

CONTRACT BETWEEN THE COUNTY OF SANTA CLARA SOCIAL SERVICES AGENCY AND FAMILY AND CHILDREN SERVICES – BUILDING NURTURING FAMILIES

1. This County of Santa Clara Social Services Agency Contract is between the COUNTY and Family and Children Services (henceforth, CONTRACTOR), for the Building Nurturing Families (BNF) 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: Work Plan (Contract Specifics), and Exhibit C: Budget Plan 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



Dave Cortese, President
Board of Supervisors

Date: JUN 23 2015

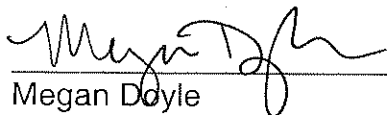
CONTRACTOR



Diana Neiman, CEO
Family and Children Services

Date: 6/3/15

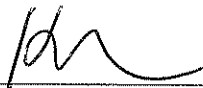
ATTEST:



Megan Doyle
Clerk of the Board of Supervisors

Date: JUN 23 2015

APPROVED AS TO FORM AND LEGALITY



Kristin Baker, Deputy County Counsel

Date: 6/2/15

Contract General Terms and Conditions

Article I General Terms

1. TOTALITY OF CONTRACT

This Contract represents all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract is binding upon the parties.

2. AMENDMENTS

All amendments or modifications must be in writing and signed by authorized representatives of all contracting parties.

3. CONFLICTS OF INTEREST

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 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.

- d. 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.

4. **APPLICABLE LAWS AND 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. In the event that suit is brought by either party, the parties agree that trial of such action shall be exclusively vested in a state court in the County of Santa Clara or, if federal jurisdiction is appropriate, in the United States District Court for the Northern District of California, San Jose, California.

5. **SUBCONTRACTING AND ASSIGNABILITY**

This Contract cannot be subcontracted or assigned without prior written approval of COUNTY. In the event of such approval, any sub-contract or assignment is subject to the same provisions for providing service as the Contract between COUNTY and CONTRACTOR. CONTRACTOR must monitor, evaluate, and account for the sub-CONTRACTOR(s) services and operations. Any assignment of this Contract or sub-contract entered into in violation of this provision by CONTRACTOR is void and CONTRACTOR will be held legally responsible.

6. **WAIVER**

The waiver of any breach of the terms hereof, or of any default hereunder, is not deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and does not affect the terms hereof. No waiver or modification is valid or binding unless in writing and signed by both parties.

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, as outlined in Article II.

- 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 and/or CONTRACTOR may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of 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 STATUTES AND REGULATIONS**

- a. CONTRACTOR will comply with all Federal, State and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the Contract and that become effective during the Term of this Contract relating to its performance under this Contract. To the extent that Laws are in conflict with provisions of this Contract, the Laws prevail. CONTRACTOR will also provide

services under the Contract in accordance with the resolutions, policies, procedures, directives and guidelines issued by the COUNTY Board of Supervisors or the Social Services Agency.

- b. CONTRACTOR will comply with all applicable subsequent amended or added Federal, State, and local Laws and execute amendments necessary to implement such Laws.
- c. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).
- d. 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).
- e. 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. NONDISCRIMINATION OF EMPLOYMENT

- a. CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- b. For Contracts over \$10,000 CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFP Part 60).
- c. During the performance of this Contract, CONTRACTOR and its SUBCONTRACTORS must not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of:
 - i. Age (40 and above),
 - ii. Ancestry,
 - iii. Color,
 - iv. Disability (Mental and Physical) including HIV and AIDS,
 - v. Ethnic Group Identification,
 - vi. Family and Medical Care Leave,
 - vii. Marital Status,
 - viii. Medical Condition (cancer/genetic characteristics),
 - ix. National Origin,
 - x. Pregnancy Disability Leave,

- xi. Political Belief,
 - xii. Race,
 - xiii. Reasonable Accommodation,
 - xiv. Religious Creed,
 - xv. Sex/Gender, or
 - xvi. Sexual Orientation.
- d. CONTRACTOR and SUBCONTRACTORS ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- e. CONTRACTOR and SUBCONTRACTORS comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated hereunder (California Code Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a) - (f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California code Regulations, Title 2, Section 7285.0 et seq.).
- f. CONTRACTOR and its SUBCONTRACTORS will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- g. CONTRACTOR must include the non-discrimination and compliance provisions of this clause in all SUBCONTRACTS to perform work under this Contract.

3. NONDISCRIMINATION OF SERVICES

- a. CONTRACTOR ensures that services provided under this Contract are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:
- i. Age (40 and above),
 - ii. Ancestry,
 - iii. Color,
 - iv. Disability (Mental and Physical) including HIV and AIDS,
 - v. Ethnic Group Identification,
 - vi. Marital Status,
 - vii. Medical Condition (cancer/genetic characteristics),
 - viii. National Origin,
 - ix. Political Belief,
 - x. Race,
 - xi. Reasonable Accommodation,
 - xii. Religious Creed,
 - xiii. Sex/Gender, or
 - xiv. Sexual Orientation.
- b. CONTRACTOR may exclude an individual or group when the services of a program are restricted to a specific class of individuals or group and included as a provision of this Contract.

