topics, policy issues and recommendations. Interviews will typically consist of topic specific panels of stakeholder/experts. The County will assist with interviews.

- 4.1 *Conduct one-on-one and/or small group stakeholder interviews, as directed by staff*
- 4.2 *Summarize interview findings*

Deliverables: ***A) Final Topic and Policy Issue Lists***
 B) Stakeholder/Expert Interviews
 C) Stakeholder Interview Summary

Task 5: Supportive Mapping and Graphics

In conjunction with Planning Office GIS staff, the consultants will prepare a variety of maps, diagrams and photosimulations that visually convey existing conditions and future direction. The consultants will create attractive and easily understood graphs, charts and other data representations. As previously discussed (Task 3.8), the consultant will create and maintain a project web site for the duration of the contract period.

- 5.1 *Prepare GIS health mapping and analysis*
- 5.2 *Prepare visual simulations and project graphics*

Task 6: Develop Existing Conditions Report

As part of this Task, the consultant will collect information and prepare a GIS database of existing County health conditions, identify and analyze key health

metrics and indicators, and prepare an Existing Conditions Report. The Report will respond to the health topics and policy issues identified in Task 2.7. The Report will comprise a section of the final Health Element, and provide the context for project recommendations. Tasks will include:

6.1 Collect, Review and Analyze Existing Conditions Data

The consultant and Staff (with considerable assistance from project partner, The County Public Health Department), will collect data relevant to the Health Element. Topics and data (such as bike/walk audits and food assessments) will be identified and/or supplied by staff, community stakeholders and other resources.

6.2 Supplement Existing GIS Database

The consultant will work with Staff to augment the existing County GIS database to insure the database contains health-related data, including at a minimum, the location of existing:

- parks
- schools
- bus routes/stops
- light rail routes/stops
- truck routes
- bicycle facilities
- health care facilities
- health data (such as asthma hospitalizations)
- food sources
- census-based socio-economic and transportation data (such as car ownership, income level, journey to work data, etc.)
- crime data
- vehicular crashes involving pedestrians and cyclists, and other vehicles
- other

6.3 Identify and Develop Health Indicators

6.4 Prepare administrative draft of Existing Conditions Report, for review and comment by Staff

6.5 Attend and facilitate presentation of draft Report to Staff Advisory Committee, Wellness Advisory Committee, and at a Planning Commission Workshop

5.6 Prepare final Report, based on feedback received

Deliverables A) Administrative Draft of Existing Conditions Report

- B) Revised Administrative Draft of Existing Conditions Report*
- C) Final Existing Conditions Report*

Task 7: Strategies/Policy Framework

The consultant will create the draft Strategies/Policy Framework that outlines the overall policy direction for the project and for each section. Part of this work will involve using a Health Impact Assessment or similar assessment method, to evaluate potential policies/strategies proposed to address existing health conditions. The Framework document will be organized by health and wellness topic (such as access to healthy foods; see Task 2.7) and present relevant policy options.

- 7.1 *Identify health strategy/policy assessment method (such as the Health Impact Assessment) to be used, for Staff review and approval.*
- 7.2 *Prepare draft Strategies/Policy Framework document, using approved assessment method, for review and approval by Staff, the Staff Advisory Committee, and the WAC*

- Deliverables:**
- A) Description of Health Impact Assessment (or similar method)*
 - B) Draft Strategies/Policy Framework*
 - C) Administrative Draft of Strategies/Policy Framework*
 - D) Revised Administrative Draft of Strategies/Policy Framework*

Task 8: Preliminary Draft Health Element

Based on the Strategies/Policy Framework, and review and comments by staff, the Staff Advisory Committee, the Wellness Advisory Committee, and Stakeholder/Expert involvement, the consultant will prepare the Preliminary Element. The consultant will create an Implementation and Monitoring Program as part of the Draft that prioritizes Health Element recommendations and activities, areas of responsibility and potential funding mechanisms

