

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

Purchase Order Number:	4400008146	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 65,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 69,980.00
Current Agreement End Date:	6/30/2023	New Agreement End Date:	12/31/2023

For County Use Only – SAP**RETROACTIVE**

	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	4,980		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# 40033971

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):	Mei-Ching Hsiao	
Contract Preparer:	Sandra Gamino	

Signatures

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

Agency/Department Manager:	DocuSigned by: <i>Jeff Rosen</i>	Date:	9/2/2022
Agency/Department Fiscal Officer:	DocuSigned by: <i>Mei-Ching Hsiao</i>	Date:	9/2/2022
County Council Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	DocuSigned by: <i>Shana Heller</i>	Date:	9/2/2022
Contractor:	DocuSigned by: <i>Sonia Sandoval-Edinger</i>	Date:	9/2/2022
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by: <i>Chanthy Sivongxay</i>	Date:	9/14/2022
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

This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement

Amend Term of Agreement

The term of this agreement shall be amended from June 30, 2023 to December 31, 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)	\$ 65,000
B.	Amount of increase or decrease: (Explain below)	\$ 4,980
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 69,980

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

Additional trainings

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

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 20,000
Financial obligation in current fiscal year:	\$ 49,980
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 69,980

Insurance

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B^{-2A} _____ attached and incorporated by this reference.

Section V: Contract Specifics

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

This Agreement is between the County of Santa Clara (“County”) Office of the District Attorney (“DAO”) and the Center for Innovation and Resources, Inc. (CIR) (“Contractor”) (together, the “Parties” and each a “Party”). Contractor agrees to provide the following:

1. CFIT (California Forensic Interview Training) is a 32-hour, 4-day course for up to 24 participants. The training can be hosted online or in person and offered Tuesday, August 16 - Friday, August 19, 2022, for the Children’s Advocacy Center (CAC) Multidisciplinary Team Partners (MDT), including thirteen local law enforcement agencies across Santa Clara County.
2. Interview Techniques: From Rapport Building to Allegation, is a two-day introductory course for up to 30 participants and intended for social workers from the Department of Family and Children’s Services (DFCS) and offered once in Fall 2022 and once in Winter 2022. This course will provide an introduction to child interviewing techniques based on the California model for forensic interviewing. The training will cover the following topics: Overview of the multidisciplinary team model; Interviewer responsibilities Interview models and techniques; Language and cognition development as it applies to interviewing children; Dynamics of disclosure; and Special topics including interviewing small children, adolescents, and children with special needs The training will consist of a combination of lecture, experiential exercises, role-play activities, and videos of actual interviews. Course can be offered on-line and or in person.
3. CAC Leadership & Accreditation Training offered in FY22 Q1 (8/23 & 9/20) and FY22 Q2 (11/15 & 12/6) is intended for CAC Multidisciplinary (MDT) Leaders and for up to 50 participants. Each training is 20 hours and may be available online and or in person. The training/facilitation will provide an overview of National Children’s Alliance (NCA) accreditation standards, how MDT members are involved in the accreditation process for the CAC and their role. Training will also cover how MDTs can coordinate their efforts for more successful outcomes for children; how MDT members balance agency commitment with team commitment; opportunities to improve investigative process and working relationships. The training is intended to prepare the CAC to develop a workplan towards achieving accreditation within 2.5 years including advancing protocols and the development of their vision and mission.
4. Peer Review Coaching (8/23-12/20). Direct Coaching and Technical Assistance provided to the Forensic Interviewer at the CAC with a focus on building the practical knowledge and skills to host and conduct a quality Peer Review Process for Forensic Interviewers in the County per the National Children’s Alliance accreditation standards for CACs. Technical Assistance and training will support Child Interview Specialists and MDT

Partners with an opportunity to review forensic interviews, discuss specific interview techniques, provide feedback regarding the quality of documentation, and review relevant research. Goals of Forensic Interview Peer Review are to provide CAC Forensic Interviewers and MDT Professionals with the opportunity to discuss forensic interviews and provide feedback regarding those interviews in cases of suspected child abuse or neglect; To increase the knowledge of forensic interviewers at Children's Advocacy Centers nationally; To enhance the quality of documentation of forensic interviews in cases of suspected child abuse; and Provide forensic interviewers the opportunity to network with other interviewers. Technical assistance for the Peer Reviews are conducted online and/or in person and for up to 24 participants for a total of 6 hours (three peer review coaching sessions 2 hours per session). The exact dates and times for coaching/case reviews will be mutually agreeable by both parties.

In accordance with Public Health orders, and based on agreement by both parties, trainings may be conducted online rather than in person. The exact dates and times of trainings may be adjusted as necessary and as agreed to by both parties.