- c. CONTRACTOR ensures that its appropriate personnel involved in providing services are educated regarding AIDS and HIV infection.

4. CONFIDENTIALITY

- a. CONTRACTOR must require its employees and all persons performing services at its direction to comply with 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.
- b. 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.
- c. 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 4 survive the termination of this Contract.

5. 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.

6. 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.

7. 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.

8. 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:

<http://www.sccgovatwork/portal/site/OBA/agencychp?path=%2Fv7%2FOBA%20%28EMPDEP%29%2FContracting%20Information%2FContracting%20Principles>)

9. 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.

10. **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.

11. **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. If CONTRACTOR provides an electronic copy of a signed contract to the COUNTY, CONTRACTOR shall provide the original signed contract to the COUNTY within 10 days of providing the electronic copy to the COUNTY in order to enforce its rights under the contract.

**Article V
Insurance Requirements**

**EXHIBIT B-2
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 is obligated to indemnify, defend and hold harmless the County under this Agreement.

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
- f. 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.

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. Contractor's 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.

*** END ***

Exhibit A: Program Provisions

CONTRACTOR: Family and Children Services

PROGRAM: Building Nurturing Families (BNF)

Family and Children Services (FCS) Building Nurturing Families (BNF) provides group sessions for parent/guardians and children to guide them in replacing negative relationship patterns with new cycles of empathy and nurturing.

1. **TERM OF CONTRACT**

The term begins on **July 1, 2015**, and expires on **June 30, 2016**, unless terminated earlier or otherwise amended.

2. **MAXIMUM FINANCIAL OBLIGATION**

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, not to exceed **\$43,000.00**.

3. **BUDGET CONTINGENCY**

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

4. **COMPENSATION TO CONTRACTOR**

a. **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. 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.
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 the CONTRACTOR, and the 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

Exhibit A: Program Provisions

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

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.

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

5. ADJUSTMENT TO WORKPLAN

The COUNTY may approve modifications to the Work Plan to ensure that the Work Plan is consistent with the Program Provisions and is in the best interest of the target population specified in the contract. Adjustments are intended to clarify the services and activities specified in the contract and are not formal contract amendments, as long as the adjustments do not modify the scope of work or total contract amount. The CONTRACTOR will submit sufficient written documentation to the COUNTY that clearly explains the requested adjustment(s) and the reason for the adjustment(s), and how the adjustment will impact service delivery to the clients. Adjustments will be approved, in writing by the COUNTY's designated representative or designee, and the CONTRACTOR's representative or designee.

6. ADJUSTMENT TO EXHIBIT C: BUDGET

A budget adjustment can be made by the COUNTY without a formal contract amendment as long as the adjustment does not increase the maximum financial obligation specified in Section 2 of this Exhibit, and doesn't have a negative impact on the CONTRACTOR's ability to meet the obligations of this contract.

Exhibit A: Program Provisions

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the 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 the CONTRACTOR

7. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the 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.

8. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates **Diana Neiman, CEO** as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above named 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.

9. 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
Robert Menicocci, Acting Director
333 West Julian Street
San Jose, California 95110-2335
- b. To CONTRACTOR:
Family and Children Services
Diana Neiman, CEO
375 Cambridge Street
Palo Alto, CA 94306

10. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County

Exhibit A: Program Provisions

for use in subsequent procurement cycles.

11. **CHILD ABUSE AND NEGLECT REPORTING ACTS**

CONTRACTOR will ensure that all personnel described in the Child Abuse and Neglect Reporting Act, Section 11165 et seq. of the California Penal Code, are in compliance with the law. The law mandates certain personnel to report known or suspected instances of child abuse. This includes, but is not limited to, any person who is a social worker, or an administrator or presenter of, or a counselor in, a child abuse prevention program. CONTRACTOR will require each employee, volunteer, or subcontractor that is a mandated reporter to sign a statement that he or she knows of the reporting requirements as defined in Section 11165 et seq. of the Penal Code.

12. **CONTRACTOR STAFF**

CONTRACTOR will ensure that no staff, paid or volunteer, are knowingly employed who have been convicted or arrested for which the person is released on bail or on his or her own recognizance pending trial of any sex crimes, drug crimes, or crimes of violence per California Penal Code Section 11105.3.

13. **PUBLICATIONS/VIDEO PRODUCTIONS FOR SERVICES FUNDED BY CAPIT**

CONTRACTOR will acknowledge the California Department of Social Services (CDSS) as the funding agency, in writing, upon all educational and training materials, curricula, audio/visual aids, printed materials, and periodicals developed pursuant to this Contract and with the prior approval of the CDSS. If any of the above (with the exception of video productions) is developed without the prior approval from the CDSS, it will be acknowledged thereon that the material does not necessarily represent the views of the CDSS.

Video productions will not be undertaken without the full knowledge and written consent of the CDSS at the initial conception development and throughout production. No expenditures under this Contract will be incurred, or allowed for in the design and development of video productions prior to receipt of written CDSS approval.