- 8.1 *Prepare Preliminary Draft for Staff review and comment*
- 8.2 *Incorporate staff comments, and prepare Revised Preliminary Draft*
- 8.3 *Present Revised Preliminary Draft to Staff Advisory Committee, WAC and to stakeholders/experts for their review and comment*
- 8.4 *Incorporate Staff Advisory Committee, WAC and stakeholder/expert comments and prepare Initial Public Draft Element*

- Deliverables:**
- A) Preliminary Draft Element*
 - B) Revised Preliminary Draft Element*
 - C) Initial Public Draft Element*

Task 9: Final Public Draft Element

With staff assistance, the consultant will publish the Initial Public Draft Element for State and public review and comment. The Initial Public Draft will be posted on the Planning Office website and hard copies made available for review and comment for a minimum of 45 days. The consultant will respond to and incorporate public comments on the Initial Public Draft and produce a Final Public Draft Element, to be subject to environmental review and adoption by the Board of Supervisors.

- 9.1 With staff assistance, publish Initial Public Draft Element on Planning Office website*
- 9.2 Publish 30 hard copies of Initial Public Draft Element for public distribution and review*
- 9.3 Obtain from Staff all public comments received during minimum 45 day public review period*
- 9.4 Publish Final Public Draft Element*

Task 10: Environmental Review of Final Public Draft Element
Not covered by this Scope of Work and contract.

Task 11: Hearings and Element Adoption

The Final Public Draft Element will be subject to the public hearing process. The consultant will attend and provide support for at least (1) Public Hearing each before the Planning Commission and Board of Supervisors. Prior to the Board Hearing, the consultant will attend and facilitate (1) Public Meeting before both the HLUET and the Health and Hospitals Committees. The consultant will present the Final Draft Health Element to these bodies for review and comment. Based on public hearing feedback and recommendations, the consultant will prepare the final, adopted Element.

- 11.1 Attend and facilitate (1) HLUET Committee and one (1) Health and Hospitals Public Meeting.*
- 11.2 Attend and facilitate (1) Planning Commission and one (1) Board of Supervisor Public Hearing.*

11.3 *Prepare Final, adopted Health and Wellness Element reflecting Board of Supervisors revisions/recommendations.*

Deliverables: ***A) Meeting materials as required by Scope***
 B) Final Draft Health and Wellness Element
 C) Adopted Health and Wellness Element

Task 12: Adopted Health Element Publication

12.1 *Prepare and provide one full color electronic copy of the final document to the County with 30 hard copies*

12.2 *Enable and produce web-based publication with links to source data, maps, and bibliography*

Appendix D

GENERAL PLAN HEALTH ELEMENT PLANNING OFFICE WORK PROGRAM/TIMELINE * 2011-2013

Task A: Begin Preliminary Project Work (Feb - June 2011)

- Task A.1 Meet w/ Health & Hospitals Committee (2/9; 5/11)
- Task A.2 Meet w/ HLUET (2/17; 5/11)
- Task A.3 Meet w/ Board of Supervisors (3/1; 6/7)
- Task A.4 Identify preliminary list of topics
- Task A.5 Identify preliminary list of policy issues
- Task A.6 Identify sources of grant funding
- Task A.7 Identify sources of technical assistance and in-kind services
- Task A.8 Create and Maintain project partnership with Public Health Dept. (5 meetings to date; conversations ongoing)
- Task A.9 Initiate contacts w/ key (5) County Departments (4 meetings, one phone conversation)
- Task A.10 Draft preliminary schedule

Task B: Seek Applicable Grant Funds (April 2011 - project end)

- Task B.1 Submit Letter of Intent and Proposal to Health Trust (4/1-5/13)
- Task B.2 Submit additional grant applications, pursuant to Task A-6 5 (ongoing)
- Task B.3 Comply w/ grant (if available) award requirements (ongoing)

Task C: Seek Applicable Technical Assistance (March'11 - project end)

- Task C.1 Meet w/ Public Health Dept.'s CDC technical assistance contacts
 - *Task C.1.a Meet w/ Public Health Law Partnership (PHLP) (3/18)*
- Task C.2 Seek and utilize additional Technical Assistance sources, pursuant to Task A-7 (ongoing)

Task D: Approve/Maintain Public Outreach Plan & project Web Site (March' 12 - project end)

