



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Community Solutions		
Purchase Order Number:			
Agency/Department Name:	Office of the District Attorney	Department Number:	0202
Brief Description of Services	California Governor's Office of Emergency Services (CalOES) County Victim Services (XC) grant-funded support and advocacy response services for domestic violence and sexual assault victims.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$90,000.00
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Term of Agreement

[REQ#40032375](#)

Start Date: 01/01/2022	End Date: 12/31/2022
Note: When left blank, start date will be the date executed by Authorized County Representative.	

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	0202	5255500	3845	\$90,000.00	FY22	GB202VSG00
Line 2	H	0202	5255500	3845	\$0.01	FY23	GB202VSG00
Line 3	Select						
Line 4	Select						
Line 5	Select						



**COUNTY OF SANTA CLARA
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SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. 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)	Community Solutions				
Contact Person:	Perla Flores				
Street Address*:	9015 Murray Ave., Suite 100				
City*:	Gilroy	State:	CA	Zip:	95020
Telephone Number*:	408-942-7138				
Email Address*:	perla.flores@communitysolutions.org				
SCC Vendor Number: (As Assigned in SAP)	1002543				

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

COUNTY OF SANTA CLARA

Agency/Department:	Office of the District Attorney				
Program Manager/Contract Monitor Name:	Jennifer Puthoff				
Street Address:	455 O'Connor Drive, Suite 150				
City:	San Jose	State:	CA	Zip:	95128
Telephone Number:	Phone: 669-299-8809 Mobile: 669-297-2572				
Fiscal Contact: (Accounts Payable Contact)	Valerie Du				
Contract Preparer:	Samantha Ov				



**COUNTY OF SANTA CLARA
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SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by: <i>Jeffrey Rosen</i> F707F5FC08004AB...	Date:	12/20/2021
County Agency/Department Fiscal Officer:	DocuSigned by: <i>Mei-Ling Hsiao</i> 04B390D139AC423...	Date:	12/20/2021
County Counsel Approval as to Form and Legality	DocuSigned by: <i>Karun Tilak</i> B35AE471989D482...	Date:	12/19/2021
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by: <i>Erin O'Brien</i> BE50EDADBDC046B...	Date:	12/17/2021
County Authorized Representative:	DocuSigned by: <i>Marlon Paulo</i> B6C2486275434D4...	Date:	12/27/2021
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
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 Acting Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



**COUNTY OF SANTA CLARA
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SECTION IV: 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?	Yes
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— answer NO .	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.) Enter below the business license number and the city/entity where issued.	No
Bus. License #:	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 <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , 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.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>

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:		Dept. Fiscal Officer's Signature:	<p>DocuSigned by: Mei-Ching Hsiao 04B390D139AC423...</p>
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**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

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

[Empty space for service description and expected outcome]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	incorporated by this reference.
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B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

[Empty space for deliverables, milestones & timeline for performance]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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**COUNTY OF SANTA CLARA
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C. PERFORMANCE STANDARDS

[Empty space for performance standards]

Or See Attachment: A Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes
No

[Empty space for payment schedule details]

Or See Attachment: A Incorporated by this reference.



**COUNTY OF SANTA CLARA
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SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

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

C. CONFLICTS OF INTEREST

Contractor 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, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor'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, Contractor 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 Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] 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 18700.3), as part of Contractor's service to the County under this Agreement. Contractor 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. Contractor 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, Contractor 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 applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C 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.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



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F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

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

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

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

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



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O. 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.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



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S. COUNTY DATA

(1) **Definitions:** "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information 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.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

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 Contractor 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 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. Contractor must have a registered account on the Ariba Network to utilize this functionality.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

U. 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.

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

<input checked="" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)
Insurance Exhibit Name:	B-2A: STANDARD SERVICE CONTRACTS BETWEEN \$50,001 AND \$100,000



COUNTY OF SANTA CLARA SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<p>Workers Compensation: Does the contractor have employees?</p> <p>If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</p>	Yes
<p>Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.</p>	Yes
<p>Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.</p>	Yes
<p>Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?</p> <p>If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</p>	Yes

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

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

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

A. Federal Required Language Attached

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

Exhibit Name:

B. State Required Language Attached

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

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

Exhibit Name (s)

The Exhibits named above are attached and incorporated by this reference.