14. **POLITICAL ACTIVITY AND LOBBYING PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Contract, will be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

CONTRACTOR will ensure that no staff or other persons employed with CDSS grant funds will conduct activities intended to influence legislation, administrative rule-making, or the election of public officials during time compensated under this Contract or with grant funds. Grant funds. Nor may any such person represent that such activities are being performed under the grant. The following guidelines will be observed:

- a. Meetings, which include these activities, will not be represented as being prescribed or funded by COUNTY or CDSS.
- b. In the event that any such meeting or conversation occurs during time not compensated under CDSS grants; auditable records will be kept indicating the

Exhibit A: Program Provisions

meeting(s) or conversation(s) occurred on personal time, vacation, or other time not paid for with CDSS funds.

- c. Office space leased, rented, or otherwise acquired with CDSS grant funds will not be used for any activities prohibited herein.

15. INTERNET LANGUAGE

CONTRACTOR agrees to have internet capability and provide internet access to employees funded under this grant during the term of this Contract.

16. MATCHING FUNDS REQUIREMENT

CONTRACTOR will provide matching funds equal to 10% or more of the contract amount for this program/project. The matching funds must be funds that are not provided by the CDSS.

17. PARTICIPATION IN ACTIVITIES SPONSORED BY THE CHILD ABUSE COUNCIL

CONTRACTOR will:

- a. Attend quarterly meetings sponsored by the Child Abuse Council;
- b. Make at least one presentation at a designated Child Abuse Council meeting;
- c. Participate in the annual Child Abuse Council retreat; and
- d. Contribute to the Council's public awareness activities.

In addition, CONTRACTOR may choose to participate in one or more committees of the Child Abuse Council.

18. SERVICES NOT TO BE FUNDED

The following services are not to be funded by child abuse funds CAPIT and CTF:

- a. Advocacy services including activities intended to influence legislation, administrative rule-making, or the election of public officials during time compensated under this Contract. Nor may any such persons represent that such activities are being performed under this Contract.
- b. Long-term interventions (more than six months) or treatment services.
- c. Active Child Welfare Services (CWS) cases.
- d. Services already funded by the County of Santa Clara Mental Health Department and Social Services Agency for the proposed target population.

Santa Clara County Social Services Agency

Santa Clara County- Social Services Agency
 Child Abuse Prevention Program FY 2016
 Contract Period: July 1, 2015 – June 30, 2016

**EXHIBIT B: WORK PLAN
 PROGRAM SUMMARY**
 Funding Source: Child Abuse Prevention
 FCS - BNF

Agency Name: Family and Children Services (dba Family & Children Services)
 Program Name: Building Nurturing Families

Submittal Date: 03/27/15
 Revision Submittal Date: _____

Brief Project Description
 FCS's Building Nurturing Families Program (BNF) will combine multi-family, peer group support and education with family-specific case management and counseling services. Using the evidence-based and validated Nurturing Parenting Program (NPP) curriculum and integrating complementary family counseling and case management, BNF is designed for parents/guardians at high-risk of abuse or neglect, as well as parents/guardians seeking to develop their skills. By involving the whole family, FCS strengthens the family unit, observes progress in real time with families, and can offer targeted strategies and interventions.

| | Component 1 | | Component 2 | | Component 3 | | Child Abuse Total =a1+a2+a3 | Matching Funds Total =b1+b2+b3 | Grand Total |
|--|------------------------------|----------------------|-----------------------------------|---------------------|--|----------------------|--------------------------------|-----------------------------------|-------------|
| | Parent Education and Support | | Family Counseling/Case Management | | Outreach/Public Awareness Campaign | | | | |
| | Families of at-risk children | | Families of at-risk children | | Parents/Guardians of school-age children | | | | |
| | Secondary Prevention | | Early Intervention | | Primary Prevention | | | | |
| Target Population | Child Abuse a1 | Matching Funds b1 | Child Abuse a2 | Other Funding b2 | Child Abuse a3 | Matching Funds b3 | | | |
| Unduplicated Children 0 – 5 | 10 | | 2 | | | | 12 | 0 | 12 |
| Unduplicated Youth 6 – 18 | 10 | | 4 | | | | 14 | 0 | 14 |
| Unduplicated Adults 19 & older | 20 | | 6 | | 200 | | 226 | 0 | 226 |
| Total Unduplicated Participants | 40 | 0 | 12 | 0 | 200 | 0 | 252 | 0 | 252 |
| Duplicated Children 0 – 5 | 8 | 2 | 2 | | | | 10 | 2 | 12 |
| Duplicated Youth 6 -18 | 8 | 2 | 4 | | | | 12 | 2 | 14 |
| Duplicated Adults 19 & older | 17 | 3 | 6 | | | | 23 | 3 | 26 |
| Total Duplicated Participants | 33 | 7 | 12 | 0 | 0 | 0 | 45 | 7 | 52 |
| # Hours per Component | 144 | 144 | 24 | | 42 | | | | |
| # Hours per Participant | 30 | 30 | 4 | | 0.21 | | | | |
| Cost per Component | \$29,486 | \$3,470 | \$4,914 | \$578 | \$8,600 | \$1,012 | \$43,000 | \$5,061 | \$48,061 |
| Cost per Participant | \$737.14 | \$86.76 | \$409.52 | \$48.20 | \$43.00 | \$5.06 | | | |
| Cost per Hour | \$204.76 | \$24.10 | \$204.76 | \$24.10 | \$204.76 | \$24.10 | | | |
| Start Date for Component | 09/01/15 | 09/01/15 | 09/01/15 | 09/01/15 | 08/01/15 | 08/01/15 | | | |
| End Date for Component | 06/30/16 | 06/30/16 | 06/30/16 | 06/30/16 | 04/30/16 | 04/30/16 | | | |