- Task D.1 Review/approve proposed Outreach Plan from consultant (March' 12)
- Task D.2 Review/approve proposed project web page (March' 12)
- Task D.3 Assist w/ launch, update and maintenance of project web page (April' 12 - project end)

Task E: Create/Convene Staff Advisory Committee (April-project end)

- Task E.1 Send memo to key Department's requesting participation (4/11)
- Task E.2 Obtain additional membership ideas from HLUET, Health & Hospitals & BOS (May-June)
- Task E.3 Hold Kick-Off Committee Meeting w/ staff (June)
- Task E.4 Hold Subsequent Committee Meetings (bimonthly or as needed)

Task F: Obtain Consultant Services (May - November, 2011)

- Task F.1 Prepare Request for Proposals (May - June)
- Task F.2 Prepare Mailing List and conduct mailing (June - July)
- Task F.3 Review and Rank Proposals (August)
 - *Task F.3.a Create Ranking Sheets (June)*
 - *Task F.3.b Create Review & Ranking Committee (June)*
- Task F.4 Select consultant (June - Nov.)
 - *Task F.4.a Create Ranking Sheets (June)*
 - *Task F.4.b Formulate Interview Questions & Criteria (July)*
 - *Task F.4.c Create Interview Team (July)*
 - *Task F.4.d Schedule and hold interviews (September)*
 - *Task F.4.e Notify applicants (September)*
 - *Task F.4.f Finalize consultant contract w/ County Counsel & others (Oct.)*
 - *Task F.4.g Prepare BOS transmittal w/ contracts for BOS approval (Nov.)*

Task G: Initiate Consultant Work (Dec' 11 - March '12)

- Task G.1 Hold Kick-Off Meeting w/consultant, Plg. & Public Health (Dec' 11)
 - *Task G.1.a Take consultant on County tour (Dec' 11)*
- Task G.2 Review/approve proposed Project Management Plan (Jan' 12)
- Task G.3 Review/approve proposed Wellness Advisory Committee (WAC) Membership List (Jan' 12)
- Task G.4 Review/approve proposed Stakeholder Membership List (Feb' 12)
- Task G.5 Review/approve Refined Topics and Policy Issues list (Feb' 12)
- Task G.6 Review/approve Refined Scope of Work, Budget & Schedule (Feb'12)

Task H: Create/Convene Wellness Advisory Committee (WAC) (Jan'12-project end)

- Task H.1 Assemble WAC membership (Jan - Feb' 12)
- Task H.2 Hold Kick-Off Committee Meeting w/ consultant (March ' 12)
- Task H.3 Hold Subsequent WAC meetings (bimonthly or as needed)

Task I: Support Stakeholder/Expert Interview Process (Feb - April' 12)

- Task I.1 Assist w/ Stakeholder/Expert Interviews (Feb - March' 12)
 Task I.2 Review/approve Stakeholder/Expert Interview Summary (April' 12)
- Task J: Assist w/ Existing Conditions Report (Dec' 11 - June' 12)**
 Task J.1 Collect, w/ Public Health Dept. assistance, various data for consultant (Dec - April ' 12)
 Task J.2 Review/comment on proposed Health Indicators from consultant (April' 12)
 Task J.3 Review Administrative Draft (May' 12)
 Task J.4 Review revised Administrative Draft (May' 12)
 Task J.5 Convene and attend Staff Advisory Committee, WAC and Planning Commission Community Workshop meetings on revised Administrative Draft Report (May - June' 12)
 Task J.6 Accept Final Existing Conditions Report (June ' 12)
- Task K: Assist w/ Strategies/Policy Framework Prep. (June- Sept' 12)**
 Task K.1: Review/comment on proposed Health Impact Assessment from consultant (June - July' 12)
 Task K.2 Review/ comment on draft Strategies/Policy Framework (July' 12)
 Task K.3 Convene and attend Staff Advisory Committee and WAC on revised Policy Framework (July - August' 12)
 Task K.4 Accept Revised Administrative Draft Strategies/Policy Framework (Sept' 12)
- Task L: Assist w/ Preliminary Draft Health Element preparation (Oct - April '12)**
 Task L.1 Receive Preliminary Draft Health Element from consultant (Oct' 12)
 Task L.2 Review/comment on proposed Preliminary Draft Health Element (Oct' 12)
 Task L.3 Receive revised Preliminary Draft Health Element (Nov' 12)
 Task L.3 Convene and attend Staff Advisory Committee, WAC and Stakeholder/Expert interviews on revised Preliminary draft (Nov' 12)
 Task L.4 Accept Initial Public Draft Element from consultant (Dec' 12)
- Task M: Assist w/ Final Public Draft Element preparation/publication (Jan - April' 13)**
 Task M.1 Assist w/ publication of Initial Public Draft Element on Planning Office website (Jan - Feb' 13)