Section V: Contract Specifics
Children's Advocacy Center (CAC) Scope of Work – XC Grant

A. PROGRAM OVERVIEW

The Santa Clara County Children's Advocacy Center (CAC) serves an important role in preventing, identifying, and prosecuting child abuse. The multidisciplinary team approach brings together under one umbrella all the professionals and agencies needed to offer comprehensive services: law enforcement, child protective services, prosecution, mental health, medical, and victim advocacy.

Comprehensive, coordinated victim support and advocacy services are provided to children and families through various funding streams.

Community Based Advocacy services are provided at the CAC through the initial investigation, follow up services, and prosecution (if any) for all child sexual abuse cases. Advocacy services are provided to all victims and supportive family members regardless of their financial background or ability to pay. Children and families in crisis need assistance in navigating the multiple systems involved in the CAC response such as law enforcement, child protection, prosecution, medical and mental health services. Specialized victim support and advocacy will reduce trauma to children, improve outcomes of investigations and prosecutions, and provide critical support and crisis intervention to the supportive parent/guardian.

Community Based Advocates are staffed by the YWCA of Golden Gate and Community Solutions. All of the Community Based Advocates that support the CAC are state certified confidential rape crisis advocates that have completed a minimum of 40 hours training pursuant to California Evidence Code (E.C.) 1035.2 and are an employee or volunteer of a Rape Crisis Center receiving California Governor's Office of Emergency Services (Cal OES) Rape Crisis Program funding. Additionally, our Community Based Advocates qualify as confidential Domestic Violence counselors per California Evidence Code Section 1037-1037.8; and Human Trafficking case workers per California Evidence Code Section 1038.2.

Community Based Victim Advocates have a unique role at the CAC providing a trauma-informed approach to help victims and their families understand the dynamics of traumatic experiences as well as their natural capacities to heal. This empowerment/educational focus supports victims to gain access to innate capacities to function in daily life through stressful times, identifying available internal resources as well as external resources in their families, cultures, and communities (to include the multi-systems response to victimization).

1. PROGRAM PRINCIPLES

The principles of the Community Based Victim Advocates at the Children's Advocacy Center of Santa Clara County are as follows:

- a. Help educate and guide children and family members in the aftermath of their crisis and trauma;
- b. Provide access to needed information, services, and support in their pursuits of healing and justice thoughtful discourse, and advocate for clients;
- c. Promote strong families and safe children;
- d. Ensure that every family will be empowered to develop their own strengths and capacities;
- e. Honor the unique strengths and potential of each family through respect;
- f. Share decision making and responsibility for child safety and well-being;
- g. Promote family engagement;
- h. Build the relationship between the family and the multi-disciplinary members to develop a shared understanding of common goals to achieve better outcomes for children and families;
- i. Ensure that practice approaches and services are culturally sensitive and specific to the needs of the family;
- j. Identify available resources and supports for the family;
- k. Measure program results, ensure fidelity, and include an embedded evaluation processes; and
- l. Provide services that are supportive, safe, and culturally responsive.

2. TARGET POPULATION

- a. Contractor will provide Community Based Victim Advocacy services for children (ages 0 and up to age 18) in Santa Clara County who have experienced sexual assault and abuse and for their immediate family members and or caregivers. Referrals for services at the CAC will be through the County of Santa Clara Department of Family Children's Services (DFCS), Law Enforcement, District Attorney's Office (DAO), CAC Medical Clinic, or self-referrals from families or youth at the CAC.
- b. Referrals for long-term case management services for youth and caregivers living in South County (Zip codes include 95020, 95037, 95046 and San Benito County) will be managed through Community Solutions and for families and youth living outside of South County will be referred to the YWCA Golden Gate Silicon Valley.
- c. Knowing that many of the children, youth and families who are referred to the CAC may experience poly-victimization such as physical abuse, exploitation, domestic violence, and exposure to family violence long term case management and referrals for services supporting families will not be limited to victims of sexual abuse or assault.