In the space below, please explain how you calculated the number of hours for Component 1.
 For Component 1, FCS will offer 2 cycles each of 12 weeks, for a total of 24 educational sessions. Each multi-family session will be 2.5 hours. An additional thirty minutes will be available before or after the class (whichever is most convenient for families and the host location) for one-to-one consultations, resource and referral assistance, and questions about the lesson content or a parenting situation that the parent is seeking to address in a more nurturing way. The remaining 3 hours per week are for session preparation and planning, documentation of session notes, program coordination, tabulation of assessment tools, and reporting. [6 hrs/week x 12 weeks of classes x 2 cycles of classes = 144 hours]

In the space below, please explain how you calculated the number of hours for Component 2.
 Component 2 assumes that families needing case management and counseling services will receive an average of four (4) hours per family over the course of the 12-week class. Since the services are not for child welfare clients, the needs should not be too severe, although families may experience events which put the parents/guardians in a crisis state and need more intensive support. We project that approximately 30% of families enrolled in Component 1 will access individualized case management and counseling support. [20 parents/guardians x 30% = 6 parents/guardians + at least 1 child per family, 6 parents/guardians x 4 hours = 24 hours]

In the space below, please explain how you calculated the number of hours for Component 3.
 Based on past experience, we estimate that outreach and recruitment activities to enroll our target population will require 8 to 10 hours per site. Staff follow-up on referrals, intake and screening appointments will require a further 10 to 15 hours per site. Based on prior experience, we estimate an average of 21 hours per site for outreach and awareness activities, individual parent/guardian meetings, and the enrollment process. For two cycles (2 cycles x 21 hours), this totals 42 hours.

In the space below, please explain the services or activities that will be paid for by other funding source(s).
 Matching funds will be used to support the delivery of Components 1, 2, and 3. FCS is utilizing unrestricted contributions and in-kind support; these funding sources may be applied to all service components and are not designated to restricted to specific components.

Santa Clara County Social Services Agency

Santa Clara County- Social Services Agency
 Child Abuse Prevention Program FY 2016
 Contract Period: July 1, 2015 – June 30, 2016

**EXHIBIT B: WORK PLAN
 SERVICE DELIVERY GOALS**
 Funding Source: Child Abuse Prevention
 FCS - BNF

Agency Name: Family and Children Services (dba Family & Building Nurturing Families)
 Program Name: Building Nurturing Families

Submission Date: 03/27/15
 Revision Submittal Date:

| COMPONENT 1 | | | | | |
|---------------------------|-----------------|--------------------------------|-------------------|----------------------------------|---|
| UNDUPLICATED | Children | Children w/Disabilities | Caregivers | Caregivers w/Disabilities | Description of Component |
| Planned Q1 (unduplicated) | 8 | 2 | 9 | 1 | Parent Education and Support 2 cycles of the 12-week multi-family program using the Nurturing Parenting Program curriculum. [The NPP curriculum serves the whole family, with child-friendly lesson plans, so children are also served in this component.] |
| Planned Q2 (unduplicated) | | | | | |
| Planned Q3 (unduplicated) | 8 | 2 | 8 | 2 | |
| Planned Q4 (unduplicated) | | | | | |
| Total Unduplicated | 16 | 4 | 17 | 3 | |

| ACTIVITY DUPLICATED | Children | Children w/Disabilities | Caregivers | Caregivers w/Disabilities | Description for Each Activity |
|------------------------------|-----------------|--------------------------------|-------------------|----------------------------------|---|
| Parent Education and Support | 16 | 4 | 17 | 3 | Participation in 2 cycles of the 12-week multi-family program using the Nurturing Parenting Program curriculum. |
| | | | | | |
| Total Duplicated | 16 | 4 | 17 | 3 | |

| COMPONENT 2 | | | | | |
|---------------------------|-----------------|--------------------------------|-------------------|----------------------------------|--|
| UNDUPLICATED | Children | Children w/Disabilities | Caregivers | Caregivers w/Disabilities | Description of Component |
| Planned Q1 (unduplicated) | 3 | | 2 | 1 | Family Counseling/Case Management Individualized case management and counseling support to assist higher-risk families with family-specific needs which are influencing the safety of the children and functioning of the family. |
| Planned Q2 (unduplicated) | | | | | |
| Planned Q3 (unduplicated) | 2 | 1 | 2 | 1 | |
| Planned Q4 (unduplicated) | | | | | |
| Total Unduplicated | 5 | 1 | 4 | 2 | |

