

**CONTRACT BETWEEN THE COUNTY OF SANTA CLARA SOCIAL SERVICES  
AGENCY AND SAN JOSE GRAIL FAMILY SERVICES – BIRTH AND BEYOND FAMILY  
EMPOWERMENT PROGRAM**

1. This County of Santa Clara Social Services Agency Contract is between the COUNTY and San Jose Grail Family Services (henceforth, CONTRACTOR), for the Birth and Beyond (BAB) Family Empowerment 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

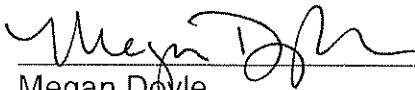
**CONTRACTOR**



\_\_\_\_\_  
Veronica Goei, Executive Director  
San Jose Grail Family 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

76085

Approved: 06/23/2015

# 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. 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.

\*\*\* END \*\*\*



## Exhibit A: Program Provisions

**CONTRACTOR:** San Jose Grail Family Services

**PROGRAM:** Birth and Beyond Family Empowerment Program (BAB)

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 **\$65,000.00**.

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 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.

## Exhibit A: Program Provisions

### 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.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the COUNTY's designated contract/program monitor. The



## Exhibit A: Program Provisions

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

## Exhibit A: Program Provisions

- 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  
 SJGFS - BAB

Agency Name: San Jose Grail Family Services  
 Program Name: Birth and Beyond Family Empowerment Program

Revision Submittal Date: 

04/11/15
05/20/15

**Brief Project Description**  
 The program recognizes that Primary Prevention efforts must begin at an early age and has the goals of developing in parents positive discipline techniques; increasing awareness of child development; promoting positive interactions between parents and children; and assisting parents in setting realistic family goals that impact the healthy development and school readiness of their children. The Family Empowerment Program achieves these goals through the provision of three program components that gives parents of children 0-5 the tools they need to address, and improve, thier children's social, emotional, and physical health, and prepare their children for success in school. These components consist of parenting workshops, case management, and a child enrichment program.

Target Population Funding Category	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		Day/Child Care				
	Parents		Parents		Children				
	Primary Prevention		Primary Prevention		Primary Prevention				
	Child Abuse a1	Matching Funds b1	Child Abuse a2	Matching Funds b2	Child Abuse a3	Matching Funds b3			
Unduplicated Children 0 – 5					20		20	0	20
Unduplicated Youth 6 – 18							0	0	0
Unduplicated Adults 19 & older	42		22				64	0	64
<b>Total Unduplicated Participants</b>	<b>42</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>84</b>
Duplicated Children 0 – 5					120		120	0	120
Duplicated Youth 6 -18							0	0	0
Duplicated Adults 19 & older	84		44				128	0	128
<b>Total Duplicated Participants</b>	<b>84</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>248</b>	<b>0</b>	<b>248</b>
# Hours per Component	504		880		768				
# Hours per Participant	12		40		38				
Cost per Component	\$22,750	\$16,003	\$23,400	\$16,461	\$18,850	\$13,259	\$65,000	\$45,723	\$110,723
Cost per Participant	\$542		\$1,064		\$943				
Cost per Hour	\$45		\$27		\$25				
Start Date for Component	07/01/15		07/01/15		07/01/15				
End Date for Component	06/30/16		06/30/15		06/30/15				

**In the space below, please explain how you calculated the number of hours for Component 1.**  
 Parenting Component is 12 hours a week which includes the hours per week that it takes for facilitating, planning, recruiting, set-up, child care, etc. (Used 48 weeks (x) # of hours used during the week for program)

**In the space below, please explain how you calculated the number of hours for Component 2.**  
 Case management averages 40 hours per participant. This includes a minimum of 8 sessions

**In the space below, please explain how you calculated the number of hours for Component 3.**  
 Teaching and Demonstrating Component: Includes the implementation of the 911 curriculum as well as the Good Touch/Bad Touch Curriculum. Total number of weeks of sessions for both curriculums is twelve. Both curriculums are implemented two times a year (24 weeks total of Teaching and Demonstrating per year). The sessions for each program are each one hour + Four hours Pre and Post assessments + 4 hours for curriculum prep time.

