

**CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND
ODD-FELLOW REBEKAH CHILDREN'S HOME OF CALIFORNIA**

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and Odd-Fellow Rebekah Children's Home of California (henceforth, CONTRACTOR) for the provision of the Strengthening All Families Equitably program.
2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Scope of Services, Exhibit C: Staffing Plan, Exhibit D: Budget, Exhibit E: Logic Model, and Exhibit F: Contractor Certification of COVID-19 Requirements, which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

Susan Ellenberg
President, Board of Supervisors
Date: _____

DocuSigned by:
Christophe Rebboah

97431AD08340466...
Christophe Rebboah
Chief Executive Officer
Date: 11/16/2023

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

ATTEST:

Curtis Boone
Acting Clerk of the Board of Supervisors
Date: _____

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Laura Underwood

B8CACE06FCE84FD...
Laura Underwood, Deputy County Counsel
Date: 11/15/2023

Contract General Terms and Conditions

Article I General Terms

1. ENTIRE CONTRACT

This Contract and its Exhibits/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 Contract. 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.

2. AMENDMENTS

This Contract may only be amended by written instrument and signed by authorized representatives of all contracting parties.

3. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

- a. 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.
- b. 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.

- c. 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 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.
- d. If applicable, CONTRACTOR and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any COUNTY officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

4. GOVERNING LAW, VENUE

This Contract 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.

5. ASSIGNMENT

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

6. WAIVER

No delay or failure to require performance of any provision of this Contract 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.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

Article II
Fiscal Accountability and Requirements

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

- a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.
- b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be Cost Reimbursement.

3. DISALLOWED COSTS

- a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.
- b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

- a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).
- b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.
- c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

Article III

Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.

- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.
- c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.
- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.

- e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.
- f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.
- g. CONTRACTOR guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (<https://www.sam.gov/>). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. MONITORING AND EVALUATION

- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
- b. COUNTY may conduct participant interviews to determine program compliance.
- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.

- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.
- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. **TERMINATION**

a. **Termination for Convenience**

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.

b. **Termination for Cause**

COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

- i. CONTRACTOR failure to comply with any contract provision;
- ii. CONTRACTOR fails to meet the performance criteria of this Contract;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. **Terminations**

In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. **NON-EXCLUSIVE REMEDIES**

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV Statutes, Regulations, and Policies

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

- a. 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.
- b. 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 (Government Code sections 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.
- c. 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.
- d. Definitions: For purposes of this Section, 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.

- e. 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, DECISIONS, DETERMINATIONS, OR ORDERS.

- f. 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.

- g. 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 Section, 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.
- h. 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 any 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.
- i. Material Breach: Failure to comply with any part of this Section 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.
- j. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Section 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.
- k. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).

- l. For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- m. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

CONTRACTOR hereby 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 Contract.

3. 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.

4. FOOD AND BEVERAGE STANDARDS

- a. 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.
- b. If food is to be provided, healthier food options must 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.

- c. 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.

5. CONTRACTING PRINCIPLES

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (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; and (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. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type_I_or_Type_II_Contractors.pdf

6. 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.

7. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

8. 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.

9. 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 violate 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.

10. COUNTY DATA & CONFIDENTIALITY

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
- f. CONTRACTOR must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
 - i. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
 - ii. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.
- h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

11. CALIFORNIA PUBLIC RECORDS ACT

- a. 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.

- b. 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.

12. COVID-19 REQUIREMENTS

CONTRACTOR shall comply with all COUNTY requirements relating to COVID-19 for persons who routinely perform services for the COUNTY onsite and share airspace with or proximity to other people at a COUNTY facility as part of their services for the COUNTY ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference.

If CONTRACTOR is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the COUNTY's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such CONTRACTOR's shall comply with the COUNTY's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of CONTRACTOR's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities shall be to the COVID-19 Designee for the COUNTY department that manages this Agreement.

If applicable, CONTRACTOR shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit F. CONTRACTOR shall comply with the requirements of this Section for the entire term of this Agreement.

CONTRACTOR shall comply with all reasonable requests by COUNTY for documentation demonstrating CONTRACTOR's compliance with this Section. Failure by CONTRACTOR to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the COUNTY may, in its sole discretion terminate this Agreement immediately or take other action as the COUNTY may determine to be appropriate.