Task M.2 Accept 30 hard copies of Initial Public Draft from consultant and distribute to public, State, libraries and other destinations for review (Feb' 13)

Task M.3 Collect public comments during minimum 45 day review period and convey to consultant for incorporation into Initial Public Draft (March - April ' 13)

Task M.4 Accept Final Public Draft from consultant (April' 13)

Task N: Assist w/ Environmental Assessment of Draft (May - Aug' 13)

Task N.1 To address this Task, prepare separate Consultant Scope of Work for distinct environmental consultant services OR amend Health Element Scope to address this Task or conduct Task in-house.

Task O: Initiate Hearings on Draft & Adoption of Final Health and Wellness Element (General Plan Amendment) (Sept - Dec.' 13)

Task O.1 Schedule, prepare transmittal, report and attachments (w/ consultant assistance) and attend HLUET Committee Public Meeting (Sept' 13)

Task O.2 Schedule, prepare transmittal, report & attachments (w/ consultant assistance) & attend Health & Hospitals Committee Public Meeting (Sept' 13)

Task O.3 Schedule, prepare Public Hearing notices, transmittal, report and attachments (w/ consultant assistance) and attend Planning Commission Public Hearing (Oct '13)

Task O.4 Schedule, prepare Public Hearing notices, transmittal, report and attachments (w/ consultant assistance) and attend Board of Supervisors Public Hearing (Nov '13)

Task O.5 Accept Final Draft (Dec '13)

Task O.6 Accept Adopted Health and Wellness Element (Dec' 13)

Task P: Facilitate Element publication (web & hard copy) (Jan-March'14)

** Schedule assumes frequent, ongoing coordination w/ project partner (the County Public Health Department staff)*

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Date: _____ Purchase Order Number: _____
(Procurement Department Use Only)

Agency/Department Name: _____ Department No.: _____

Brief Description of Services: _____

Maximum Financial Obligation: \$

Term of Agreement: Start Date: _____ End Date: _____

For County Use Only – SAP						
	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
<i>Line 1</i>						
<i>Line 2</i>						
<small>H, I or J Expense Code Dept. Code Capital Project Code "PCA" code - Optional</small>						

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY of SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Name:		Agency/Dept:	
Contact Person:		Contract Monitor:	
Address:		Address:	
City/State/Zip:		City/State/Zip:	
Telephone:	Fax:	Telephone:	Fax:
SCC Vendor Number (SAP):		Fiscal Contact:	

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. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

SIGNATURES

Contract is not valid until signed by Contractor and Procurement Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority

Contractor:	Date:
Procurement Department:	Date:
Agency/Department Manager:	Date:
Agency/Department Fiscal Officer:	Date:
County Counsel:	Date:
<i>(Signature required when the Standard Provisions language (Section VI) is changed or for IT Services of \$500,000 or less. It is also required when contract was approved by a delegation of authority from the Board)</i>	

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

Office of the County Executive:

(Signature required when Board approved contract by a delegation of authority)

Date:

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

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

Is Contractor a government entity, corporation, nonprofit organization or school district?