**In the space below, please explain the services or activities that will be paid for by other funding source(s).**

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 GOAL**  
 Funding Source: Child Abuse Prevention  
 SJGFS - BAB

Agency Name: San Jose Grail Family Services  
 Program Name: Birth and Beyond Family Empowerment Program

Submittal Date: 04/11/15  
 Revision Submittal Date: 05/20/15

COMPONENT 1					
UNDUPLICATED	Children	Children w/Disabilities	Caregivers	Caregivers w/Disabilities	
Planned Q1 (unduplicated)					
Planned Q2 (unduplicated)			21		
Planned Q3 (unduplicated)					
Planned Q4 (unduplicated)			21		
<b>Total Unduplicated</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>0</b>	
ACTIVITY DUPLICATED	Children	Children w/Disabilities	Caregivers	Caregivers w/Disabilities	
			84		
<b>Total Duplicated</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>0</b>	
COMPONENT 2					
UNDUPLICATED	Children	Children w/Disabilities	Caregivers	Caregivers w/Disabilities	
Planned Q1 (unduplicated)					
Planned Q2 (unduplicated)			11		
Planned Q3 (unduplicated)					
Planned Q4 (unduplicated)			11		
<b>Total Unduplicated</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	
Activity Duplicated	Children	Children w/Disabilities	Caregivers	Caregivers w/Disabilities	
			44		
<b>Total Duplicated</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>0</b>	
COMPONENT 3					
UNDUPLICATED	Children	Children w/Disabilities	Caregivers	Caregivers w/Disabilities	
Planned Q1 (unduplicated)					
Planned Q2 (unduplicated)	10				
Planned Q3 (unduplicated)					
Planned Q4 (unduplicated)	10				
<b>Total Unduplicated</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	
ACTIVITY DUPLICATED	Children	Children w/Disabilities	Caregivers	Caregivers w/Disabilities	
	120				
<b>Total Duplicated</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Santa Clara County- Social Services Agency  
 Child Abuse Prevention Program FY 2016  
 Contract Period: July 1, 2014 – June 30, 2015

**EXHIBIT B: WORK PLAN  
 OUTCOMES**  
 Funding Source: Child Abuse Prevention  
 SJGFS - BAB

Agency Name: San Jose Grail Family Services  
 Program Name: Birth and Beyond Family Empowerment Program

