DATE: June 15, 2020

TO: Board of Supervisors
Jeffrey V. Smith, M.D., J.D., County Executive

FROM: Robert Menicocci, Social Services Agency Director

SUBJECT: Off Agenda Report – Agreement with the Community Child Care Council of Santa Clara County relating to Child Care Resource and Referral Services

Under the advisement from the Clerk of the Board (COB), at the request of the Administration, the Board of Supervisors (Board) held Item No. 50 - Agreement with the Community Child Care Council of Santa Clara County relating to Child Care Resource and Referral Services to a date uncertain.

This report is to inform the Board the Second Amendment to Agreement with the Community Child Care Council of Santa Clara County relating to providing child care resource and referral services was executed on December 12, 2019 by the Procurement Director in accordance to the Board's Chapter 5 Policy, section 5.3.5.2 that states:

“In addition to the authority granted by the County of Santa Clara’s Ordinance Code, the Board authorizes the Director of Procurement to do the following:

3. Enter into, renew, amend, terminate and/or take any and all necessary action related to contracts for Professional Services where the cumulative value of each contract, including any amendments, does not exceed $200,000 per scope of services, per vendor, per fiscal year.”

The Second Amendment to Agreement with the Community Child Care Council of Santa Clara County relating to providing child care resource and referral services increases the maximum contract amount by $200,000 from $200,000 to $400,000, and extends the Agreement for a one-year period through June 30, 2020, that has been reviewed and approved by County Counsel as to form and legality.

The FY2019-20 Agreement, Community Child Care Council of Santa Clara County will provide the Emergency Child Care Bridge Program for Foster Children (“Bridge
The overall purpose of the Bridge Program is to overcome the lack of access to childcare at the time a foster child is placed with a family. One of the primary barriers for recruiting and retaining families who take in a foster child is the lack of access to childcare at the time of placement. With funding provided through the Bridge Program, resource families, families that have a child placed with them in an emergency or for a compelling reason, licensed foster family homes or certified family homes, approved homes of relatives or nonrelative extended family members (NREFM), and parents under the jurisdiction of juvenile court, including, but not limited to, non-minor dependent parents who have their child placed with them are eligible to receive a time-limited monthly payment or voucher for child care and access to child care navigator services. Childcare providers serving children in the Bridge Program shall receive access to trauma-informed care training and coaching.

The following services as part of the Bridge Program:

- Childcare navigator; and
- Trauma-informed childcare training and coaching to childcare providers who are serving children in out of home placement under jurisdiction of the juvenile court.

**Attachment:** Second Amendment to Agreement with the Community Child Care Council of Santa Clara County.

c: Chief Board Aides
Miguel Márquez, Chief Operating Officer
James R. Williams, County Counsel
Megan Doyle, Clerk of the Board
COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: Community Child Care Council of Santa Clara, Inc
(As Displayed in SAP)
4400007804

Purchase Order Number: SSA/DFCS

Agency/Department Name: Department Number: 0501

Brief Description of Services
Emergency Child Care Bridge Program for Foster Children. Contractor will provide a navigator to help new parents of foster children and provide trauma-informed training.

Maximum Financial Obligation
The maximum amount payable to this Contractor under this agreement shall not exceed:

$106,693

Term of Agreement
Start Date: 12/12/2019
End Date: 06/30/2020

Note: When left blank, start date will be the date executed by Authorized County Representative.

For County Use Only

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 1</td>
<td>Select</td>
<td>5255500</td>
<td>5416</td>
<td>$59,783</td>
<td>103236</td>
<td></td>
</tr>
<tr>
<td>Line 2</td>
<td>Select</td>
<td>5255500</td>
<td>5416</td>
<td>$46,910</td>
<td>103237</td>
<td></td>
</tr>
<tr>
<td>Line 3</td>
<td>Select</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line 4</td>
<td>Select</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line 5</td>
<td>Select</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revision Date – October 2019

REQ# 40028961
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: Community Child Care Council of Santa Clara County, Inc
(As Displayed in SAP)
Contact Person: Collete Kudumu
Street Address*: 150 River Oaks Way, Suite F-1
City*: San Jose, CA 95134
State: CA
Zip: 95134
Telephone Number*: 408.457.3176
Email Address*: ColetteK@4C.org
SCC Vendor Number: 1002527

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

COUNTY OF SANTA CLARA

Agency/Department: SSA/DFCS
Program Manager/Contract Monitor Name: Jackie Howe/Alana Rainville
Street Address: 333 West Julian Street
City: San Jose
State: CA
Zip: 95110
Telephone Number: 408.501.6819/408.755.7510
Fiscal Contact: (Accounts Payable Contact) Celia Wu
Contract Preparer: Alana Rainville

Revision Date – October 2019
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:

County Agency/Department Fiscal Officer:

County Counsel Approval as to Form and Legality:

Contractor:

County Authorized Representative:

(procurement Department; President, Board of Supervisors; or Delegated Authority)

Office of the County Executive:

(Signature required when Board approved contract by a delegation of authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Megan Doyle
Clerk of the Board of Supervisors
(Signature required when Board approved contract)
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.