YES - This is an Independent Contractor. Proceed to Section V

NO - Complete the Questionnaire (For help with the Questionnaire, visit www.oba)

Questionnaire to be Complete by Contracting Department to Determine Dependent or Independent Status of Contractor

		YES	NO
1	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? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO, please explain.		
4	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? If NO, please explain.		
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before - answer NO and explain briefly .		
6	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? If NO, please explain.		
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box "No". (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued. Bus Lic. # _____ Issued by: _____		
8	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. If NO, please explain. Be sure this answer matches the contract payment schedule in Section V.		
9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.		

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required 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 www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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.

Contractor's Initials: _____ Reviewed and signed off by Dept. Fiscal Officer _____

SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—"Attachment A". If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

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

Or See Attachment _____ attached hereto and incorporated herein by this reference

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

Or See Attachment _____ attached hereto and incorporated herein by this reference

C. PERFORMANCE STANDARDS

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables

Or See Attachment _____ attached hereto and incorporated herein by this reference

D. PAYMENT SCHEDULE

Be specific as to hourly rate, payment by milestones, etc. **All reimbursements for travel shall comply with the current County Travel Policy**

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

Or See Attachment _____ attached hereto and incorporated herein by this reference

Changes to the terms and conditions on this page require approval of County Counsel

SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. CONFLICTS OF INTEREST

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.

C. 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.

D. 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.

E. 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.

F. 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 must be in writing and shall apply to the specific instance expressly stated.

G. NON-DISCRIMINATION

Standard Non-Discrimination Language

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

-- OR --

Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

H. TERMINATION

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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 (Requires County Counsel Approval). Any alternate termination language must include the following budgetary contingency provision: 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.

I. 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.

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts

If contractor’s cumulative total of contracts with the County exceeds \$100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

Contractor has no other current County contracts for same or similar services

Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

Agency/Dept/Division	Type of Service	Current Fiscal Year Contract Amount
		\$
		\$
Total of all Current Fiscal Year Contracts		\$

Or **See Attachment** _____

B. CONTRACTOR SELF-DECLARATION

TYPE I CONTRACT

Contractor declares that this is a Type I service contract under the Board of Supervisor’s Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: _____

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

Explanation: _____

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the County's intended action.

-- OR --

TYPE II CONTRACT

Contractor declares that this is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of **three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer** or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any

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Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.

- g. As required under the Resolution and the County’s implementing procedures, Contractor provided to County as a part of the selection [*substitute “renewal,” “extension,” or “amendment” as appropriate*] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor’s employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County’s intended action.

SECTION VIII: INSURANCE / INDEMNIFICATION

Independent Contractors must 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

- The following standard insurance and indemnification language is attached and incorporated into this agreement:**
 - B-2 Standard Service Contracts Above \$100,000
 - B-2A Standard Service Contracts Between \$50,001 and \$100,000
 - B-2B Standard Service Contracts Between \$10,001 and \$50,000
 - B-2C Standard Service Contracts Up To \$10,000
 - B-2D Environmental Services Contracts
 - B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
 - B-3A Architects and Engineers Service Contracts
 - B-9 Part-time Trainer Contracts up to \$50,000

- Modification or Waiver Attached if Appropriate**

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

	YES	NO
1. Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.		
2. Owned Auto Insurance: 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.		

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3. Hired Auto Insurance: 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.		
4. Non-owned Auto Insurance: 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.		

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

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SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS

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

A. Federal Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

B. State Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. 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.

Exhibit Name(s) _____

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

Statement of Economic Interest, FORM 700

If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract's effective date of _____. Contractor must submit Form 700 by _____ to the Department's Contract Monitor. Department's Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by _____.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per

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12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

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 is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

C. Notice of Cancellation

EXHIBIT B-2 (revised)

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest

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

Additional Insured Endorsement, which shall read:

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

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

EXHIBIT B-2 (revised)

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.
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.

EXHIBIT B-2 (revised)

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.