Submission Date: 04/11/15  
 Revision Submission Date: 05/20/15

COMPONENT 1					
Parent Workshops					
ENGAGEMENT OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		15		15	30
Outcome Statement	70% of participants (30 of 42) will rate the workshops as good to excellent, as reflected by the interest and satisfaction survey.				
Time Frame to Achieve Outcome:	Quarterly				
SHORT-TERM OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		15		15	30
Outcome Statement	By midway through NuParent, 70% of participants (10 of 14) will be able to identify at least one new child development milestone, as reflected in the mid-program knowledge survey. 70% of participants (10 of 14) of Habla Conmigo/ Let's Talk Academy will be able to identify at least two new appropriate discipline techniques they use with their children, as reflected by the mid-program knowledge survey. 70% of participants (10 of 14) in the parent support group will be able to increase their network of support by meeting with at least 2 parents outside of the weekly support group meetings, as reflected by the Parent Support Group Survey.				
Time Frame to Achieve Outcome:	Quarterly				
INTERMEDIATE OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		15		15	30
Outcome Statement	By the end of NuParent, 70% of participants (10 of 14) will be able to identify at least two new activities they engage in that support their child's health and development, as reflected by the NuParent pre and post assessment. 70% of participants (10 of 14) of Habla Conmigo/ Let's Talk Academy will be able to identify at least two new appropriate discipline techniques they use with their children, as reflected by the Habla Conmigo pre and post assessment. 70% of participants (10 of 14) in the parent support group will be able to increase their network of support by meeting with at least 2 parents outside of the weekly support group meetings, as reflected by the Parent Support Group Evaluation.				
Time Frame to Achieve Outcome:	Quarterly				
COMPONENT 2					
Case Management					
ENGAGEMENT OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		8		8	16
Outcome Statement	70% (16 of 22) will have completed the pre Parent Empowerment Assessment Tool (PEAT)				
Time Frame to Achieve Outcome:	8/1/2014				
SHORT-TERM OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		7		7	14
Outcome Statement	60% (14 of 22) will have designed a Family Success Plan and met one of their goals by the end of the third session, as evidenced by the case notes.				
Time Frame to Achieve Outcome:	Quarterly				
INTERMEDIATE OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		7		7	14
Outcome Statement	60% (14 of 22) will have met at least two of their goals pertaining to increase in basic needs, community support, or parenting in the areas of discipline and positive communication by the end of the last session, as measured by the post Parent Empowerment Assessment Tool (PEAT).				
Time Frame to Achieve Outcome:	Quarterly				
COMPONENT 3					
ENGAGEMENT OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		10		10	20
Outcome Statement	A minimum of 20 children who attend the Child Enrichment Program Orientation will have continued their attendance in the program, as measured by attendance sheets.				
Time Frame to Achieve Outcome:	Quarterly				
SHORT-TERM OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		6		6	12
Outcome Statement	60% (12 of 20) of children will be able to say their first name and dial 911 by the end of the 6th session, as reflected by post evaluations.				
Time Frame to Achieve Outcome:	Quarterly				
INTERMEDIATE OUTCOMES	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Number of Participants		6		6	12
Outcome Statement	60% (12 of 20) of children will understand appropriate and inappropriate touching ("good touch/bad touch") by the end of the 12th session, as reflected by post evaluations.				
Time Frame to Achieve Outcome:	Quarterly				



**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  
 STAFFING  
 Funding Source: Child Abuse Prevention  
 SJGFS - BAB**

Agency Name: San Jose Grail Family Services  
 Program Name: Birth and Beyond Family Empowerment Program

Submittal Date: 04/11/15  
 Revision Submittal Date: 05/20/15

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

<b>Staff Member #1</b>	
<b>Name</b>	Martin Huici
<b>Title</b>	Director of Programs
<b>Direct or Indirect Duties/Activities Provided</b>	Direct Director of Programs will provide oversight of Birth and Beyond Family Empowerment Program, supervise the Parent Services Coordinator, Family Literacy Coordinator, and Child Enrichment Staff in the implementation of all programs components and will supervise all program evaluation efforts.
<b>Education, Experience, and Qualifications</b>	The Director of Programs holds degrees from the Toulouse School of Economics and from Penn State University.
<b>Language/Cultural Competence</b>	The Director of Programs is bilingual and bicultured in English and Spanish.

<b>Staff Member #2</b>	
<b>Name</b>	Stephanie Loera
<b>Title</b>	Parent Services Coordinator
<b>Direct or Indirect Duties/Activities Provided</b>	Direct The Parent Services Coordinator will work under the supervision of the Director of Programs to deliver services as outlined under the Case Management and Parent Workshops components for the Birth and Beyond Family Empowerment Program.
<b>Education, Experience, and Qualifications</b>	The Parent Services Coordinator will hold a Bachelor's Degree, Teaching/facilitation experience with adults and children and be Bilingual English/Spanish.
<b>Language/Cultural Competence</b>	Parent Services Coordinator will be bilingual and bicultured in English and Spanish.

<b>Staff Member #3</b>	
<b>Name</b>	Brenda Arenas
<b>Title</b>	Child Enrichment Coordinator
<b>Direct or Indirect Duties/Activities Provided</b>	Direct Will work under the supervision of the Director of Programs to deliver services as outlined under the Child Enrichment components.
<b>Education, Experience, and Qualifications</b>	Child Enrichment Coordinator holds the equivalent of an Associate Degree in nursing from Mexico, has 12 units completed in child development courses, and has over 12 years of experience working with children as a teaching assistant and child enrichment staff member.
<b>Language/Cultural Competence</b>	The Child Enrichment Coordinator is bilingual in English and Spanish.