B. SERVICE DELIVERABLES

1. Contractor shall provide Community Based Victim Advocacy services that include, but are not limited to¹:
 - a. Crisis assessment and intervention, risk assessment and safety planning and support for children and family members at all stages of involvement with CAC;
 - b. Assessment of individual needs, cultural considerations for child/family and ensure those needs are addressed;
 - c. Provide advocacy, accompaniment and support during the initial disclosure/interview and forensic medical exam to child sexual abuse victims and their non-offending family members as needed;
 - d. Provision of education and access to victim's rights and crime victim's compensation benefits;
 - e. Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance etc.);
 - f. Provision of referrals for trauma focused, evidence –supported mental health and specialized medical treatment (per National Children's Alliance (NCA) minimum standards for mental health providers);
 - g. Coordinated case management meetings with all individuals providing victim advocacy services;
 - h. Develop and maintain confidential client files;
 - i. Collect and compile data and material for review and analysis;
 - j. Ensure the Victims of Crime Act (VOCA) grant compliance and accuracy;
 - k. Maintain a working relationship with local victim advocate programs and shelters;
 - l. Attend and participate in professional group meetings;
 - m. Attend training meetings to stay abreast of new trends and innovations in the field of victim advocacy and resources.

2. Contractor further agrees:
 - a. to protect confidentiality of their clients outlined in their own agency policies and procedures and in accordance with all applicable local, state, and federal law.
 - b. that advocacy services will be made available and accessible to all CAC clients regardless of ability to pay;
 - c. that, as mandated reporters, Contractors and their staff will report all suspected cases of child sexual and severe physical abuse to state/local office of child protection; and
 - d. to provide the youth and family members with survey questionnaires at discharge to measure client satisfaction with rendered services, program fidelity.

3. LOCATION AND HOURS OF SERVICE
 - a. Contractor shall provide services Monday through Friday, primarily during the hours of 8:30 a.m. to 5:00 p.m. at the CAC located at 455 O'Connor Drive, San Jose. CA 95128, Suite 150.

¹ More than one Community Based Victim Advocate may perform the below functions at different points throughout a case. However, Contractor must ensure continuity and consistency in service delivery.

- i. Contractor may stagger their staffing and/or adjust their hours to include evening, after hours, or weekends to best meet the needs of clients being served at the CAC.
 - ii. If the Contractor *is not* available during normal business hours, Contractor will notify the CAC Program Manager and arrange for the appropriate staffing at the CAC during regular business hours.
- b. Contractors will offer after-hours and weekend advocacy services via an on-call system to serve families at the CAC as well as provide support to families and youth with an immediate need or crisis. For on-call Community Based Victim Advocates responding to the CAC through YWCA, the on-call response time is within 30 minutes.
 - c. Contractors will offer services on a 24-hour, seven-day per week basis via a crisis line.

4. PROVISION OF SERVICES

- a. Referrals
 - i. CAC staff is responsible for making the initial referral notifying Contractor of the case information, time & location of the forensic interview and or medical exam.
- b. Contractor's Responsibilities
 - i. The Contractor's role during the examination process is not investigatory.
 - ii. Upon meeting the family, the Contractor's Community Based Victim Advocates will explain their role and will inform the Parent/Guardian that they are also a Mandated Reporter.
 - iii. The Contractor will have the family² complete a written consent form in their primary language as well as provide the family with their agency's brochure and CAC Program Materials including, but not limited to, the CAC Caregiver Handbook, California Victim Compensation Board (CalVCB) Application and list of local behavioral health resources and materials.
 - iv. After a forensic interview or medical exam, Contractor's Community Based Victim Advocates will conduct follow up calls and make at least three attempts to contact families.
 1. During the follow up, Contractor's Community Based Victim Advocates will consult with DFCS staff and the DAO Victim Advocates to ensure non-duplication of efforts, to exhaust all victim services available, and to ensure criminal justice notifications under Marsy's Law are maintained.
- c. Contractor's Community Based Victim Advocates are responsible for making the initial referral or warm hand-off to a long-term Case Manager at either the YWCA,

² For Sexual Assault Forensic Exams (SAFE) and for youth over the age of 12, youth may consent to release their own records regarding sexual assault.