13. SURVIVAL

All representations, warranties, and covenants contained in this Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Contract, shall survive the termination or expiration of this Contract, including but not limited to all terms (1) providing for indemnification of COUNTY; (2) relating to the California Public Records Act; (3) relating to COUNTY Data; and (4) relating to CONTRACTOR's obligations upon termination or expiration of this Contract.

**Article V
Insurance Requirements**

**INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000**

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless 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 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.

6. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

7. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

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.

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.

Exhibit A: Program Provisions**CONTRACTOR:** Odd-Fellow Rebekah Children's Home of California**PROGRAM NAME:** Strengthening All Families Equitably**1. SCOPE OF WORK**

Strengthening All Families Equitably (SAFE) aims to connect families in Santa Clara County to abuse prevention and early intervention services to protect and support children and youth. CONTRACTOR shall serve as a unified point of entry in the community where referred families will obtain information, get connected to direct services and supports, and/or receive a warm handoff to another organization for services in a manner that is welcoming, culturally competent, and strength-based.

2. DELIVERABLES**a. Invoices**

CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by CONTRACTOR.

b. SSA Outcome Measurement Reporting

CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit E: Logic Model.

3. TERM OF CONTRACT

The term begins December 1, 2023, and expires on June 30, 2024, unless terminated earlier or otherwise amended.

4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$580,000 for Fiscal Year (FY) 2024.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to COUNTY, or to offer an amendment to this Contract indicating the reduced amount.

6. COMPENSATION TO CONTRACTOR**a. COST REIMBURSEMENT CONTRACT**

i. 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. These costs will also be in accordance with current cost principles and with all other requirements of this Contract:

1. For Non-Profit Agencies, OMB Circular A-122.
2. For Local Governments, OMB Circular A-87.

Exhibit A: Program Provisions

3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 4. For Profit Making Organization, 41 CFR Part 1.
- ii. 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 CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.
 - iii. 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.
- b. **COST REIMBURSEMENT CLAIM**
- i. CONTRACTOR must submit to COUNTY a cost reimbursement claim in a form approved by COUNTY, by the tenth (10th) working day of each month for services performed during the preceding month.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.

7. OUTCOME MEASUREMENT REPORTING

This Contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit E: Logic Model.

Exhibit A: Program Provisions

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on <https://www.youtube.com/watch?v=Ij2VUO4PhW8>.

CONTRACTOR must submit the report by the tenth (10th) working day after each quarter for services performed during the preceding quarter

8. ADJUSTMENT TO EXHIBIT B: SCOPE OF SERVICES AND EXHIBIT C: STAFFING PLAN

A written adjustment to the Scope of Services or Staffing Plan may be approved by COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Scope of Services or Staffing Plan begins.

9. ADJUSTMENT TO EXHIBIT D: BUDGET

A budget adjustment can be made without a contract amendment if CONTRACTOR submits a written budget adjustment request to COUNTY Contract Representative, or designee, and the request is approved by COUNTY in writing. A budget adjustment must not increase the maximum financial obligation of this Contract.

CONTRACTOR may request a budget revision by submitting COUNTY's Budget Revision Request form to COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request, COUNTY will forward an approved copy of the Budget Revision Request form to CONTRACTOR.

10. ADJUSTMENT TO EXHIBIT E: LOGIC MODEL

A written adjustment to the Logic Model may be approved by COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

11. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

12. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Christophe Rebboah, Chief Executive Officer, as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named

Exhibit A: Program Provisions

person has the primary authority and responsibility to carry out this Contract.

- b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

13. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

- a. To COUNTY: Social Services Agency
 Office of Contracts Management
 333 West Julian Street
 San Jose, California 95110-2335
- b. To CONTRACTOR: Odd-Fellow Rebekah Children's Home of California
 Christophe Rebboah, Chief Executive Officer
 290 loof Avenue
 Gilroy, CA 95020

14. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by COUNTY for use in subsequent procurement cycles.

Exhibit B: Scope of Services**CONTRACTOR:** Odd-Fellow Rebekah Children's Home of California**PROGRAM NAME:** Strengthening All Families Equitably**1. PROGRAM DESCRIPTION**

Strengthening All Families Equitably (SAFE) aims to connect families in Santa Clara County to abuse prevention and early intervention services to protect and support children and youth. CONTRACTOR will serve as a unified point of entry in the community where referred families will obtain information, get connected to direct services and supports, and/or receive a warm handoff to another organization for services in a manner that is welcoming, culturally competent, and strength-based.