| ACTIVITY DUPLICATED | Children | Children w/Disabilities | Caregivers | Caregivers w/Disabilities | Description for Each Activity |
|-----------------------------------|-----------------|--------------------------------|-------------------|----------------------------------|---|
| Family Counseling/Case Management | 5 | 1 | 4 | 2 | Individualized case management and counseling support to assist higher-risk families with family-specific needs which are influencing the safety of the children and functioning of the family. |
| | | | | | |
| Total Duplicated | 5 | 1 | 4 | 2 | |

| COMPONENT 3 | | | | | |
|---------------------------|-----------------|--------------------------------|-------------------|----------------------------------|---|
| UNDUPLICATED | Children | Children w/Disabilities | Caregivers | Caregivers w/Disabilities | Description of Component |
| Planned Q1 (unduplicated) | | | 89 | 11 | Outreach/Public Awareness Campaign Outreach, awareness, and recruitment activities targeting parents/guardians served by the host location in order to produce self-referrals and share relevant information about parenting with all parents/guardians. |
| Planned Q2 (unduplicated) | | | | | |
| Planned Q3 (unduplicated) | | | 89 | 11 | |
| Planned Q4 (unduplicated) | | | | | |
| Total Unduplicated | 0 | 0 | 178 | 22 | |

| ACTIVITY DUPLICATED | Children | Children w/Disabilities | Caregivers | Caregivers w/Disabilities | Description for Each Activity |
|------------------------------------|-----------------|--------------------------------|-------------------|----------------------------------|--|
| Outreach/Public Awareness Campaign | | | | | Outreach, awareness, and recruitment activities. |
| | | | | | |
| Total Duplicated | 0 | 0 | 0 | 0 | |

Agency Name: Family and Children Services (db)
 Program Name: Building Nurturing Families

Submission Date: 03/27/15
 Revision Submission Date: _____

| COMPONENT 1 | | | | | |
|--|--|--------------|--------------|--------------|--------------|
| Parent Education and Support | | | | | |
| ENGAGEMENT OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | | 10 | | 10 | 20 |
| Outcome Statement | 100% of parents/guardians will demonstrate increased knowledge of parenting skills through the pre/post Nurturing Quiz. [Quarter 1 shows no result because parents/guardians will demonstrate the result during the Quarter 2 post-test.] | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| SHORT-TERM OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | | 8 | | 8 | 16 |
| Outcome Statement | At least 80% of parents/guardians will report attitude and behavior changes through the Family Logs, completed every other week. [Quarter 1 shows no result because parents/guardians will demonstrate the result during the Quarter 2 post-test.] | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| INTERMEDIATE OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | | 7 | | 8 | 15 |
| Outcome Statement | At least 75% of parents/guardians (who did not begin NPP with a high score) will report an improved perception of the quality of their home life as shown through the pre/post Family Social History Questionnaire. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| COMPONENT 2 | | | | | |
| Family Counseling and Case Management | | | | | |
| ENGAGEMENT OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | | 3 | | 3 | 6 |
| Outcome Statement | 100% of parents/guardians receiving counseling and case management services (projected: 6 total unduplicated parents/guardians) will report increased knowledge of positive, nurturing parenting skills and strategies through a client survey. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| SHORT-TERM OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | | 2 | | 3 | 5 |
| Outcome Statement | At least 80% of parents/guardians (an average of 2 parents/guardians out of 3 counseling/case management beneficiaries per NPP cycle) will report positive at least 2 positive changes in their behaviors and decision-making processes with regard to parenting through a client survey. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| INTERMEDIATE OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | | 2 | | 2 | 4 |
| Outcome Statement | At least 70% of parents/guardians receiving counseling and case management services will report at least 1 point of improvement on a 5-point scale measuring family functioning and at least 1 point of improvement on a 5-point scale measuring ability to cope with parenting challenges. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| COMPONENT 3 | | | | | |
| Outreach/Public Awareness | | | | | |
| ENGAGEMENT OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | 100 | | 100 | | 200 |
| Outcome Statement | During the outreach and recruitment phase for each class cycle, FCS will reach an average of 100 parents/guardians per host site through outreach activities (e.g., parent meeting presentations) by providing child abuse prevention materials (e.g., program flyers, positive parenting reminder posters, local resource lists) to the host site for posting, and by providing content about the BNF Program, with a few nurturing parenting tips, for email newsletters or other online content of the host site. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| SHORT-TERM OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | 25 | | 25 | | 50 |
| Outcome Statement | Outreach activities will result in an average of 25 referrals per site for follow-up by BNF facilitators. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |
| INTERMEDIATE OUTCOMES | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Total |
| Number of Participants | 10 | | 10 | | 20 |
| Outcome Statement | Recruitment and outreach activities will result in 10 successful parent/guardian enrollments in each of the two program cycles. The parents/guardians will meet screening criteria and align with the target profile. | | | | |
| Time Frame to Achieve Outcomes | Quarterly | | | | |

Complete the table below for each staff person working in this project. You may copy/paste the table if you have more than one people providing services under this contract.