- Community Solutions (and when appropriate DFCS) for services for the child and supportive family member.
- d. Contractor agrees to ensure timely response for referrals for long term case management and will respond to clients within seven days from receiving the initial referral.
 - e. Contractor agrees to monitor service referrals for case management, including monitoring waitlist for therapy as well as issues that may arise concerning access and client engagement.
 - f. Contractor will report to CAC Program Manager and CAC Multi-Disciplinary Case Review team on the outcomes associated with these referrals including any service delivery barriers.
 - g. The Contractor agrees to exercise reasonable efforts to obtain a release of information, when legally required, from the legal guardian for cases referred to them by the CAC in an effort to share confidential information relevant and essential to the Case Review and or referring agency.
 - h. The Contractor Program Director or Manager will participate in quarterly Leadership meetings and subcommittees, as needed, and provide consultation, expertise, and input on victim advocacy.
 - i. The Contractor shall attend scheduled Multi-Disciplinary Case Review in order to provide Victim Advocacy and trauma-informed perspectives on case discussions and share relevant case information and treatment progress outcomes in accordance with privilege and confidentiality laws and relevant case law, as well as the perspectives on child trauma and evidence-based treatment practices.
 - j. Contractor will provide CAC with updated agency contact information and work schedules roster as needed for staffing. Updated information includes work hours, email, and phone numbers.
5. DAO Responsibilities
- a. The DAO Victim Advocates at the CAC will work with the Contractor to provide information about victim compensation, assist with completing the application and submission of the applications to the state (CalVCB).
 - b. The CAC Program Manager is responsible for notifying the Contractor of regularly scheduled Multi-Disciplinary Case Review meetings conveyed as part of a Multi-Disciplinary Team under Penal Code § 11166.4 and Welfare & Institutions Code § 18961.7.

6. WRITTEN MATERIALS

- a. Contractor to provide CAC brochures and/or pamphlets available to inform families about the availability of the services and the assistance provided to families through these services.
 - i. Brochures and/or pamphlets shall be provided in multiple languages.
 - ii. CAC brochures and pamphlets are to be approved by the CAC Program Manager.
 - iii. Contractor agency brochures and pamphlets should be revised as needed to ensure information is accurate and up to date, including contact information, website and hours and operation of services.
- b. Contractor will provide families with any legally required written consent forms in their preferred language.

C. PERFORMANCE STANDARDS

1. CULTURAL SENSITIVITY

- a. Contractor will participate in and provide access to a network of culturally sensitive services. Cultural sensitivity is defined as services and staff that are responsive to the religious, regional, ethnic, social, linguistic, gender and sexual orientation needs of the family and child;
- b. Contractor will maintain a sufficient level of culturally sensitive staff to effectively carry out program activities for the cultural group(s) they serve. Staffing must reflect the culturally diverse religious, regional, ethnic, social, linguistic, gender and sexual orientation characteristics of the clients served;
- c. Contractor must serve and be deeply embedded in the community in Santa Clara County. “Deeply embedded” is defined as having the knowledge of the community being served and the ability to quickly link the target population to both informal and formal support networks that are culturally sensitive to the family’s own community.
- d. Contractor must maintain a high proficiency level in the cultural group(s) they serve. This includes the unique needs of immigrant families, youthful parents, parents struggling with mental health, developmental delays, substance abuse issues, battling domestic violence and those parents who have children 0 to 18 years of age with behavioral, medical, developmental, or mental health concerns.
- e. Contractor will ensure that Community Based Victim Advocates at the CAC have proficiency in language abilities specific to the cultural group(s) they serve. Contractor should have the ability to utilize language translation services as needed to serve all languages within their identified population.
- f. Additionally, to improve the care and services to Lesbian, Gay, Bisexual, Transgender, Questioning and Intersex (LGBTQI) children, youth and families,

Contractor will ensure service delivery in a manner that promotes the healthy development of SOGIE (Sexual Orientation and Gender Identity and Expression). A healthy development of SOGIE is universal, normative, and essential to well-being.