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 Contactor 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.) No

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

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 at least 5 of the above questions were answered "NO", Contractor is an Independent Contractor.

If 5 or more of the above questions were answered "YES", Contractor is a Dependent Contractor, where the relationship resembles that of employer/employee. Tax withholding is required, and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ccg for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: 

Dept. Fiscal Officer's Signature:

Revision Date – October 2019
COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION V: CONTRACT SPECIFICS

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

Or ☑ See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Or ☑ See Attachment: A incorporated by this reference.
C. PERFORMANCE STANDARDS

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  

Or ✓ See Attachment: A Incorporated by this reference.

Or ✓ See Attachment: A+B Incorporated by this reference.
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, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of 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 laws and regulations listed in subsection (A) 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.
COUNTY OF SANTA CLARA
SERVICE AGREEMENT

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 arbitrator, 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, arbitrator, 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)

I. 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.
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.
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.
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/orremedying 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.

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)
- 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.
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

The following standard insurance and indemnification language is attached and incorporated into this agreement:

☑ Insurance Exhibit Name: Exhibit B-2

☐ Modification or Waiver Attached (if appropriate)
COUNTY OF SANTA CLARA
SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:
Does the contractor have employees? Yes

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

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? No

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

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? No

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

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? No

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

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.
A. Service Description
CONTRACTOR will provide the Emergency Child Care Bridge Program for Foster Children ("Bridge Program").

The overall purpose of the Bridge Program is to overcome the lack of access to child care at the time a foster child is placed with a family. One of the primary barriers for recruiting and retaining families who take in a foster child is the lack of access to child care at the time of placement. With funding provided through the Bridge Program, resource families, families that have a child placed with them in an emergency or for a compelling reason, licensed foster family homes or certified family homes, approved homes of relatives or nonrelative extended family members (NREFM), and parents under the jurisdiction of juvenile court, including, but not limited to, non-minor dependent parents who have their child placed with them are eligible to receive a time-limited monthly payment or voucher for child care and access to child care navigator services. Child care providers serving children in the Bridge Program shall receive access to trauma-informed care training and coaching.

1. CONTRACTOR must provide the following services as part of the Bridge Program:
   a. Child care navigator; and
   b. Trauma-informed child care training and coaching to childcare providers who are serving children in out of home placement under jurisdiction of the juvenile court.

B. Deliverables Milestones, Timeline for Performance

1. COUNTY Responsibilities
   The COUNTY must:
   a. Provide referrals to the childcare navigator to serve children in need of emergency child care services via secure email to bridge@4c.org.
   b. Provide referrals of foster parents, resource parents, and relative caregivers to the child care navigator to serve children in receiving voucher payments through the Bridge Program;
   c. Provide referrals of child care providers who are receiving voucher payments through the Bridge Program for trauma-informed training and coaching services; and
   d. Rely on the CONTRACTOR to generate additional referrals for trauma informed training of child care providers in the community.

2. CONTRACTOR Responsibilities

   a. Child Care Navigator
   CONTRACTOR must:
      I. Provide one childcare navigator stationed at CONTRACTOR's office;
      II. The child care navigator must be employed by the CONTRACTOR;
      III. The child care navigator will work a total of 37.5 hours per week; The child care navigator will be stationed at 150 River Oaks Parkway, San Jose, 95134 for 37.5 hours per week (excluding COUNTY holidays), Monday-Friday, and available by phone and email;
IV. Respond to referrals within next business day by contacting the foster parent, resource parent or relative caregiver and provide guidance related to childcare navigation;
V. Assist foster parent, resource parent or relative caregivers find childcare providers who charge within established regional market rates and are conveniently accessible within the community;
VI. Respond to referrals within next business day by contacting the child care provider, if known, and providing access to trauma informed training and coaching
VII. Assist the family, child welfare worker, social worker or probation officer, and other child and family team members with accessing child care as well as identifying child care options appropriate to the child’s age and needs;
VIII. Connect the family to information and resources about school readiness and child care to empower families and improve their ability to access resources and make informed decisions about the child care needs of the child;
IX. Assist the family in identifying potential opportunities for an ongoing child care subsidy if eligible;
X. Assist caregivers to navigate child care system to be placed on relevant waitlists that allow for them to continue childcare through resources such as California Alternative Payments Program, etc. after the availability of Bridge vouchers is exhausted;
XI. Assist the family in completing appropriate child care program applications;
XII. Develop an overall, long-term child care plan for the child, including plans, where possible, to minimize child care transitions or disruptions for the child; and
XIII. Perform all duties in a culturally sensitive manner.