Appendix G

Contracting Principles

October 1997

Amended October 21, 2008

WHEREAS the County of Santa Clara purchases contract services;

WHEREAS the County of Santa Clara purchases these services in the interests of meeting the needs of its residents and such services are integral to the County's mission to serve the public;

WHEREAS the County of Santa Clara is concerned over the increased costs of providing health care to the uninsured through the services of the Santa Clara Valley Health and Hospital System;

WHEREAS the County of Santa Clara is committed to the provision of quality services, whether provided directly by the County or by contract agencies;

WHEREAS the County of Santa Clara is committed to insuring that services are provided by responsible contract agencies;

WHEREAS the County of Santa Clara seeks to maximize direct resident/client services while minimizing indirect service costs and seeks to promote fiscal responsibility;

WHEREAS the County of Santa Clara has an interest in encouraging, to the extent possible, an environment in which labor and employment disputes do not disrupt the continuous delivery of purchased services;

WHEREAS the County of Santa Clara has a strong and ongoing interest in providing continuous services to the consumers of those services;

WHEREAS the County of Santa Clara needs to know the level of pay and benefits provided by County contractors in order to intelligently consider their impact;

WHEREAS this consideration should take place in the County's open and public discussion of contract awards;

NOW, THEREFORE, be it resolved that effective June 1, 1998, as a condition of the renewal of any contract or the letting of any new contract any agency or company contracting to deliver services for the County shall comply with the following contracting principles;

I. Contracting Principles

A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.

B. In order to assure fiscal responsibility, strength and compliance with these principles all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records, that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.

C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract:

1. Information regarding the wage level, pay range and benefits for positions and job classifications.

- a) The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: "Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) \$X for each year of the contract." However, in no instance would an individual be identified by employee name.

- b) The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

For example: "In Job Classification A there are five positions with a pay range of \$X to \$Y. With two employees paid at \$X, two employees paid at \$Y and one paid at \$Z midpoint between \$X and \$Y."

- c) If medical insurance is provided a summary of coverage for each plan must be submitted (or in the case of a new program the projected level). In addition, the County may also request the entire plan document.

The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

If medical insurance is not provided, the County Agency/Department presenting the contract for approval shall calculate and disclose the costs of providing medical insurance to the employees of the contractor. Costs shall be determined by the County Executive based on a standard cost provided by the Santa Clara Valley Health and Hospital System.

2. Length of Service

a) The length of continuous employment with the contractor by job classification (information shall not include employee names).

b) In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.

4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.

5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.

6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.

E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

F. During the term of any contract all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.

G. During the term of any contract all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the county, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or non-renewal and the opportunity to respond and discuss the County's intended action.

II. Definitions

- A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.
- B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.
- C. For purposes of this resolution Type 1 Service contracts shall include **any** of the following in which the county purchases services from:
 - 1. Sole Source
 - 2. Construction or other work required by law to be contracted out.
 - 3. Individuals and contractors that employ less than twenty-five (25) employees.

4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.
 5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 6. Contract with other public agencies.
 7. Contract of One Hundred Thousand Dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.
 9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease etc.) Of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this Resolution Type II Service Contracts includes all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution. Garment rental contracts shall be considered a Type II for the purposes of this resolution.

III. Implementation

- A. The County Executive shall direct the preparation and dissemination of any administrative guidelines and directives to County Departments/Agencies as are necessary to implement this Resolution as of June 1, 1998. These

directives shall include a requirement that each County Department or Agency advise current service contractors of the implementation of this Resolution prior to June 1, 1998.

- B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.
- C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.
- D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contractors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.

DECLARATION OF CONTRACTOR

To be completed by all Type I and Type II contractors)

- This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

- This is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

The contractor currently has other County contracts for the same or similar services:

Yes

No

If **Yes** is checked, please list and describe contracts, types and dollar amounts.

I am authorized to complete this form on behalf of _____

_____ [Name of contracting entity]. I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE I CONTRACTS ONLY]**

This contract is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997 and subsequently amended on October 21, 2008. Accordingly, Contractor shall comply with all of the following:

a. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and / or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non compliance with this Section, and the opportunity to respond and discuss the County's intended action.

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE II CONTRACTS ONLY]**

This set of forms is applicable generally for contractors providing service to the County of Santa Clara. It is not intended for contractors that provide rental, purchase, sale, lease, lease back or lease purchase of goods to the County.

It should be assumed that contractors are Type II providers unless they meet the exceptions as described in II. C. 1-12 of the Resolution of Contracting Principles.