Contractor Responsibilities:

1. Contractor shall perform the agreed-upon services in a competent and expedient manner. Contractor must immediately inform the County should problems arise that prohibit Contractor from performing the services in such a manner.
2. Contractor shall be responsible for ensuring that any subcontractors/subject matter experts providing services perform the services in a competent manner.
3. Contractor shall perform services as scheduled and agreed-upon with the County.
4. Contractor shall maintain written documentation, project information, and records relevant to the services provided and must make this information available for review by the County within three business days of any County requests to review.
5. Contractor's responsibilities as to the CFIT training in August 2022 and the two Advanced Interview Technique trainings shall include the following:
 - a. Coordinate training logistics with the County;
 - b. Provide one staff on the day of the training to handle event registration, materials, equipment, and logistics;
 - c. Contract and work with subject matter experts who will present the training;
 - d. Create an electronic version of a promotional flyer for distribution by the County;
 - e. Manage online registrations;
 - f. Provide confirmation materials electronically to those registered;
 - g. Provide sign-in sheets and related registration materials;

- h. Duplicate training materials as needed;
 - i. Collect evaluation forms and share with the County and trainers;
 - j. 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;
 - k. Provide Peace Officer Standards and Training (POST) credit for law enforcement; and
 - l. Provide videotaped role plays to each participant following the training event.
6. Contractor's responsibilities as to the Accreditation Training FY22 Q1 (8/23 & 9/20), Accreditation Training FY22 Q2 (11/15 & 12/6) and Peer Review Coaching include:
- a. Contracting with Subject Matter Expert who will provide the training, case review and coaching;
 - b. Tracking dates of work completed; and
 - c. Processing of invoices that will be submitted after each event or, at minimum, monthly.

County's Responsibilities:

- 1. County's responsibilities as to the CFIT training in August 2022 and the two Advanced Interview Technique 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; and
 - 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.

B. Deliverables, Milestones, and Timeline for Performance

Deliverables shall be considered met, upon successful completion, including coordination and delivery, of CFIT in August 2022, 2-Day Training (Advance "Interview Techniques") in Fall and Winter 2022, Accreditation Training FY22 on 8/23 and 9/20 (Q1) and on 11/15 and 12/6 (Q2), and Case Review and Coaching in August 2022 through December 2022.

C. Performance Standards

- 1. Contractor shall perform the agreed-upon services in a competent and expedient manner. Contractor must immediately inform the County should problems arise that prohibit Contractor from performing the services in such a manner.
- 2. Contractor shall be responsible for ensuring that any subcontractors/subject matter experts providing the trainings perform the training in a competent manner.

3. Contractor shall perform services as scheduled and agreed-upon with the County.
4. Contractor shall maintain written documentation, project information, and records relevant to the services provided and must make this information available for review by the County within three business days of any County requests to review.

D. Payment Schedule

CFIT	16,250.00
Leadership & Accreditation Training FY22 Q1 (8/23 & 9/20) - \$2,875 Leadership & Accreditation Training FY22 Q2 (11/15 & 12/6) - \$2,875	5,750.00
Peer Review Coaching \$250/hr (6 hours) - \$1,500 15% admin rate (\$1500 x 15%) = \$225 (reduce to \$208 to be within grant budget)	1,708.00
2-Day Training DFCS (Advance "Interview Techniques) #1	13,853.00
2-Day Training DFCS (Advance "Interview Techniques) #2	12,419.00
	49,980.00

For CFIT:

- a. The compensation paid to Contractor for the CFIT must not exceed \$16,250.00. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.

For CAC Leadership and Accreditation Trainings:

- a. The compensation paid to Contractor for the first training must not exceed \$2,875. 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 training raining must not exceed \$2,875. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.

For Advance “Interview Techniques” Training:

Attachment A-1
Contract Specifics, Section V
CIR – Child Forensic Interview Training

- a. The compensation paid to Contractor for the first training must not exceed \$13,853. 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 training must not exceed \$12,419. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.

For the Peer Review Coaching August 2022-December 2022:

- a. The compensation paid to Contractor must not exceed \$1,708. This is for total of 6 hours and 15% administrative fee. Upon successful completion, contractor shall submit an invoice, for the entire amount, to DAOAccountsPayable@dao.sccgov.org.

EXHIBIT B-2A (Revised)

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

EXHIBIT B-2A (Revised)

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$1,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

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

Additional Insured Endorsement, which shall read:

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

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

EXHIBIT B-2A (Revised)

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

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one 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.

EXHIBIT B-2A (Revised)

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

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

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