2. TARGET POPULATION

a. CONTRACTOR will serve Santa Clara County families (CLIENTS) identified by the Social Services Agency (SSA) Department of Family and Children's Services (DFCS) as having been brought to the attention of the Child Abuse and Neglect Center (CANC), but where the information provided to the CANC does not contain an allegation of abuse or neglect to warrant further DFCS investigation or involvement. While these families do not require DFCS intervention, they may have a need for community services and support. By identifying families in need further upstream, SAFE will protect children and youth by providing meaningful early engagement, intervention, and services in a culturally competent manner. CONTRACTOR will serve referred CLIENTS residing anywhere in Santa Clara County. Latino/a/x and African Ancestry children are over-represented in child referrals received by the CANC, and CONTRACTOR is expected to provide culturally competent services to the families that will be served.

b. CONTRACTOR will not charge or disqualify CLIENTS without prior approval from COUNTY.

3. LOCATION AND HOURS OF OPERATION

CONTRACTOR will provide services at times that are convenient to the children and families being served. CONTRACTOR may stagger staffing and/or adjust hours to include evening, after hours, or weekends to best meet the needs of the family. CONTRACTOR will engage families where they are, including but not limited to the following locations: their homes, communities, schools, or agency offices.

4. SAFE MULTI-DISCIPLINARY TEAM (MDT)

a. CONTRACTOR will participate twice per month in the SAFE Multi-Disciplinary Team (MDT), which will be coordinated and facilitated by DFCS.

b. Pursuant to Welfare and Institutions Code section 18951(d), the SAFE MDT will be a team of three or more persons trained in the prevention, identification and

Exhibit B: Scope of Services

- treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse prevention. In addition to staff from CONTRACTOR, the MDT will include at least one representative from DFCS and any other service providers selected by DFCS. The MDT will review referrals for possible engagement in SAFE. CONTRACTOR will then contact the family to determine if they desire or require services, consistent with California Department of Social Services Child Welfare Services Manual, Ch. 31, § 002(r)(1) and § 110.2.
- c. COUNTY shall provide training to CONTRACTOR and MDT partners to include, but not be limited to, confidentiality, Mandated Reporter training, Child and Family Practice Model, and CANC 101.
 - d. CONTRACTOR and the MDT shall comply with rules and procedures for confidentiality for information shared during MDT meetings, consistent with California Welfare and Institutions Code Sections 10850, 11164 et seq., and 827.

5. SERVICES**a. Outreach**

CONTRACTOR will review and process incoming referrals from the SAFE MDT. Outreach attempts will begin within three business days of the initial referral date from the DFCS Coordinator, or within 24 hours for urgent referrals, as identified by the SAFE MDT. CONTRACTOR will assign a staff member with the best cultural and language match for CLIENT. At minimum, CONTRACTOR will make three contact attempts to engage CLIENT in services using various methods such as telephone calls, text messages, e-mails, home visits, and written correspondence and do so during various times of the day.

b. Case Management Sessions**i. Prevention Plan**

Urgent, basic needs or functional resources will be identified beginning at first contact with CLIENT. CONTRACTOR will develop a Prevention Plan upon first contact with achievable proactive and reactive strategies. The Prevention Plan will include natural family supports and specifically addresses safety or welfare needs identified in the referral.

ii. Assessment and Care Plan

CONTRACTOR will perform an assessment of CLIENT's needs and develop an individualized, family-centered, strength-based and needs-driven care plan. CONTRACTOR will ask CLIENT to complete a Protective Factors Survey (PSF) as outlined in Section G below.