Contracting Principles Compliance Online Access

Our goal is to create a community for Type II Contractors that among other things makes the process of submitting Contracting Principles and other compliance information to County departments more efficient and consistent.

To take advantage of this service, you must first register. Your registration will allow your organization portal access for submitting and updating information for the Annual Information, RFP-specific Response, and Fiscal Audit described below. The information you submit cannot be viewed through this website by anyone except authorized County staff.

You will have the ability to:

- Create and Maintain your Contracting Principles Type II one-time submission information (Annual Information)
- Create and Maintain multiple Contracting Principles Type II contract-specific information (RFP-specific Response)
- Upload and update your annual financial audit reports sent into the County (Fiscal Audit)

To use the online capability you have to register with the portal as a Type II contractor at:

<http://eservices.sccgov.org/cpc/prepare.do?action=begin>

SECTION 1

Information regarding the wages and benefits for executive, managerial and supervisory positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

Aggregate total wages for the above positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

= _____

Aggregate total medical benefit employer costs for the above positions pertaining to services provided under the proposed contract:

= _____

If no medical benefits are provided, County Agency/Departments will consider and include such costs for these employees, as determined by the Santa Clara Valley health and Hospital system and set by the County Executive.

Equivalent total medical benefit employer costs attributed to the above positions:

= _____

SECTION 2

Information regarding the wages and benefits for all other positions except: executive, managerial and supervisory positions, pertaining to services provided under the proposed contract.

(Please do not provide employee names)

Job Class _____	Total Number of Positions _____	
Pay Ranges	Employees at this level	Pay Subtotals
A _____	_____	_____
B _____	_____	_____
C _____	_____	_____
D _____	_____	_____
E _____	_____	_____

Total medical benefit employer costs attributed to the above positions:

= _____

If no medical benefits are provided, County Agency / Department will consider and include such costs for these employees, as set by the County Executive and determined by the Santa Clara Valley Health and Hospital System.

Equivalent total medical benefit costs attributed to the above positions:

= _____

(Use additional sheets of Section 2 page for more job classes or more positions)

SECTION 3

Medical cost (medical, dental, vision and life insurance premium) breakdown for employees in Sections 1 and 2; if a different benefit package is offered to management employees, please identify and describe:

Medical Cost	Employer Contribution	Employee Self Contribution	Total Cost
Employee only			
Employee plus one dependent			
Employee plus multiple dependents			

Please check one:

- Administrative/Management Employees Only
- Line Employees Only
- All employees

Please attach a summary of all medical (medical, dental, vision and life insurance premium) plans here for employees reported in Sections 2 and 3.

The County reserves the right to have contractor provide entire plan documents.

(Use additional sheets of Section 3 page for additional plans)

SECTION 4

Please provide information for length of service of contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

(Use additional sheets of Section 4 page for more job classes)

SECTION 5

Please provide the annual rate of turnover of staff for prior 1 year.

Immediate past 12 months / prior fiscal year / prior calendar year

[Please circle one]

Note:

This section pertains to contractor staff in the area of service currently provided to the County or proposed to be provided to the County. (Example: if 10 positions are covered and 5 employees left their positions in the last year, the annual turnover rate is 50%)

SECTION 6

Training records for prior 1 year - immediate past 12 months / prior fiscal year / prior calendar year [please circle one] for contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Training subject matter related to contracted services	Employee classes	Date	Total hours

SECTION 7

Please list legal complaints, citations, court findings, or administrative findings for violations issued by enforcement agencies for the previous five (5) years for alleged violations of applicable federal, state or local rules, regulations or laws:

Rules, laws, regulations involved	Type	Enforcement Agency	Date of Issue

SECTION 8

Please list and provide copies of collective bargaining agreements covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

Bargaining Units	Union	Term of Agreement

If there are no collective bargaining agreements, please provide summaries or actual personnel policies covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

SECTION 9

DECLARATION THAT INFORMATION IS COMPLETE

I am authorized to complete this packet of forms on behalf of

[Name of contracting entity]

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Signature: _____

Name: _____

Title: _____

Date: _____