

# County of Santa Clara – Non Standard Service Agreement Cover Sheet

This Form and the Checklist are administrative forms and are not part of the Agreement

## SECTION I: GENERAL INFORMATION

Date: 01/12/2016 P.O. Number: (Procurement Department Use Only)

Agency/Department Name: EMS Agency Department Number: 410

Brief Description of Services: Data Hardware funding allocation.

Maximum Financial Obligation: \$ 24,298.25

Term of Agreement: Start Date End Date 06/30/2016

## 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)
Line 1	H	410	5255500	2802	\$24,298.25	FY16	
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						

## SECTION II: PARTIES TO AGREEMENT

### CONTRACTOR

Legal notices pertaining to this agreement will be sent to the name, address and contact person below:

Contractor Name: City of Sunnyvale  
(As Displayed In SAP)

Contact Person: Elaine Ketell

Street Address: 700 All America Way

City, State, Zip: Sunnyvale, CA 94086

Telephone Number: 408-730-7234

SCC Vendor Number: 1002336  
(As Assigned In SAP)

### COUNTY OF SANTA CLARA

Mail Invoices to County of Santa Clara at:

Agency/Department: EMS Agency

Program Manager/  
Contract Monitor Name: Patricia Natividad

Address: 700 Empey Way

City, State, Zip: San Jose, CA 95128

Telephone Number: 408-794-0611

Fiscal Contact:  
(Accounts Payable  
Contact) Patricia Natividad

Contract Preparer: Michele Seaton

# County of Santa Clara – Non Standard Service Agreement Cover Sheet

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## SECTION III: 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? If the answer to any of these questions is YES, select YES from the dropdown. 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— answer YES. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before. 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.) No

Enter below the business license number and the city/entity where issued.

Bus Lic. #

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 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](http://www.oba) for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

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 by Dept. Fiscal Officer

**AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA  
AND CITY OF SUNNYVALE FOR  
FIRE DEPARTMENT HARDWARE TO SUPPORT SANTA CLARA COUNTY  
PREHOSPITAL CARE POLICY 309**

This Agreement is entered into by and between the County of Santa Clara (“County”) and City of Sunnyvale (“Provider”) for projects that benefit Santa Clara County Emergency Medical Services (EMS) system. Provider and County may be referred to in this Agreement individually as a “Party” and collectively as “Parties.”

**Background / Purpose**

The County may provide funding to Provider for projects that benefit the Santa Clara County EMS System. All projects must adhere to the requirements that are mandated in Santa Clara County Prehospital Policy 309 – Comprehensive EMS Patient Care Data System. The County Contract Administrator will assure that Provider has met all applicable program and performance criteria when authorizing payment, reimbursement, or adjustment.

**Agreement**

The Parties agree as follows:

**1. Scope of Work and Performance Standards**

Provider shall provide the services as specified in the Scope of Work and Performance Standards in Exhibit A, attached hereto and incorporated herein by this reference.

**2. Relationship of Parties / Independent Contractor**

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

**3. Term of Agreement**

This Agreement is effective upon execution through June 30, 2016, unless terminated

earlier in accordance with this Agreement.

#### **4. Compensation; Reimbursement**

##### **4.1 Maximum Financial Obligation**

The Parties agree that the maximum amount payable by County to Provider under this Agreement shall not exceed \$24,298.25. County does not guarantee a minimum payment to Provider.

##### **4.2 Payment / Invoices (Method of Payment)**

Payment will be made upon receipt of invoice within 30 days of execution of the Agreement and receipt of a certificate of insurance or an affidavit from the Provider of self-insurance indicating all limits and types of insurance coverages including a Blanket Fidelity Bond or Crime Insurance for advanced payment. Provider's invoices shall be submitted to County on a form or in a format approved by County.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments found necessary as a result of auditing shall be reimbursed back to the County in full.

##### **4.3 Electronic Payment**

Provider shall participate in the County's electronic payment system for payment of Provider's invoices.