2. CLIENT RECORDS

- a. Contractor will maintain a written and/or electronic individual file on each client, including but are not limited to the consent form in the family's language, document all contacts, interventions, services, and the family's progress within assigned service/program.
 - i. The client case file is to include consent forms in the preferred client language, intake and release of information, service tracking form and any relevant client/program information.
- b. Client's right to confidentiality.
 - i. The CAC and the Contractor agree that all victim advocacy records are the property of the Contractor.
 - ii. Forms will be maintained in the client's file in a secure location at the CAC or Contractor's Office.
- c. Contractor will maintain data for clients that includes the total number of unduplicated families served. Additional data shall include, but are not limited to, the following information for each family:
 - i. Name of family served;
 - ii. Date of birth of client served;
 - iii. Referral identification number and or case serial number and received date;
 - iv. Primary Community Based Victim Advocate assigned to the referral
 - v. Zip code of the family/primary caregiver served (if available and if a non-intact/split family);
 - vi. Race/ethnicity and primary language of family served (if available);
 - vii. Initial and on-going contacts with family;
 - viii. Engagement attempts and follow up contact attempts;
 - ix. Service referral types as well as outcomes;
 - x. Distribution of Family survey with documented reasonable efforts;
- d. Contractor will maintain all records related to services provided pursuant to this Agreement as required by federal, state or local law and regulations, including at least for the applicable retention period after the end of this Agreement. Contractor understands and agrees that the County has the right to audit the foregoing records and will supply copies of any records related to the resulting Agreement(s) and will provide copies of the records to the County, at Contractor's expense. Contractor will provide any copies requested by the County within 10 business days.

3. DATA AND REPORTING REQUIREMENTS

- a. Contractor shall input the data collected pursuant to Section H.3 above into a database designated by the CAC and Contractor.
- b. Contractor will work with CAC Program Manager and on-site contracted staff to input data into the database in a timely manner with a high degree of accuracy, as required for the purpose of tracking outcomes and the utilization of services.
- c. Contractor will submit quarterly data reports to the CAC Program Manager in a timely manner and with a high degree of accuracy. The quarterly reports shall include the data fields specified by the CAC Program Manager.
- d. Contractor will assist in supporting and implementing the goals of the County, including the outcome measures, as agreed upon with the CAC multidisciplinary team and the NCA.
- e. Contractor must assist in an evaluation of the program and services. In addition to data collection requirements, the evaluation may consist of pre/post assessment in addition to interviews and/or surveys with program staff and participants.
- f. Contractor to ensure the development and use of a referral tracking mechanism to ensure all referrals are accounted for and responded to that includes the following information: referral name, case number, referral ID number, the assigned advocate, information regarding the family's engagement status (open to services, decline services, moved out of service area, already receiving services, and unable to contact); and other data points as identified by the CAC Program Manager.

4. STAFFING QUALIFICATIONS

- a. CAC Community Based Victim Advocates
 - i. Staff providing advocacy and case management services must have a Bachelor's Degree in Human Services, Social Work or other related field and a minimum of two (2) years of work experience in providing direct case management services to clients that demonstrate the ability to engage with families, accurately assess family needs, develop a family case plan, secure resources and services to help the family achieve the goals of the case/treatment plan, and have an understanding of the developmental needs of children. For staff that do not possess a Bachelor's Degree in Human Services, Social Work or other related field, a minimum of (4) years of case management experience and/or experience providing direct services may be substituted.
 - ii. Strong knowledge of Criminal Justice and or Dependency System, impact of trauma on survivors of sexual assault or abuse, awareness of relationship violence, child abuse, stalking, and sexual abuse and assault preferred. Knowledge of counseling and advocacy techniques for people who have been victims of domestic violence, including crisis intervention and case management skills.