Exhibit B: Scope of Services**c. Linkage to Services**

CONTRACTOR will connect CLIENTS with any resources that will sustain CLIENT's mental, physical, financial, or relational wellness, including but not limited to:

- i. Medical and dental care;
- ii. Early childhood education (e.g., First Start, preschool);
- iii. Academic supports (e.g., afterschool programs, tutoring, IEP, and/or special education support);
- iv. Parent coaching and education (e.g., Triple P Parenting program, Celebrating Families program);
- v. Food resources (e.g., supporting clients enrolling in CalFresh, accessing food banks such as Second Harvest);
- vi. Housing needs assessment and housing supports; and
- vii. Other public benefits (e.g., CalWORKS, Medi-Cal).

d. Parent Education Services

Based on CLIENT's needs, CONTRACTOR will provide parent education services, including but not limited to:

- i. The Incredible Years;
- ii. Abriendo Puertas/Opening Doors;
- iii. Strengthening Families;
- iv. 24/7 Dads;
- v. Triple P (Positive Parenting Program);
- vi. Baby and Me;
- vii. Substance Use Prevention;
- viii. Be Strong Parent Cafes (parent-led support group); and
- ix. and 1:1 coaching/mentoring with the SAFE Case Manager

Parent education and support services will be provided in group or individual settings and will cover developmental expectations and teach parents to interact positively with children, increase attention and praise for positive children's behaviors, hold family meetings, and implement effective and consistent discipline practices. Sessions can address family and parental problems such as parental depression, substance use disorder, criminality, family violence, child maltreatment, and sexual abuse.

e. Early Childhood Education and Academic Support

CLIENTS may participate in early childhood education services and activities provided at CONTRACTOR's Family Resource Center. These services support early development by focusing on high-quality early interactions, early literacy skills, positive relationships, and the development of strong social-emotional bonds. Programs and services include but are not limited to:

- i. Art Enrichment;

Exhibit B: Scope of Services

- ii. Baby and Me Movement;
- iii. Ready for Kinder;
- iv. SEEDS of Early Learning; and
- v. Folklorico Dance.

CLIENTS with children 16 months to four years of age may be referred to CONTRACTOR's ParentChild+ program, a home-based program designed to foster preliteracy skills that are essential for school readiness and positive parent-child interactions to promote the healthy social development of young learners.

CLIENTS may also be referred to on-site tutoring services and academic support offered by tutors and advisors from the South County California Student and Opportunity and Access Program (Cal-SOAP). In addition to academic support, Cal-SOAP tutors and advisors provide workshops for youth regarding college and career awareness and preparation. Activities include but are not limited to college tours and visits, assistance in completing FAFSA and other financial aid documents, tutoring on school sites, and summer academic programs offered at CONTRACTOR's site.

f. Food Resources

CONTRACTOR is a monthly distribution site for Second Harvest Food Bank. CONTRACTOR will refer CLIENTS in need of food resources to this service.

g. Mental Health Supports

In the event that a CLIENT is identified as needing adjunctive mental health services, the SAFE Case Manager will initiate a warm handoff to another service offered by CONTRACTOR, such as School-Linked Services, Outpatient Mental Health, Differential Response, Therapeutic Behavioral Services (TBS), Outpatient Services, Katie A. and/or Wraparound. These services will be individualized to meet the CLIENT's specific needs.

6. STAFFING

CONTRACTOR will have at least one of each of the following positions in their SAFE program. CONTRACTOR will notify COUNTY's Program Monitor of vacancies and identify a timeline to fill the vacant position both temporarily and permanently.

a. Case Manager

A case manager will work with individuals and families referred through the SAFE MDT by providing care coordination, case management, linkages to resources, and access to services with follow-up. The case manager will know the community resources and support CLIENTS being connected to services in a seamless and efficient manner. A case manager will be equipped to provide culturally competent services. A case manager will also:

Exhibit B: Scope of Services

- i. Assist CLIENTS to access services in the community or with their insurance provider for needs or treatment; and
- ii. Be an advocate or voice of CLIENT to ensure barriers and challenges are lifted up to service providers and alignment of process and protocol are done for more effective and efficient service delivery.

b. Community Worker

A Community Worker will assist the Case Manager in ensuring CLIENTS are connected with appropriate resources. They will focus on identifying key resources that support those families in their respective communities. They will partner with other key initiatives in the community to lift up needs and find resources to build upon CLIENT's resiliency, protective factors, and cultural/religious considerations to help alleviate potential risk and protect children and youth. The Community Worker will know the community resources and ideally, will have some lived experience to adequately engage with the families' cultural identity.

c. SAFE Coordinator

The SAFE Coordinator will be responsible for coordination of data management activities between CONTRACTOR and DFCS. The SAFE Coordinator will track client data across multiple systems and will support program evaluation efforts as well as identifying community pathway buildouts needed or gaps.