Agency Name: Family and Children Services (cda Fam)
Program Name: Building Nurturing Families
Submission Date: 03/27/15
Revision Submission Date:

| | |
|------------------------|---|
| Staff Member #1 | Name: Jill Howard, MFT Title: Positive Solutions Program Director Direct or Indirect Services Provided: Indirect Staff Training and Supervision: Staff recruitment and retention; Program planning and oversight; Reporting; Contract management and compliance; Coordination of service sites, program evaluation. Education, Experience, and Qualifications: Licensed Marriage and Family Therapist (MFT); Master of Science in Counseling; Program supervisor for all Positive Solutions Programs; Ten years of domestic violence experience with victims and perpetrators; mental health provider for all ages, families and survivors of trauma; DV certified. Language/Cultural Competence: Knowledgeable about local cultures and diverse family types; Experienced serving diverse populations, with particular expertise serving domestic violence victims. |
|------------------------|---|

| | |
|------------------------|--|
| Staff Member #2 | Name: Ayida Jones Title: Facilitator, Parents' Group Direct or Indirect Services Provided: Direct Curriculum/Recruitment, Intake/Screensings, Workshop facilitation, Individual consultations with parents: Documentation of services; Collaboration with full team to plan program activities; support families. Education, Experience, and Qualifications: Group facilitator at FCS since 2009; trained in the 52-week Domestic Violence and 52-week Child Abuse Treatment Group Facilitator Curricula, DV Certified. Language/Cultural Competence: Bicultural, Bilingual (Spanish) |
|------------------------|--|

| | |
|------------------------|--|
| Staff Member #3 | Name: Veronica Arellano Title: Facilitator, Children's Group Direct or Indirect Services Provided: Direct Children's workshop facilitator; consultations with parents; collaboration with full team to plan program activities; support families. Education, Experience, and Qualifications: More than 3 years of experience facilitating children's curricula and activities for child abuse and prevention programs; experienced serving children at risk for abuse or neglect and children who have experienced abuse or neglect; DV certified. Language/Cultural Competence: Bilingual, English/Spanish; Cultural competency in the Latino culture; Competence in single parent families. |
|------------------------|--|

| | |
|------------------------|--|
| Staff Member #4 | Name: Katene Tamayo Title: Facilitator, Parents' Group Direct or Indirect Services Provided: Direct Curriculum/Recruitment, Intake/Screensings, Workshop facilitation, Individual consultations with parents; Documentation of services; Collaboration with full team to plan program activities; support families. Education, Experience, and Qualifications: Case manager for Deaf/Hard-of-Hearing Program; Facilitator of Domestic Violence and Parenting groups (including using the Nurturing Parenting Program curriculum); DV certified. Language/Cultural Competence: Fluent in Spanish and American Sign Language (ASL); Bicultural; Knowledgeable about Deaf culture. |
|------------------------|--|

| | |
|------------------------|---|
| Staff Member #5 | Name: Margana Ventura Title: Facilitator, Children's Group Direct or Indirect Services Provided: Direct Children's workshop facilitator; consultations with parents; Collaboration with full team to plan program activities; support families. Education, Experience, and Qualifications: Extensive experience working with children, including as a preschool and Montessori teacher; prior work in family support and advocacy services. Language/Cultural Competence: Bilingual (Spanish), Bicultural. |
|------------------------|---|

| | |
|------------------------|--|
| Staff Member #6 | Name: Philp Reyes Title: Facilitator, Parents' Group Direct or Indirect Services Provided: Direct Curriculum/Recruitment, Intake/Screensings, Workshop facilitation, Individual consultations with parents; Documentation of services; Collaboration with full team to plan program activities; support families. Education, Experience, and Qualifications: Master of Arts in Counseling Psychology; Certified Alcohol and Drug Counselor II (CAD-C); Anger Management Group Facilitator; Domestic Violence Training for Advocates certification; 18 years of direct service experience; trained in the 52-week Domestic Violence and 52-week Child Abuse Treatment Group Facilitator Curricula; FCS group facilitator since 2013. Language/Cultural Competence: Bicultural, Veletan; Expertise serving clients with disabilities. |
|------------------------|--|

| | |
|------------------------|---|
| Staff Member #7 | Name: Durna Barron Title: Intake Coordinator Direct or Indirect Services Provided: Direct Administrative Support Education, Experience, and Qualifications: Initial point of contact for all Positive Solutions programs; Intake/Screensings; data tracking and the maintenance. Language/Cultural Competence: Bicultural, Bilingual (Spanish) |
|------------------------|---|

Santa Clara County Social Services Agency

Santa Clara County - Social Services Agency
 Child Abuse Prevention Program FY 2016
 Contract Period: July 1, 2015 - June 30, 2016

EXHIBIT C: BUDGET PLAN
 PROGRAM BUDGET
 Funding Source: Child Abuse Prevention
 FCS - BNF

Agency Name: Family and Children Services (dba Family & C
 Program Name: Building Nurturing Families