- iii. Strong knowledge of values, beliefs, and of cultural groups; an understanding of traditional and indigenous wellness and cultural practices; and
 - iv. Strong communication, interpersonal, organizational and listening skills.
- b. Program Manager/Supervisor
- i. The program manager/supervisor must have a master's degree in Human Services, Social Work or related field, and a minimum of two (2) years of work experience in providing direct services to clients. Additional clinical training and possession of a professional license (e.g. LCSW or LMFT) is highly desirable. The Master's Degree requirement may be substituted by two years of additional experience when a Director with a master's degree in Human Services, Social Work or related field provides oversight
 - ii. Fully understand the role of an Advocate
 - iii. Ability to assist staff to deal with struggles, barriers, and emerging issues that impact service delivery
 - iv. Ability to coach and support the staff in increasing their ability to engage in difficult conversations with families, Law enforcement Staff, Court staff and other community partners.
 - v. Ability to support staff with the tools and skills necessary to create trusting and meaningful partnerships with agencies in the community
 - vi. Ability to recommend specific practice techniques to use when working with children, families and agency staff.
 - vii. Ability to ensure staff receive one-on-one individual and/or group supervision utilizing reflective practice principles. Managers/Supervisors will meet with staff on a weekly basis to review cases and provide case consultation and coaching. Staff will receive one on one individual and/or group supervision utilizing reflective practice principles.

5. BACKGROUND CHECKS

- a. Prior to beginning services, all personnel of Contractor that work directly with clients must obtain, at the expense of selected Vendor(s), a Department of Justice background clearance and Live Scan. If the results of the background check are unfavorable, the Vender(s) will notify the County. The County may notify the Contractor to arrange for replacement personnel. If replacement personnel cannot be found, the County may terminate the Agreement. If any of the personnel receives an unfavorable result, the County may, at its discretion, consider providing an exemption subject to additional restrictions to be determined by the County.

6. STAFF TRAINING REQUIREMENTS

- a. Contractor confirms that the advocates have a minimum of 24 hours of training on the following topics and can provide documentation of their participation, as required by National Children's Alliance for accredited CACs³:
 - i. Dynamics of abuse
 - ii. Trauma-informed services
 - iii. Crisis assessment and intervention
 - iv. Risk assessment and safety planning
 - v. Professional ethics and boundaries
 - vi. Understanding the coordinated multidisciplinary response
 - vii. Assistance in accessing/obtaining victims' rights as outlined by law
 - viii. Court education, support, and accompaniment
 - ix. Diversity, Equity, and Inclusion Training
 - x. Assistance with access to treatment and other services, including protective orders, housing, public assistance, domestic violence intervention, transportation, financial assistance, interpreters, among others as determined for individual clients. (National Children's Alliance Standards for Accredited Members, 2017 Edition).
- b. Contractor provider confirms that the advocates providing advocacy services to child victims of sexual and physical abuse and their families complete and document continuing education in the field of child abuse and race and equity, equity, consisting of a minimum of eight (8) contact hours every two years
- c. Contractor will be required to participate in ongoing joint trainings and workforce development about topics which may include, but are not limited to: Domestic Violence, Substance Abuse, Mandated Reporter Requirements, Mandated Reporter Training, Race and Equity, utilization of approved assessment tools, and other system wide trainings as deemed appropriate.
- d. Contractor will utilize training opportunities to teach the CAC protocol to staff as appropriate. This includes regularly sending staff to attend the CAC On-boarding Training.

7. CRITICAL INCIDENTS

- a. Contractor must report all major and/or media-sensitive incidents to the CAC Program Manager. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the contract; serious injury or death of any person in Contractor's care; serious injury or death of any person on property owned, leased, or operated by Contractor, including but not limited to facilities, parks, sidewalks, roads, and parks; serious damage to the property of another related to the services provided by Contractor under this Agreement; criminal

³ The above list of training requirements may be completed through NCA and or through the state mandated statutory standing for Sexual Assault Advocates.

conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against Contractor that is related to this Agreement; and any event that has a possibility of receiving public or media attention.

Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of Contractor's personnel involved in the incident; and a description of any action taken in response to the incident.

8. Federal VOCA funds are awarded to the County of Santa Clara DAO to be used for this contract. All parties are responsible for reviewing and adhering to the provisions of the California Governor's Office of Emergency Services (CalOES) County Victim Services (XC) Program 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 comply with the Clean Air, Clean Water, and Environmental Protection Agency regulations (contracts in excess of \$100,000).
 - c. Contractor shall retain all records for three years after all payments are made and all other pending matters are closed.
 - d. DAO is required to meet reporting requirements set forth by the awarding agency. This includes submitting a financial report (Report of Expenditures and Request of Funds) every quarter and Progress Reports every six months.
9. Any changes to the scope of work will require an amendment to the Agreement.

D. PAYMENT SCHEDULE

1. Funds for this contract is through CalOES XC program grant. The maximum compensation paid to Contractor under this Agreement must not exceed \$90,000.00 for the term of the program.
2. Contractor will be compensated for services rendered and/or expenses incurred in accordance with Attachment B, "Budget and Budget Narrative."
3. Contractor will send an invoice to the DAO, specifically to DAOAccountsPayable@dao.sccgov.org, on a quarterly basis for costs incurred during that quarter.
 - a. Invoices should be sent by the indicated due dates below for the respective quarter. The quarterly billing cycles are outlined below:

Attachment A
Section V: Contract Specifics
Community Solutions (XC Grant Services) – FY22-23

- i. January 1, 2022 to March 31, 2022, Due Date April 15, 2022
 - ii. April 1, 2022 to June 30, 2022, Due Date July 15, 2022
 - iii. July 1, 2022 to September 30, 2022, Due Date October 15, 2022
 - iv. October 1, 2022 to December 31, 2022, Due Date January 10, 2023
4. If budgetary revisions are made to the Payment Schedule and do not impact the maximum financial obligation of the agreement, signatures are only required by those identified in Section II of the Agreement.

Attachment B: Budget and Budget Narrative
XC Grant Services

Budget

Line-item Description and Calculation	Total
Community Solutions Salaries and Benefits	\$74,148
Community Solutions Operating Expenses	\$7,823
Community Solutions Indirect Costs (10% de minimus rate)	\$8,029
Total	\$90,000

Budget Narrative

Community Solutions will utilize XC project funding to support the salary and benefit costs of 0.85 FTE *CAC Case Manager (Community Based Victim Advocate)* (\$74,148), *Operating* (\$7,823) and *Indirect Costs* (\$8,029). The *Community Solutions CAC Case Manager* is on-site at the CAC and provide confidential, comprehensive victim advocacy services including crisis intervention services to survivors and their families. These services enhance client safety, help survivors examine their rights and options, encourage steps towards informed decision making, and help survivors locate and mobilize resources. All individual crisis counseling sessions occur in private to ensure victim confidentiality and to build trust. Advocates help survivors plan for future safety and connect them to community resources such as shelters, victim compensation, legal representation, and therapeutic services. Additionally, the *Community Solutions CAC Case Manager* will provide accompaniment to survivors for interviews with law enforcement and during forensic medical exams.

Additionally, the *Community Solutions CAC Case Manager* will provide follow-up to ensure clients that visited the CAC were connected with long-term case management services with the appropriate agency (YWCA or *Community Solutions*).

Community Solutions will maintain 24 hours a day, 365 days per year, confidential crisis hotline available to survivors and *Community Solutions* on-call advocates who respond to local law enforcement, child protective services, medical personnel, and other system partners to provide support during pediatric and teen forensic medical exams.

Lastly, the *Community Solutions CAC Case Manager* will have access to all supportive services available through *Community Solutions*, including the 24-hour bilingual (English/Spanish) crisis line. All staff and volunteers who answer the crisis line are trained and certified intimate-partner violence/sexual assault/human trafficking advocates.

All *Community Solutions* XC-funded staff will complete monthly functional timesheets in accordance with grant guidelines.

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.