7. EVALUATION PLAN

CONTRACTOR is required to participate in COUNTY's continued evaluation of this program and work collaboratively with COUNTY through the evaluation process.

a. Protective Factors Survey

CONTRACTOR will ask CLIENTS to fill out the pre-test Protective Factors Survey (PFS) from the FRIENDS Institute within 30 days of engagement and the post-test PFS within 60 days after the completion of the pre-test PFS. CONTRACTOR will be required to share results of these tests with COUNTY.

b. SSA's Office of Research and Evaluation's Evaluation Plan

The SSA's Office of Research and Evaluation have determined several outputs that will be used to evaluate this program. CONTRACTOR will maintain accurate data and records according to the outputs outlined below and will be required to share the results with COUNTY in a format pre-approved by COUNTY.

- i. Number of eligible referrals reviewed by SAFE MDT;
- ii. Number and percentage of referrals accepted by CONTRACTOR;
- iii. Number and percentage of CLIENTS contacted;
- iv. Number and percentage of CLIENTS who decline/accept services within 30

Exhibit B: Scope of Services

- days of initial contact;
- v. Number and percentage of CLIENTS linked to services (by service type/agency referred to);
- vi. Number and percentage of CLIENTS that complete the PFS concrete supports pre-assessment;
- vii. Number and percentage of CLIENTS who engage in/receive services (by service type/agency); and
- viii. Number and percentage of CLIENTS that complete the PFS concrete supports post-assessment.

**Santa Clara County
Social Services Agency**

FY 2023-2024

Exhibit C: Staffing Plan

Contractor: Odd-Fellow Rebekah Children's Home of California
Contract Period: December 1, 2023 - June 30, 2024
Program: Strengthening All Families Equitably

#	Staff Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
1	Director of Prevention Services (55% FTE)	Oversees program design & implementation, contract development & oversight, coordinates with County partners and attends County partner meetings.	BA in psychology/ education. Certificated in Prevention Competency. ToT of LST, Incredible Years, SEEDS and other family wellness curricula, 25 years working with clients and families.	Bilingual/bicultural English and Spanish; Clinically trained to develop culturally appropriate interventions & practices, Cultural diversity trainings, I.e.:, Gang, LGBTQI RISE training, etc.
2	Program Manager (30% FTE)	Oversight of contract and service parameters, oversight of staff, coordiantes services and trainings with County partners, completes reports and manages data, provides direct services as needed.	BA equivalent. 16 years of experience providing direct service. Four years of management experience. TOT SEEDS, wellness curricula, ASQ-3 and ASQ-SA	Bilingual/bicultural English and Spanish; Clinically trained to develop culturally appropriate interventions & practices, Cultural diversity trainings, I.e.:, Gang, LGBTQI RISE training, etc.
3	Case Managers (200% FTE)	Intake, assessment, case management, care coordination, linkages, resources, advocacy, brokerage, peer support, parent education and coaching	BSW or other related field plus two years work experience in providing direct service, or a minimum of 6 years experience. Lived experience with CWS. Knowledge of community resources.	Bilingual/bicultural English and Spanish; Clinically trained to develop culturally appropriate interventions & practices, Cultural diversity trainings, I.e.:, Gang, LGBTQI RISE training, etc.
4	Community Worker (100% FTE)	Ensures families are connected to services, identifies key resources for families in their community to build resiliency, protective factors to alleivate potential risk and protect children/youth	High school diploma or GED. Lived experience with CWS. Knowledge of community resources. Ability to work with diverse workgroups and serve families with backgrounds.	Bilingual/bicultural English and Spanish; Clinically trained to develop culturally appropriate interventions & practices, Cultural diversity trainings, I.e.:, Gang, LGBTQI RISE training, etc.

**Santa Clara County
Social Services Agency**

FY 2023-2024

Exhibit C: Staffing Plan

#	Staff Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
5	SAFE Program Coordinator (100% FTE)	Coordinates data management activities between RCS and DFCS. Tracks client data across multiple systems and supports program evaluation efforts and identifies gaps in community pathways	Bachelor's degree with major course work in child development, health sciences, social services, public administration, psychology, or a related field or equivalent experience	Bilingual/bicultural English and Spanish; Clinically trained to develop culturally appropriate interventions & practices, Cultural diversity trainings, I.e.: Gang, LGBTQI RISE training, etc.
6	Associate Community Worker (ACW)	Community outreach and engagement, Be Strong Parent Café peer support group facilitator, supports childcare and parent workshops	Trained in community outreach and engagement strategies, QELO, SEEDS, LST, Be Strong Parent Cafes	Bicultural, bilingual Spanish/English' culturally proficient and trained to develop and implement interventions and practices based on individual needs of diverse and families.

