

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

Purchase Order Number:	4400008146	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	12/29/2022
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Maximum Financial Obligation (Prior to this Amendment):	\$ 69,980.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 109,980.00
Current Agreement End Date:	12/31/2023	New Agreement End Date:	3/1/2025

**For County Use Only – SAP**

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<b>Line 1</b>	H	0202	5255500	9856	22,750.00		999999
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						

**Parties to Agreement**

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

**Contractor**

Contractor Name (As Displayed In SAP):	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


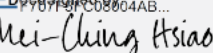
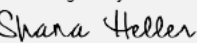


REQ# 40034481

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

<b>County of Santa Clara</b>		
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:	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:  Jeff Rosen	Date:	12/28/2022
Agency/Department Fiscal Officer:	DocuSigned by:  Mei-Ching Hsiao	Date:	12/22/2022
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:  Shana Heller	Date:	12/22/2022
Contractor:	DocuSigned by:  Sonia Sandoval-Edinger	Date:	12/22/2022
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by:  Chanthavy Sivongxay	Date:	12/29/2022
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 December 31, 2023 to March 1, 2025.

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

Amend Contract Specifics

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

Or see Attachment A-3 as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 69,980
B.	Amount of increase or decrease: (Explain below)	\$ 40,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 109,980

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

Additional trainings are needed.

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

# COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

## This is an amendment to an existing agreement

Amend Standard Provisions

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

Other (please explain below)

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

### Contract History

Total financial obligation from prior fiscal year(s):	\$ 69,980
Financial obligation in current fiscal year:	\$ 40,000
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 109,980

### Insurance

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B<sup>-2</sup> \_\_\_\_\_ 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”). The provision of all services, including the dates and times of services, will be mutually agreed to by both parties. Subject to agreement between the parties, Contractor will provide the following services:

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 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 others who may require such training. 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: is intended for CAC Multidisciplinary (MDT) Leaders, and others who may require such training, 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 and 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: 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).

In accordance with Public Health orders, and based on agreement by both parties, trainings may be conducted online rather than in person.

#### 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 trainings and the 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 Trainings 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 trainings and the 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 each mutually agreed to training/course/service.

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

The following fees shall apply to each training provided:

CFIT	\$20,000
Leadership & Accreditation Training	\$2,875
Peer Review Service	\$250 per hour plus a 15% administrative fee
2-Day Training (Advance "Interview Techniques)	\$14,500

For CFIT:

- a. The compensation paid to Contractor for the CFIT must not exceed \$20,000. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to [DAOAccountsPayable@dao.sccgov.org](mailto:DAOAccountsPayable@dao.sccgov.org).

For CAC Leadership and Accreditation Trainings:

- a. The compensation paid to Contractor for the 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](mailto:DAOAccountsPayable@dao.sccgov.org).

For Advance "Interview Techniques" Training:

- a. The compensation paid to Contractor for the training must not exceed \$14,500. Upon successful completion of this training, contractor shall submit an invoice, for the entire amount, to [DAOAccountsPayable@dao.sccgov.org](mailto:DAOAccountsPayable@dao.sccgov.org).



For the Peer Review Service:

- a. The compensation paid to Contractor must not exceed \$250 per hour plus a 15% administrative fee. Upon successful completion, contractor shall submit an invoice, for the entire amount, to [DAOAccountsPayable@dao.sccgov.org](mailto:DAOAccountsPayable@dao.sccgov.org).

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR  
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

EXHIBIT B-2 (revised)

C. Notice of Cancellation

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

D. Insurance Required

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

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

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

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

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

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

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

EXHIBIT B-2 (revised)

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

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

EXHIBIT B-2 (revised)

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

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

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

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

**Contractor Information:**

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

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

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

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

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




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

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

Sonia Sandoval-Edinger  
 \_\_\_\_\_  
 Name of authorized representative of Contractor

Executive Director  
 \_\_\_\_\_  
 Title

  
 \_\_\_\_\_  
 Signature

12/19/22  
 \_\_\_\_\_  
 Date

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



### **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.