Submission Date: 03/27/15
 Revision Submission Date:

DIRECT EXPENSES

| SECTION 1: PERSONNEL EXPENSES (Direct Service Staff Only) | | | | | | | | | |
|---|------------------------------|---------------|------------|-------------------------------|-------------------------|----------------|-----------|---|--|
| A | B | C | D | E | F | G | H | I | |
| Position Title | Name | Annual Salary | Agency FTE | % of time devoted to contract | CAC Direct Costs (D.F.) | Matching Funds | Total | | |
| 1a | Director | \$ 82,000 | 1.00 | 3.6% | \$ 2,933 | | \$ 2,933 | | |
| 1b | Parent Group Facilitator | \$ 48,000 | 1.00 | 10.7% | \$ 5,148 | | \$ 5,148 | | |
| 1c | Children's Group Facilitator | \$ 49,088 | 0.05 | 8.1% | \$ 3,957 | | \$ 3,957 | | |
| 1d | Parent Group Facilitator | \$ 53,040 | 0.05 | 4.0% | \$ 2,139 | | \$ 2,139 | | |
| 1e | Administrative Support | \$ 50,000 | 1.00 | 2.4% | \$ 1,193 | | \$ 1,193 | | |
| 1f | Parent Group Facilitator | \$ 45,843 | 1.00 | 10.4% | \$ 4,748 | | \$ 4,748 | | |
| 1g | Children's Group Facilitator | \$ 46,800 | 0.10 | 4.5% | \$ 2,110 | | \$ 2,110 | | |
| Subtotal Salaries & Wages | | | | | \$ 22,228 | | \$ 22,228 | | |
| Fringe Benefits @ (26% of Salary & Wages) | | | | | \$ 5,780 | | \$ 5,780 | | |
| TOTAL SECTION 1: PERSONNEL EXPENSES | | | | | \$ 28,008 | | \$ 28,008 | | |

| SECTION 2: CONTRACT & HOURLY STAFF EXPENSES (Direct Service Only) | | | | | | | | | |
|--|------|---------------|------------|-------------------------------|-------------------------|----------------|-------|--|--|
| 2a | 2b | 2c | 2d | 2e | 2f | 2g | 2h | | |
| Position Title | Name | Annual Salary | Agency FTE | % of time devoted to contract | CAC Direct Costs (D.F.) | Matching Funds | Total | | |
| Subtotal Contract & Hourly Expenses | | | | | \$ - | | \$ - | | |
| Other Costs Associated with Contract/Hourly Staff (e.g., Workers Comp) | | | | | \$ - | | \$ - | | |
| TOTAL SECTION 2: CONTRACT & HOURLY STAFF EXPENSES | | | | | \$ - | | \$ - | | |

| SECTION 3: OPERATING EXPENSES | | | | | | | | | |
|-------------------------------------|------------------------------|----------------------------|-----------|-----------|-----------|--------|---|----------|-----------|
| 3a | 3b | 3c | 3d | 3e | 3f | 3g | 3h | 3i | 3k |
| Professional Fees | Program Materials & Supplies | Travel, Training, Meetings | Occupancy | Insurance | IT | Audit | In Kind: Masters Level Clinical Intern (bilingual) to assist with case management | | |
| \$ 560 | \$ 7,945 | \$ 1,833 | \$ 280 | \$ 2,535 | \$ 169 | \$ 280 | | \$ 3,045 | \$ 15,557 |
| Subtotal | | | | | \$ 6,111 | | \$ 10,496 | | \$ 15,557 |
| TOTAL SECTION 3: OPERATING EXPENSES | | | | | \$ 10,496 | | \$ 10,496 | | \$ 15,557 |

| SECTION 4: INDIRECT PERSONNEL EXPENSES (Maximum 10% of Total Budget) | | | | | | | | | |
|--|------|---------------|------------|-------------------------------|---------------------------|----------------|-------|--|--|
| 4a | 4b | 4c | 4d | 4e | 4f | 4g | 4h | | |
| Position Title | Name | Annual Salary | Agency FTE | % of time devoted to contract | CAC Indirect Costs (D.F.) | Matching Funds | Total | | |
| Subtotal Indirect Personnel Expenses | | | | | \$ - | | \$ - | | |
| Fringe Benefits @ (30% of Salary and Wages Expense) | | | | | \$ - | | \$ - | | |
| TOTAL SECTION 4: INDIRECT PERSONNEL EXPENSES | | | | | \$ - | | \$ - | | |

| SECTION 5: INDIRECT EXPENSES - OTHER | | | | | | | | | |
|--|-------------|--------------|------|------|----------|--|----------|--|----------|
| 5a | 5b | 5c | 5d | 5e | | | | | |
| Administrative Overhead | IT Services | Depreciation | | | | | | | |
| \$ 3,824 | \$ 476 | \$ 196 | \$ - | \$ - | | | \$ 4,496 | | \$ 4,496 |
| Subtotal | | | | | \$ 4,496 | | \$ 4,496 | | \$ 4,496 |
| TOTAL SECTION 5: INDIRECT EXPENSES - OTHER | | | | | \$ 4,496 | | \$ 4,496 | | \$ 4,496 |