Santa Clara County
Social Services Agency

FY 2023-2024

Exhibit D: Budget
Resource Table

Agency Name: Odd-Fellow Rebekah Children's Home of California
Contract Period: December 1, 2023 - June 30, 2024
Project Name: Strengthening All Families Equitably

A	B	C	D
Source of Funds	FY 23-24 Amount	% of Total Funding	Commitment Code
Social Services Agency (SSA)*	\$ 580,000	100%	1
Other Funding Sources:			
		0%	
		0%	
		0%	
		0%	
		0%	
Total Funding Resources**	\$ 580,000	100%	
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 23-24 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**.

Santa Clara County
Social Services Agency

FY 2023-2024

Exhibit D: Budget
Staffing Salary

Agency Name: Odd-Fellow Rebekah Children's Home of California

Contract Period: December 1, 2023 - June 30, 2024

Project Name: Strengthening All Families Equitably

A		B	C	D	E
Job Title		Annual Salary	% of Time Allocated to this Contract	Number of Months	Salary Allocated to this Contract *
1	Director of Prevention Services	\$ 115,500	55%	12	\$ 63,525
2	Program Manager	\$ 84,375	30%	12	\$ 25,313
3	Case Managers 2.0 FTE	\$ 60,953	200%	12	\$ 121,906
4	Community Worker	\$ 53,750	100%	12	\$ 53,750
5	SAFE Program Coordinator	\$ 65,520	100%	12	\$ 65,520
Total					\$ 330,014

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

If there are any staffing changes during the contract term, CONTRACTOR must submit to the COUNTY a revised "Staffing Salary". If the staffing change impacts any budget line items, CONTRACTOR must also submit to the COUNTY a revised budget request form.

**Santa Clara County
Social Services Agency**

FY 2023-2024

**Exhibit D: Budget
Budget Detail**

Agency Name: Odd-Fellow Rebekah Children's Home of California
Contract Period: December 1, 2023 - June 30, 2024
Project Name: Strengthening All Families Equitably

A	B	C	D
Direct Costs *			
Personnel Costs	Contract Amount	Other Funding	Total
Salaries	\$ 330,014	\$ -	\$ 330,014
Payroll Taxes	\$ 33,001	\$ -	\$ 33,001
Employee Benefits	\$ 52,802	\$ -	\$ 52,802
Subtotal Personnel Costs	\$ 415,817	\$ -	\$ 415,817
Operating Expenses			
Associate Community Worker Incentives/Stipend	\$ 6,000	\$ -	\$ 6,000
Communication Expense	\$ 7,087	\$ -	\$ 7,087
Contract Services	\$ 9,000	\$ -	\$ 9,000
Equipment Maintenance	\$ 4,000	\$ -	\$ 4,000
Insurance	\$ 6,000	\$ -	\$ 6,000
Office Supplies/Small Equipment	\$ 16,296	\$ -	\$ 16,296
Training	\$ 3,000	\$ -	\$ 3,000
Travel	\$ 6,000	\$ -	\$ 6,000
Utilities	\$ 5,750	\$ -	\$ 5,750
Professional Services	\$ 3,000	\$ -	\$ 3,000
Property Taxes/Depreciation	\$ 5,000	\$ -	\$ 5,000
Rent/Lease Equipment	\$ 3,351	\$ -	\$ 3,351
Structure Maintenance	\$ 2,000	\$ -	\$ 2,000
Subtotal Operating Expenses	\$ 76,484	\$ -	\$ 76,484
Indirect Costs ** (maximum 15% of budget or federally approved indirect rate)			
Administrative Overhead	\$ 87,699	\$ -	\$ 87,699
Subtotal Indirect Costs	\$ 87,699	\$ -	\$ 87,699
Grand Total ***	\$ 580,000	\$ -	\$ 580,000

***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.

****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 FY24, CONTRACTOR must submit a budget revision request form to COUNTY.

