

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

Purchase Order Number:	4400008146	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	5/26/2022
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Maximum Financial Obligation (Prior to this Amendment):	\$ 20,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 65,000.00
Current Agreement End Date:	6/30/2022	New Agreement End Date:	6/30/2023

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	0202	5255100	3850	45,000		GB202NCAPI
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Center for Innovation and Resources, Inc. (CIR)
Contact Person:	Sonia Sandoval-Edinger
Street Address *:	301 Science Dr., Suite 200
City, State, Zip *:	Moorpark, CA 93021
Telephone Number *:	707-992-0823
Email Address *:	sonia.sandoval-edinger@cirinc.org
SCC Vendor Number (As Assigned In SAP):	1047139

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






REQ# 40033269

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

County of Santa Clara		
Agency / Department:	Office of the District Attorney	Department Number: 0202
Program Manager or Contract Monitor Name:	Jennifer Puthoff	
Street Address:	455 O'Connor Dr., Suite 150	
City, State, Zip:	San Jose, CA 95128	
Telephone Number:	669-299-8809	
Fiscal Contact (Accounts Payable Contact):	Valerie Du	
Contract Preparer:	Sarah Scavio	

Signatures

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

Agency/Department Manager:	DocuSigned by:  72AF84C8-8C5D-4C96-8938-1A2853EFC85E...	Date:	5/12/2022
Agency/Department Fiscal Officer:	DocuSigned by:  72AF84C8-8C5D-4C96-8938-1A2853EFC85E...	Date:	5/12/2022
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	DocuSigned by:  04B390D139AC423... 53E88AB0D79D475...	Date:	5/12/2022
Contractor:	DocuSigned by:  C0D248B11D39487...	Date:	5/12/2022
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by:  66FE20FA1926480...	Date:	5/26/2022
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

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Reason(s) for Amending the Service Agreement

Amend Term of Agreement

The term of this agreement shall be amended from June 30, 2022 to June 30, 2023.

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

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

Or see Attachment A-1 as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 20,000
B.	Amount of increase or decrease: (Explain below)	\$ 45,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 65,000

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

Additional trainings will be provided.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

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Amend Standard Provisions

Or see Attachment ^C_____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment_____

Other (please explain below)

Or see Attachment ^D_____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 0
Financial obligation in current fiscal year:	\$ 20,000
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 65,000

Insurance



Insurance does not require changes



Insurance Exhibit is replaced by Exhibit B_____ attached and incorporated by this reference.

Section V: Contract Specifics

Section A, titled Service Description and Expected Outcome (Scope of Services), shall be amended to add the following:

In addition to contractor providing an in-person 4-day Child Forensic Interview Training (CFIT), contractor shall provide:

- A second CFIT in August 2022, to the Children’s Advocacy Center (CAC) of Santa Clara County staff
- Three 1-day in-person Minimal Fact Finding Trainings (MFFT) to a maximum of 50 attendees. All three trainings shall be completed by December 31, 2022.

The exact dates and times for these trainings will be mutually agreeable by both parties.

1. Contractor’s responsibilities as to the second CFIT training and the three MFFT trainings shall include the following:
 - a. Coordinate training logistics with Santa Clara County;
 - b. Provide one staff on the day of the training to handle event registration, materials, equipment and logistics;
 - c. Provide confirmation materials electronically to those registered;
 - d. Provide sign-in sheets and related registration materials;
 - e. Duplicate training materials as needed;
 - f. Provide Continuing Education Units (CEUs) for Marriage and Family Therapists (MFT) and Licensed Clinical Social Workers (LCSWs) at an extra cost of \$45 to the interested participants.
2. County’s responsibilities as to the second CFIT training and the three MFFT trainings shall include the following:
 - a. Provide the training site and all associated facility costs.
 - b. Assign a point of contact for contractor regarding training details and coordination. Point of contact will be responsive to communications from contractor in a timely manner.
 - c. Promote the event to appropriate potential attendees and ensure participant registrations are provided to contractor at a minimum of one week prior to the event date.

Section B, titled Deliverables, Milestones, and Timeline for Performance shall be amended to add the following:

Deliverables shall be considered met, upon successful completion of 1 CFIT in August 2022 and three MFFTs that must be completed by December 31, 2022. These dates are subject to change by mutual agreement of both parties.

Section C, titled Performance Standards, shall be amended to add the following:

5. Contractor shall be responsible for ensuring that any subcontractors/subject matter experts providing the trainings perform the training in a competent manner.

Section D, titled Payment Schedule, shall be removed in its entirety and replaced with the following:

For CFIT:

- a. The compensation paid to Contractor for the CFIT must not exceed \$16,825.00. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.

For MMFT:

- a. The compensation paid to Contractor for the first MMFT must not exceed \$9,436. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.
- b. The compensation paid to Contractor for the second MMFT must not exceed \$7,906. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.
- c. The compensation paid to Contractor for the third MMFT must not exceed \$7,906. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.

Attachment C - Amend Standard Provisions

Section W, titled COVID-19 REQUIREMENTS shall be added to Section VI: Standard Provisions:

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Exhibit C. Contractor shall comply with the requirements of this Section for the entire term of this Agreement. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

Attachment C

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Revised January 4, 2022)**

Contractor Information:

Contractor name:	Name of Contractor representative:
Center for Innovation and Resources, Inc	Sonia Sandoval-Edinger
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Contractor phone number:	Contractor email address:
707-992-0823	sonia.sandoval-edinger@cirinc.org
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Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor’s employees working at County facilities, including but not limited to the requirements in the County’s memorandum regarding COVID-19 Vaccine Requirement for County Personnel (“County Vaccine Policy”), the County’s memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor has also reviewed and is in compliance with the State of California’s July 26, 2021 Public Health Order and December 22, 2021 Public Health Orders. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor’s workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and, as of January 24, 2022, up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**

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

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
 - b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health’s Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible, to any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor’s requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible may not work in higher-risk settings at County facilities.³
4. If any of contractor’s workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.

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² If contractor sends workers who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible, it is contractor’s obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

³ “Higher-Risk Settings” are those identified in the Order of the Health Officer of the County of Santa Clara Requiring Up-to-Date COVID-19 Vaccination of Personnel in Higher-Risk Settings, *available at: <https://covid19.sccgov.org/december-28-2021-booster-health-order>*. There are certain high-risk roles and high-risk areas that are not within higher-risk settings. Regardless of exemption status, effective no later than February 1, 2022, County personnel are not permitted to work in these high-risk roles and high-risk areas if they are not fully vaccinated and, as of January 24, 2022, up-to-date.

- Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

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

Sonia Sandoval-Edinger

Executive Director

Name of authorized representative of
Contractor

Title

DocuSigned by:

Sonia Sandoval-Edinger

5/18/2022

Signature

Date

ATTACHMENT D – Additional Terms

Federal Victims of Child Abuse (“VOCA”) funds are awarded to the County of Santa Clara District Attorney’s Office to be used for this contract. All parties are responsible for reviewing and adhering to the provisions of the National Children’s Alliance Grant Program (“NCA”) Guidelines and any other applicable federal guidelines. Additional requirements are as noted below:

- a. Contractor shall comply with the Energy Policy and Conservation Act.
- b. Contractor shall retain all records for three years after all payments are made and all other pending matters are closed.
- c. DAO is required to meet reporting requirements set forth by the awarding agency.