| | | | | |
|---|-----------------------|-----------|----------|-----------|
| 6 | TOTAL DIRECT EXPENSES | \$ 38,504 | \$ 5,061 | \$ 43,566 |
|---|-----------------------|-----------|----------|-----------|

| | | | | |
|---|-------------------------|----------|------|----------|
| 7 | TOTAL INDIRECT EXPENSES | \$ 4,496 | \$ - | \$ 4,496 |
|---|-------------------------|----------|------|----------|

| | | | | |
|---|-----------------------|-----------|----------|-----------|
| 8 | TOTAL PROPOSED BUDGET | \$ 43,000 | \$ 5,061 | \$ 48,062 |
|---|-----------------------|-----------|----------|-----------|

Santa Clara County Social Services Agency

Santa Clara County- Social Services Agency
 Child Abuse Prevention Program FY 2016
 Contract Period: July 1, 2015 – June 30, 2016

**EXHIBIT C: BUDGET PLAN
 BUDGET NARRATIVE**
 Funding Source: Child Abuse Prevention
 FCS - BNF

| | |
|--|---------------------------------|
| Agency Name: <u>Family and Children Serv</u> | Submittal Date: <u>03/27/15</u> |
| Program Name: <u>Building Nurturing Families</u> | Revision Submittal Date: |

DIRECT EXPENSES

| |
|---|
| SECTION 1: PERSONNEL EXPENSES (Direct Service Staff Only) |
| Salaries of staff members responsible for the delivery of NPP services. In accordance with the NPP model, each group will have 2 skilled facilitators: 2 for the children's group and 2 for the parent group. |
| Fringe Benefits for Direct Staff (line 1g on your Program Budget) |
| Estimated cost of payroll taxes plus estimated cost of medical, dental, vision, 403b, and vacation benefits. |

| |
|---|
| SECTION 2: CONTRACT & HOURLY STAFF (Direct Service Only) |
| N/A |
| Other Costs Associated with Contract/Hourly Staff (line 2g on your Program Budget) |
| N/A |

| |
|---|
| SECTION 3: OPERATING EXPENSES |
| Professional Fees: Payroll and benefits administration. |
| Program Services & Supplies: Outreach materials; curriculum materials; parent workbooks; children's group activity supplies; graduation certificates; graduation incentives; Weekly family meal (simple and healthy) for all participants. |
| Travel, Training, Meetings: Mileage, parking, and meeting expenses; Training expenses. |
| Occupancy: Rent, utilities, refuse removal |
| Insurance: Shared insurance expenses based on allocation model |
| IT: Contracted IT and network services based on allocation model |
| Audit: Program's share of the cost of professional audit fees based on allocation model. |
| Depreciation: Depreciation expense based on allocation model |
| In Kind: Master's Level Clinical Intern (bilingual) to assist with case management and class sessions. Valued at the Independent Sector's hourly rate for volunteers (\$22.14). |

INDIRECT EXPENSES

| |
|--|
| SECTION 4: INDIRECT PERSONNEL EXPENSES |
| N/A |
| Fringe Benefits for Indirect Personnel Expenses |
| N/A |

| |
|--|
| SECTION 5: INDIRECT EXPENSES - OTHER |
| Administrative Overhead: Allocation of Finance, Human Resources and General Administration costs based on allocation model. |
| IT Services: Contracted IT and network services based on allocation model |

Santa Clara County Social Services Agency

Santa Clara County- Social Services Agency
 Child Abuse Prevention Program FY 2016
 Contract Period: July 1, 2015– June 30, 2016

**EXHIBIT C: BUDGET PLAN
 RESOURCE TABLE**
 Funding Source: Child Abuse Prevention
 FCS - BNF

Agency Name: Family and Children Services (dba Family & Childre
 Project Name: Building Nurturing Families

Submittal Date: 3/27/2015
 Revision Submittal Date:

Please list all funding sources for this Program (including CAC and matching funds)

| A | B | C | D | E | F |
|------------------------------|-----------------------|------------------|------------------------|------------------------|-------------------------------|
| Source of Funds | Name or Type of Funds | Commitment Code* | FY 14/15 Dollar Amount | FY 15/16 Dollar Amount | Difference Year to Year (E-D) |
| Child Abuse Prevention (CAP) | Contract | 1 | | \$ 43,000 | \$ 43,000 |
| Other Funding Sources: | | | | | \$ - |
| Value of Intern Hours | In-kind | 3 | | \$ 3,045 | \$ 3,045 |
| Unrestricted Donations | Donations | 3 | | \$ 2,016 | \$ 2,016 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| Total Resources | | | \$ - | \$ 48,061 | \$ 48,061 |

| Matching Amount | Requested Amount |
|-----------------|------------------|
| \$5,061.00 | \$43,000.00 |
| | 12% |

Matching amount must be a minimum of 10% of Requested (CAC) Amount

| Commitment Code* | Definitions |
|------------------|--|
| 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 |