<b>Staff Member #4</b>	
<b>Name</b>	Gabriela Alvarado
<b>Title</b>	Parent Support Group Facilitator
<b>Direct or Indirect Duties/Activities Provided</b>	Direct Parent Support Group Coordinator will work under the supervision of the Director of Programs to deliver Parent Support Group services under the Parenting Workshop Component of the Birth and Beyond Family Empowerment Program Component.
<b>Education, Experience, and Qualifications</b>	The Parent Support Group Facilitator holds a Bachelor's Degree in Spanish and Speech Language Pathology. She has two years experience working with children and their families.
<b>Language/Cultural Competence</b>	Parent Support Group Facilitator is bilingual and bicultured in English and Spanish.

<b>Staff Member #5</b>	
<b>Name</b>	Jessica Cruz
<b>Title</b>	Office Manager
<b>Direct or Indirect Duties/Activities Provided</b>	Indirect The Office Manager will provide administrative support to all program staff in the implementation of the Case Management, Parenting Workshop, and Child Enrichment components as outlined in the Birth and Beyond Family Empowerment program and complete & submit monthly invoices.
<b>Education, Experience, and Qualifications</b>	The Office Manager holds a General Education Diploma and has over ten years of experience in office management and providing office support.
<b>Language/Cultural Competence</b>	Office Manager is bilingual and bicultured in English and 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  
 SJGFS - BAB

Agency Name: San Jose Grail Family Services  
 Program Name: Birth and Beyond Family Empowerment Program

Submittal Date: 04/11/15  
 Revision Submittal Date:                     

**DIRECT EXPENSES**

<b>SECTION 1: PERSONNEL EXPENSES (Direct Service Staff Only)</b>								
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 of Programs	Martin Huici	\$ 70,000	1 FTE	10%	\$ -	\$ 7,000	\$ 7,000
1b	Parent Services Coordinator	Stephanie Loera	\$ 41,600	1 FTE	95%	\$ 39,520	\$ -	\$ 39,520
1c	Family Literacy Coordinator	Gabriela Alvarado	\$ 41,600	1 FTE	14%	\$ 3,000	\$ 2,824	\$ 5,824
1d								\$ -
1e								\$ -
1f	Subtotal Salaries & Wages					\$ 42,520	\$ 9,824	\$ 52,344
1g	Fringe Benefits @ (20.4% of Salary & Wages)					\$ 8,674	\$ 2,004	\$ 10,678
1h	<b>TOTAL SECTION 1: PERSONNEL EXPENSES</b>					<b>\$ 51,194</b>	<b>\$ 11,828</b>	<b>\$ 63,022</b>

<b>SECTION 2: CONTRACT &amp; HOURLY STAFF EXPENSES (Direct Service Only)</b>								
2a	Child Enrichment Coordinator	Brenda Arenas	\$ 13,650		52%	\$ 2,508	\$ 4,590	\$ 7,098
2b	Child Enrichment Staff	Maria Frias	\$ 9,277		30%	\$ -	\$ 2,783	\$ 2,783
2c	Child Enrichment Staff	Martha Frias	\$ 9,277		30%	\$ -	\$ 2,783	\$ 2,783
2d								
2e								
2f	Subtotal Contract & Hourly Expenses					\$ 2,508	\$ 10,156	\$ 12,664
2g	Other Costs Associated with Contract/Hourly Staff (e.g., Workers Comp)					\$ 376	\$ 1,523	\$ 1,899
2h	<b>TOTAL SECTION 2: CONTRACT &amp; HOURLY STAFF EXPENSES</b>					<b>\$ 2,884</b>	<b>\$ 11,679</b>	<b>\$ 14,563</b>