b. CONTRACTOR must provide trauma-informed care training workshops to a minimum of 30 child care providers serving children through the Bridge Program and coaching sessions to a minimum of 30 child care providers serving children through the Bridge Program, as per the plan submitted to the California Department of Social Services. All training and coaching sessions will utilize the curriculum and training developed by the California Child Care Resource and Referral Network.

c. Trauma-Informed Care Training Workshops
CONTRACTOR must:
I. Provide a minimum of ten (10) trauma-informed training workshops;
II. Provide trauma-informed training workshops to child care providers working with children, and children of parenting youth, in the foster care system;
III. Trauma-informed training workshops will be developed and coordinated by the California Child Care Resource and Referral Network;
IV. Trauma-informed training workshops will include, but not be limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system;
V. Trauma-informed training workshops will be a minimum of two (2) hours and up to three (3) hours in duration; and
VI. Provide all materials (books, copied materials, take home tools, etc.) associated with the training.

d. Trauma-Informed Care Coaching
CONTRACTOR responsibilities:
   I. Provide trauma-informed care coaching sessions to child care providers working with children, and children of parenting youth, in the foster care system;
   II. Provide minimum of ten (10) trauma-informed care coaching sessions to child care providers;
   III. Provide trauma-informed care coaching sessions in a location that is convenient to the provider and mutually agreed upon by the coach;
   IV. Duration of trauma-informed care coaching will be 1-1.5 hours per session; and
   V. Provide all materials (books, copied materials, take home tools, etc.) associated with the coaching.

e. Cultural Sensitivity
CONTRACTOR must:
   I. Participate in and provide access to a network of culturally sensitive child care providers. 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;
   II. Maintain training for staff so they can maintain a high proficiency to serve all populations in Santa Clara COUNTY. 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 caregivers who have children with behavioral, medical, developmental, or mental health concerns; and
   III. Additionally, to improve the care and services to Lesbian, Gay, Bisexual, Transgender, Questioning and Intersex (LGBTQI) children, youth and families, CONTRACTOR must ensure service delivery in a manner that promotes the healthy development of SOGIE (Sexual Orientation & Gender Identity and Expression). A healthy development of SOGIE is universal, normative, and essential to well-being.

C. Performance Standards:
1. CONTRACTOR must submit a monthly report to the DFCS program monitor that details the following:
   a. Number of referrals received from the COUNTY of child care providers who are receiving voucher payments through the Bridge Program
   b. Number of training workshops provided per month;
   c. Number of attendees per training workshop
   d. Number of Bridge Program eligible families referred to child care navigator;
   e. Number of families served by child care navigator, of the families referred (served = parent packet was sent AND some contact with family either by phone or email);
   f. Number of children served by the child care navigator;
   g. Number of coaching sessions provided per month; and
IV. Number of child care providers that received coaching sessions.

2. COUNTY may add additional data elements based on the California Department of Social Services (CDSS) reporting requirements.

D. Payment Schedule

1. Cost Reimbursement Contract
   CONTRACTOR will be reimbursed by COUNTY for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services as specified in this contract, in accordance with Attachment A: Contract Specifics and Attachment B: Budget. These costs will also be in accordance with current cost principles and with all other requirements of this contract:
   a. For Non-Profit Agencies, OMB Circular A-122.
   b. For Local Governments, OMB Circular A-87.
   c. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.

2. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.

3. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. This provision survives the termination of this contract.

4. Cost Reimbursement Claim
   CONTRACTOR must submit to COUNTY a cost reimbursement claim in a form approved by COUNTY, by the tenth (30th) working day of each month for services performed during the preceding month.
   a. Prior to submittal, cost reimbursement claims must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
   b. If the cost reimbursement claim is in proper form and the items billed are payable under this contract, COUNTY will make payment to CONTRACTOR within twenty-one (21) working days after receipt of the cost reimbursement claim.
   c. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this contract. All payments under this contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount
pursuant to this contract to any other parties, including individual employees or creditors of CONTRACTOR.

d. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the contract term.