##### **4.4 Budgetary 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.

##### **4.5 Payment Terms**

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Provider selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

<input type="checkbox"/>	2.25% 10 Net 45 (provides 35 days of cash acceleration)
<input type="checkbox"/>	2.00% 15 Net 45 (provides 30 days of cash acceleration)

<input type="checkbox"/>	1.75% 20 Net 45 (provides 25 days of cash acceleration)
<input type="checkbox"/>	1.33% 25 Net 45 (provides 20 days of cash acceleration)
<input type="checkbox"/>	1.00% 30 Net 45 (provides 15 days of cash acceleration)
<input checked="" type="checkbox"/>	Net 45 (full payment)

Note: Payment term will default to “Net 45 (full payment)”, if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Provider must have a registered account on the Ariba Network to utilize this functionality.

## 5. Termination

### 5.1 Termination for Cause

County may terminate this Agreement for cause upon 14 days’ written notice to Provider. For purposes of this Agreement, “cause” includes, but is not limited to, any of the following: (a) assignment, delegation, or subcontracting by Provider of this Agreement without the prior written consent of County, which County may withhold in its sole and absolute discretion, (b) violation by Provider of any applicable laws, rules, regulations, policies or procedures, (c) failure to respond to requests for information as required by this Agreement, and (d) any other material breach of this Agreement by Provider. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

### 5.2 Termination for Convenience

County may terminate this Agreement without cause by giving the Provider 30 days’ written notice.

### 5.3 Termination or Expiration of EMS Agreement

This Agreement is contingent upon the existence of a current 911 Emergency Medical Services Provider Agreement (“EMS Agreement”) between the County and the Provider. If the EMS Agreement is terminated or expires without a successor agreement in place, this Agreement shall automatically terminate concurrent with the termination or expiration of the EMS Agreement.

### 5.4 Notice of Termination

Upon receiving notice of termination of this Agreement or the EMS Agreement, Provider shall immediately cease incurring any expenses under this Agreement and shall terminate any pending orders or purchases of goods or services. County shall not reimburse Provider for any goods or services ordered or purchased after Provider receives or sends a notice of termination.

## **6. Indemnification and Insurance**

Provider shall comply with County's indemnification and insurance requirements as described in Exhibit B-2B, attached hereto and incorporated herein by this reference. Provider shall immediately notify County upon learning of any potential or asserted claim, liability, loss, injury or damage for which the Provider may be obligated to indemnify, defend or hold the County harmless pursuant to any provision of this Agreement.

## **7. Compliance with All Laws, Rules, Regulations, Policies and Procedures**

Provider shall comply with all applicable federal, state and local laws, rules, regulations, policies and procedures.

## **8. Non-Discrimination**

The County of Santa Clara is an equal opportunity employer. Provider shall comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. 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 Labor Code sections 1101 and 1102. Provider must 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 affiliation, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

## **9. Monitoring / Records**

### **9.1 Monitoring**

Provider shall permit the County and its authorized representatives to monitor Provider's performance of this Agreement. To the extent permitted by law, such monitoring may include, but not be limited to, audits and review of records related to this Agreement. Upon the County's request, Provider shall provide the County with access, through representatives of the Provider, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules. Monitoring by the County shall be permitted at any time during Provider's normal business hours upon no less than 10 business days advance notice and may occur up to one year following termination of the Agreement. Provider shall also provide to the County copies of any financial audits that have been completed during the term of the contract within one week of the completion of such audit.

Provider shall designate a project director/coordinator responsible for overseeing the performance of this Agreement, and serving as County's primary contact for

the purpose of monitoring this Agreement. Provider's project director/coordinator shall cooperate with the County's periodic review of Provider's performance. Provider shall notify County in writing of the designation of the project director/coordinator and of any change thereto.

**9.2 Maintenance and Availability of Records**

Provider shall maintain records including, but not limited to, service and financial records adequate to demonstrate that the project is achieving its purpose, that billing is accurate, that all applicable local, state, and federal laws, rules, regulations, policies and procedures are met, and that adequate internal fiscal controls are maintained. These records shall be made available to representatives of the County or State of California or federal government upon request. All records pursuant to this Agreement shall be maintained during the term of this Agreement and for a period of five (5) years from termination or expiration of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.