**Santa Clara County
Social Services Agency**

FY 2023-2024

**Exhibit D: Budget
Budget Narrative**

Agency Name: Odd-Fellow Rebekah Children's Home of California
Contract Period: December 1, 2023 - June 30, 2024
Project Name: Strengthening All Families Equitably

Personnel Costs	Narrative
Salaries	The program will operate with 0.30 Program Director, .55 FTE Program Manager, 2.0 FTE Case Managers, 10 Community Worker, and 1.0FTE Program Coordinator With the total of 4.85 FTEs.
Payroll Taxes	Payroll taxes for salaries to include Social Security Tax, Medicare, Federal and State Unemployment tax withholdings, and workers' comp . An approximate 10% of salaries.
Employee Benefits	Benefits for full-time employees to include Group Health Insurance, 401K etc, which are estimated 16% of salaries.
Operating Expenses	
Associate Community Worker Incentives/Stipend	Associate Community Workers (ACWs) receive a stipend/check \$100/month for 20 hours of volunteer work. Leftover funding will be spent on training and recognition for ACWs. Refer to ACW Incentive Plan for details.
Communication Expense	Reimbursements to staff for technology stipend, cell phones, landlines, and broadband based on \$80 per full-time staff per month and \$40 per part-time. Land line phone expense is pro-rated among the programs on site by FTE.
Contract Services	Several computer programs used by employees such as ADP for payroll, Relias for training, avatar for billing, concur etc.
Equipment Maintenance	Maintenance equipment are equipment utilized by staff, company vehicles etc.
Insurance	Liability insurance costs such as umbrella, Cyber, Executive risk, etc. Cost are allocated across all programs by FTE.
Office Supplies/Small Equipment	Office supplies, small equipment and other furniture needed to run the program.
Training	Training on specific requirements such as cultural competency, substance abuse training. Other trainings needed to stay up with the current laws and regulations.
Travel	Mileage reimbursement is paid at the prevailing federal rate (currently \$0.655 per mile) to staff supporting program or program related activities. Costs include travel to the youths/family's home and necessary transportation of the children or their family by a staff member.
Utilities	Includes PG&E, water and garbage.
Professional Services	When the program needs to bring in a temporary person to cover for someone on leave or to bring skills that are needed to the success of the program.
Property Taxes/Depreciation	The agency owns the building, so no rent will be paid but property taxes and depreciation are expenses allocated across programs by FTE.
Rent/Lease Equipment	Rent lease equipments includes copiers, scanners, printers, and stamp machine.
Structure Maintenance	Any structure changes or updates for the program to have the best and clean space for the program.
Indirect Costs	
Administrative Overhead	15% of the total budget cost is allocated to Administrative Overhead; which includes Admin Management, Finance, Information Technology, Human Resource, and Quality Improvement.

**Santa Clara County
Social Services Agency**

FY 2023-2024

Exhibit E: Logic Model

Logic Model -

Strengthening All Families Equitably

Agency Name: Odd-Fellow Rebekah Children's Home of California

A. Contract Goal:

Connect families in South County to abuse prevention and early intervention services to protect and support children and youth, engaging families in meaningful, culturally competent services within the community to provide families with tools they need to thrive.

B. Situation

Many families from South County face multiple stressors associated with child maltreatment including underserved populations, families with children five years of age or younger, children with special needs, child victims of crime, families of color, homeless families, economically-deprived families, families exposed to violence, immigrant communities, single parents, young parents, parents with substance abuse and mental health concerns, and parents with disabilities.

C. Activities/Services

Provide engagement/outreach services to referred families

Provide Case Management/Individualized Family Support Planning for each family

Provide direct RCS parent education

Provide direct RCS food distribution services to families

Provide direct RCS childhood education to SAFE children ages 0-12

Provide RCS/Cal-SOAP academic support services to SAFE children and youth

**D1. # of
unduplicated
clients/families
served per FY**

**D2. # of
Outputs
per FY**

D3. Output

	350	1-hour sessions
	1,050	1-hour sessions
350 Clients	1,000	2-hour sessions
	675	1-hour sessions
	3,500	2-hour sessions
	100	1-hour sessions

**E. Short/Long Term
Outcome Measures**

75% of families participating in SAFE scored higher on the Concrete Supports domain on the post-PFS-2 compared to the pre-PFS-2 assessment.