F. Critical Incident Reporting Provision

1. The CONTRACTOR must report and document all major and/or sensitive incidents ("critical incidents") to the COUNTY pursuant to the procedures and timing outlined below. The COUNTY, in its sole discretion, may require the CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for the CONTRACTOR to report the incident to the COUNTY.

2. A "critical incident" generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR’s staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by the CONTRACTOR. Critical incidents include, but are not limited to the following allegations and/or events:

a. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by the CONTRACTOR).

b. Sexual assault or misconduct.

c. Physical, psychological, or emotional abuse or neglect.

d. Attempted suicide.

e. Death.

f. Serious injury or death related to the services provided under the contract.

g. Serious injury or death of any person on property owned, leased, or operated by the CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.

h. Serious damage to the property of another related to the services provided by the CONTRACTOR under this Agreement.

i. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, 5150).

j. Notice that the District Attorney’s Office will or has filed a criminal charge against participants and their child(ren), if any, served by the CONTRACTOR.

k. Notice that the District Attorney’s Office will or has filed a criminal charge against any staff member of CONTRACTOR.

l. Use of or possession of a weapon by participants and their child(ren), if any, served by the CONTRACTOR or by CONTRACTOR’s staff.

m. Any phone calls made to 911 or law enforcement.

n. Criminal conduct involving CONTRACTOR personnel;

O. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
Attachment A: Contract Specifics

p. Any event that has a significant possibility of resulting in a claim or lawsuit against the CONTRACTOR that is related to this Agreement.
q. Any event that has a possibility of receiving public or media attention.

3. When the CONTRACTOR, or an employee or agent of the CONTRACTOR, knows or has reason to believe that at critical incident has occurred or may have occurred, the CONTRACTOR must notify the DFCS CSEC Coordinator as soon as possible but no later than twenty-four (24) hours from when the incident occurred. The 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 a 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 personnel involved in the incident; and a description of any action taken in response to the incident.
**FY 2019-FY2020**

**Agency Name:** Community Child Care Council of Santa Clara County, Inc.

**Contract Period:** November - June 30, 2020

**Project Name:** Bridge Program

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Source of Funds</strong></td>
<td><strong>FY19-20 Amount</strong></td>
<td><strong>% of Total Funding</strong></td>
<td><strong>Commitment Code</strong></td>
</tr>
<tr>
<td>Social Services Agency (SSA)*</td>
<td>$</td>
<td>106,693</td>
<td>100%</td>
</tr>
<tr>
<td>Other Funding Sources:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>Total Funding Resources**</td>
<td>$</td>
<td>106,693</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Commitment Code**

1. Firm Commitment-Already have an agreement or letter confirming funding
2. Anticipated Renewal of Existing Funding-Continuation of current year funding
3. Anticipated Resource-Projection of previous fees or donations
4. Application Pending-Application has been submitted, no confirmation at this time
5. Pre-Application-Not yet submitted and expect funding

* The SSA line in **FY 19-20 Amount**, Column "B" should equal the Grand Total of Column "B" in the Budget Detail.

** The **Total Funding Resources** in Column "B" should equal the Grand Total of Column "D" in the Budget Detail.
### Agency Name:
Community Child Care Council of Santa Clara County, Inc.

### Contract Period:
November - June 30, 2020

### Project Name:
Bridge Program

<table>
<thead>
<tr>
<th>Staff Name and Job Title</th>
<th>Annual Salary</th>
<th>% of Time Allocated to Navigator</th>
<th>% of Time Allocated to Trauma Informed Care</th>
<th>Number of Months</th>
<th>Salary Allocated to Navigator *</th>
<th>Salary Allocated to this Contract Trauma Informed *</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR Navigator</td>
<td>$47,840.00</td>
<td>70%</td>
<td>30%</td>
<td>9</td>
<td>$25,116</td>
<td>$10,764</td>
</tr>
<tr>
<td>Program Supervisor</td>
<td>$64,800.00</td>
<td>12%</td>
<td>25%</td>
<td>9</td>
<td>$5,832</td>
<td>$12,150</td>
</tr>
<tr>
<td>Program Director Compliance</td>
<td>$95,520.00</td>
<td>6%</td>
<td>5%</td>
<td>9</td>
<td>$4,298</td>
<td>$3,582</td>
</tr>
<tr>
<td>Program Admin</td>
<td>$40,560.00</td>
<td>5%</td>
<td></td>
<td>9</td>
<td>$1,521</td>
<td>-</td>
</tr>
<tr>
<td>Program Director</td>
<td>$92,445.00</td>
<td>2%</td>
<td></td>
<td>9</td>
<td>$-</td>
<td>$1,387</td>
</tr>
<tr>
<td>Network Supervisor</td>
<td>$59,372.18</td>
<td>2%</td>
<td></td>
<td>9</td>
<td>$-</td>
<td>$891</td>
</tr>
</tbody>
</table>

**Total**

|                          |               |                                 |                                             |                 | $36,767                         | $28,773                                          |

*Total Salary Allocated to this Contract should equal the Salaries line in Contract Amount, Column "B" of the Budget Detail.