**9.3 California Public Records Act**

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Provider's proprietary information is contained in documents submitted to County, and Provider claims that such information falls within one or more CPRA exemptions, Provider 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 use its best efforts to provide notice to Provider prior to such disclosure. If Provider 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's deadline for responding to the CPRA request. If Provider fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

**10. Representations and Warranties**

**10.1 Conflict of Interest**

Provider 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, Provider 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. Provider further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Provider, including but not limited to Provider'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, Provider 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 Provider's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Provider's service to the County under this Agreement. Provider 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. Provider 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, Provider 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 laws and regulations listed in this subsection 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.

#### 10.2 Authority

Each individual executing this Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Agreement on that Party's behalf.

### **11. Assignment, Delegation, Subcontracting**

Provider may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement without the prior written consent of County, which County may withhold in its sole and absolute discretion. No assignment, delegation or subcontracting will release Provider from any of its obligations or alter any of its obligations to be performed under the Agreement.



## **12. Equipment**

### **12.1 Purchases of Equipment**

Provider must maintain a log of any equipment purchased with funds received pursuant to this agreement that includes a detailed description of the equipment purchased, the brand name, model number, serial number and its location.

### **12.2 Equipment Maintenance**

Provider is solely responsible for any storage, service, training, and maintenance costs associated with any equipment and supplies purchased as a result of this Agreement.

### **12.3 Ownership of and Responsibility for Equipment and Supplies**

Any equipment and supplies purchased under this Agreement shall be considered the property of Provider. Provider shall maintain and administer a sound business program for ensuring the proper use, maintenance, protection, insurance and preservation of equipment purchased under this Agreement. Provider may not sell, transfer or otherwise dispose of any equipment or supplies purchased under this Agreement without prior written approval by County, which may be withheld in County's sole and absolute discretion; provided, however, that the Provider may dispose of equipment without County's approval at the end of the equipment's useful life or if Provider can demonstrate that it will maintain the same capability provided by the equipment to be disposed. Provider shall take reasonable steps to ensure that all equipment and supplies purchased under this Agreement are made available for use pursuant to a bonafide request for mutual-aid or inter- agency disaster assistance.

## **13. Governing Law, Jurisdiction and Venue**

This Agreement shall be construed and its performance enforced under California law. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.

## **14. 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.

## **15. Notice**

Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

If to COUNTY:  
Santa Clara County EMS Agency  
Patricia Natividad  
Senior Management Analyst  
976 Lenzen Avenue  
San Jose, CA 95126

If to PROVIDER:  
City of Sunnyvale  
Chief Frank J. Grgurina  
Director of Public Safety  
700 All America Way  
Sunnyvale, CA 94086

Notice shall be deemed effective on the date 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.

**16. 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.

**17. Entire Agreement**

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

**18. Amendments**

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

**19. Survival**

All representations and warranties contained in Section 10 of this Agreement and in any instrument, certificate, exhibit, or other writing attached hereto and incorporated herein will survive the termination or expiration of this Agreement. In addition, Sections 6, 9, 12, and 13 shall survive termination or expiration of this Agreement.

**20. Severability**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **21. Wage Theft Prevention**

(1) Compliance with Wage and Hour Laws: Provider, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Provider and/or its Subcontractors: BY SIGNING THIS AGREEMENT, PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Provider or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Provider learns of such a judgment, decision, or order that was not previously disclosed, Provider must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Provider and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Provider to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County’s Right to Withhold Payment: Where Provider or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Provider until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José,

CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

## **22. 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.

## **23. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

### **Signed:**

County of Santa Clara:

City of Sunnyvale

\_\_\_\_\_  
Jenti Vandertuig, Director  
Procurement Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deanna J. Santana  
City Manager

\_\_\_\_\_  
Date

Approved as to Form and Legality:

Approved as to Form and Legality:

\_\_\_\_\_  
Jenny S. Lam  
Deputy County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
René G. Santiago  
Deputy County Executive

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
John Cookinham  
SCVHHS Chief Financial Officer

\_\_\_\_\_  
Date

Exhibits to this Agreement:

Exhibit A: Scope of Work and Performance Standards

Exhibit B2B: Insurance Requirements for Standard Service Contracts Between \$10,001 and  
\$50,000

## **Exhibit A – Scope of Work and Performance Standards**

### **Agreement between the County of Santa Clara and City of Sunnyvale for Fire Department Hardware to Support Santa Clara County Prehospital Care Policy 309**

#### **Project Areas**

##### **1. Fire Department Hardware to Support the Santa Clara County Prehospital Care Policy 309:**

Funds may be used to reimburse Provider for hardware or services that will support the Santa Clara County Comprehensive EMS Patient Care Data System:

- 1.1. Purchases may consist of desktop and laptop computers, connectivity, peripherals, and/or services. Such purchases must be preapproved by the County;
- 1.2. Provider shall place into service any hardware purchased pursuant to this Agreement by June 30, 2016;
- 1.3. Any desktop hardware purchased pursuant to this Agreement must be loaded with Field Bridge (Imagetrend) software and must meet the following minimum specifications:
  - 1.3.1 1 GHz Processor (non-Atom)
  - 1.3.2 2 GB RAM
  - 1.3.3 600 MB Available Hard Disk Space

##### **2. Fire Department Field Capture:**

Funds may be used to reimburse Provider for costs associated with the purchase of devices and supporting hardware required to meet field capture requirements for patient care records, as set forth in Santa Clara County Prehospital Care Policy 309: Comprehensive EMS Patient Care Data System. In order to receive reimbursement, Provider shall:

- 2.1. Procure field capture hardware that will enable the collection of patient care data at the patient's side. This may consist of tablets, laptops, or other remote data collection devices that support the Imagetrend Field Bridge project (or replacement for Field Bridge as authorized in advance by the EMS Agency). Field capture hardware purchased pursuant to this Agreement must meet the following minimum specifications:
  - 2.1.1 1 GHz Processor (non-Atom)
  - 2.1.2 2 GB RAM
  - 2.1.3 600 MB Available Hard Disk Space
  - 2.1.4 802.11 Wireless
- 2.2. Procure and place into service, field capture hardware that will transmit patient care data electronically from the scene of an EMS response to the server identified by the EMS Agency;
- 2.3. Procure field capture hardware for no less than 100% of 911 first response apparatus

operated by the organization;

- 2.4. Place into service any field capture hardware purchased pursuant to this Agreement by June 30, 2016;
- 2.5. Load the Imagetrend Field Bridge (or replacement for Field Bridge as authorized in advance by the EMS Agency) software on all field capture devices.

### **Performance Standards**

1. The EMS Agency will verify: 1) equipment has been purchased in accordance with the requirements of this Scope of Work; and, 2) field capture devices computers are effectively running the Field Bridge software.
2. Patient care data must be received by the Server consistent with Santa Clara County Prehospital Care Policy 309: Comprehensive Patient Care Data System.
3. Within 30 days of the end of the end of the fiscal year in which funds are spent, Provider shall provide documentation, sufficient to show compliance with the requirements set forth in this Scope of Work.
4. The Santa Clara County EMS Agency may conduct an onsite audit to ensure that the equipment was purchased according to the specifications of this Agreement.

INSURANCE REQUIREMENTS FOR  
STANDARD SERVICE CONTRACTS  
BETWEEN \$10,001 AND \$50,000

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.



## EXHIBIT B-2B (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 - \$500,000
  - b. General aggregate - \$500,000
  - c. Products/Completed Operations aggregate - \$500,000
  - d. Personal Injury - \$500,000
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

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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 hundred thousand dollars (\$100,000) 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 hundred thousand dollars (\$100,000) 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.

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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.