Service Agreement between the County of Santa Clara Social Services Agency and
Community Child Care Council of Santa Clara County, Inc.
Contract # SBC-CCCC-ECCBP-FY20
**Agency Name:** Community Child Care Council of Santa Clara County, Inc.

**Contract Period:** November - June 30, 2020

**Project Name:** Bridge Program

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Costs</strong> *</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Costs</td>
<td>Navigator</td>
<td>Trauma Informed Care</td>
<td>Total</td>
</tr>
<tr>
<td>Salaries</td>
<td>$36,767</td>
<td>$28,773</td>
<td>$65,541</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>$4,320</td>
<td>$3,381</td>
<td>$7,701</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$7,720</td>
<td>$6,041</td>
<td>$13,762</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Personnel Costs</td>
<td>$48,808</td>
<td>$38,195</td>
<td>$87,003</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong> **</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit Fees</td>
<td>$550</td>
<td></td>
<td>$550</td>
</tr>
<tr>
<td>Communication Expense</td>
<td>$800</td>
<td>$800</td>
<td>$1,600</td>
</tr>
<tr>
<td>Insurance</td>
<td>$500</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$500</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$500</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Travel (Mileage Reim)</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Training &amp; Conference</td>
<td>$690</td>
<td>$650</td>
<td>$1,340</td>
</tr>
<tr>
<td>Printing</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>$5,540</td>
<td>$4,450</td>
<td>$9,990</td>
</tr>
<tr>
<td><strong>Indirect Costs</strong> ***</td>
<td>(maximum 15% of budget or federally approved indirect rate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Overhead</td>
<td>$5,435</td>
<td>$4,265</td>
<td>$9,700</td>
</tr>
<tr>
<td>Subtotal Indirect Costs</td>
<td>$5,435</td>
<td>$4,265</td>
<td>$9,700</td>
</tr>
<tr>
<td><strong>Grand Total</strong>*</td>
<td>$59,783</td>
<td>$46,910</td>
<td>$106,693</td>
</tr>
</tbody>
</table>

*Direct Costs* are those costs for activities or services that benefit “specific projects” and are usually charged directly to projects on an item-by-item basis.

**These expense accounts are examples only. Vendors are not required to use these.

***Indirect Costs** are costs incurred for a common or joint purpose benefiting more than one cost objective and are not readily identified with a particular grant, contract, project function or activity. Enter only total amount under the Administrative Overhead.

****The Grand Total for Column “D” should equal Total Funding Resources of Column “B” in the Resource Table.

If there are any budget changes in certain line item expenses during the course of FY, contractor must submit to the County a budget revision request form.
Please provide an explanation for each line item. Narrative should be consistent with budget.

<table>
<thead>
<tr>
<th>Personnel Costs</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>Salaries for Direct Staffs who provide services for the program</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>Salaries for Direct Staffs who provide services for the program</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>Medical, Worker Compensation, Dental and Group Life for Direct Staffs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit Fees</td>
<td>Annual audit fees</td>
</tr>
<tr>
<td>Communication Expense</td>
<td>Telephone and Postage expense</td>
</tr>
<tr>
<td>Insurance</td>
<td>FMLA, TASC</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>Office Supplies for direct staffs</td>
</tr>
<tr>
<td>Professional Services</td>
<td>Translation Services Contracts will be created on a as needed basis</td>
</tr>
<tr>
<td>Travel (Mileage Reim)</td>
<td>Mileage Reimbursement for direct staffs in accordance with Federal Reimbursement</td>
</tr>
<tr>
<td>Training &amp; Conference</td>
<td>Registration fee and all expenses related to Training and Conference for R&amp;R Staffs. Expenses depend on location and number of days hosted by R&amp;R Network</td>
</tr>
<tr>
<td>Printing</td>
<td>Printing (brochures &amp; flyers related to program), Advertising &amp; Training Materials</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Indirect Costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Overhead</td>
<td>All expenses for Administration, HR, Finance Department, such as: Salaries, Tax, Benefits, Supplies and misc.</td>
</tr>
</tbody>
</table>
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.
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.

Rev. 9/2016 3
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.