<b>SECTION 3: OPERATING EXPENSES</b>								
3a	Audit Fees					\$ 1,575	\$ 630	\$ 2,205
3b	Utilities					\$ 1,181	\$ 1,998	\$ 3,179
3c	Insurance					\$ 1,023	\$ 2,135	\$ 3,158
3d	Office Supplies					\$ 191	\$ 2,263	\$ 2,454
3e	Communication Expenses					\$ 191	\$ 1,768	\$ 1,958
3f	Refreshments					\$ 538	\$ 3,117	\$ 3,655
3g	IT Expense					\$ 750	\$ 2,591	\$ 3,341
3h	<b>TOTAL SECTION 3: OPERATING EXPENSES</b>					<b>\$ 5,449</b>	<b>\$ 14,502</b>	<b>\$ 19,951</b>

**INDIRECT EXPENSES (Maximum 10% of Total Budget)**

<b>SECTION 4: INDIRECT PERSONNEL EXPENSES</b>								
	Position Title	Name	Annual Salary	Agency FTE	Contract FTE	CAC Indirect Costs (D*F)	Matching Funds	Total
4a	Office Manager	Jessica Cruz	\$ 36,691	1 FTE	26%	\$ 3,133	\$ 6,407	\$ 9,540
4b						\$ -	\$ -	\$ -
4c						\$ -	\$ -	\$ -
4d						\$ -	\$ -	\$ -
4e						\$ -	\$ -	\$ -
4f	Subtotal Indirect Personnel Expenses					\$ 3,133	\$ 6,407	\$ 9,540
4g	Fringe Benefits @ (20.4% of Salary and Wages Expense)					\$ 639	\$ 1,307	\$ 1,946
4h	<b>TOTAL SECTION 4: INDIRECT PERSONNEL EXPENSES</b>					<b>\$ 3,772</b>	<b>\$ 7,714</b>	<b>\$ 11,486</b>

<b>SECTION 5: INDIRECT EXPENSES - OTHER</b>								
5a	Overhead/Administrative					\$ 1,701	\$ -	\$ 1,701
5b								\$ -
5c								\$ -
5d								\$ -
5e	<b>TOTAL SECTION 5: INDIRECT EXPENSES - OTHER</b>					<b>\$ 1,701</b>	<b>\$ -</b>	<b>\$ 1,701</b>

6	<b>TOTAL DIRECT EXPENSES</b>					<b>\$ 59,527</b>	<b>\$ 38,009</b>	<b>\$ 97,536</b>
7	<b>TOTAL INDIRECT EXPENSES</b>					<b>\$ 5,473</b>	<b>\$ 7,714</b>	<b>\$ 13,187</b>
8	<b>TOTAL PROPOSED BUDGET</b>					<b>\$ 65,000</b>	<b>\$ 45,723</b>	<b>\$ 110,723</b>

# 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  
SJGFS - BAB

Agency Name: San Jose Grail Family Services  
Program Name: Birth and Beyond Family Empowerment Program

Submittal Date: 04/11/15  
Revision Submittal Date: 05/20/15

## DIRECT EXPENSES

### SECTION 1: PERSONNEL EXPENSES (Direct Service Staff Only)

Director of Programs: Martin Huici will provide oversight of Birth and Beyond Family Empowerment Program, supervise the Parent Services Coordinator, Family Literacy Coordinator, and Child Enrichment Staff in the implementation of all programs components and will supervise all program evaluation efforts. The Parent Services Coordinator, Stephanie Loera: will work under the supervision of the Director of Programs to deliver services as outlined under the case management and Parent Workshop components for the Birth and Beyond Family Empowerment; Gabriela Alvarado: The Family Literacy Coordinator will work under the supervision of the Director of Programs to deliver services as outlined under the Parent Support Group component of the Birth and Beyond Family Empowerment Program. Brenda Arenas: The Program Coordinator will work under the supervision of the Director of Programs to deliver services as outlined under the Program component for the Birth and Beyond Family Empowerment Program. Maria Frias, Child Enrichment Staff will work under the supervision of the Program Coordinator to provide quality childcare and enrichment as outlined under the Program component of the Birth and Beyond Family Empowerment Program.

### Fringe Benefits for Direct Staff (line 1g on your Program Budget)

The Fringe Benefits are calculated at 20.4% of the total direct labor costs applied to this program. Parent Services Coordinator will devote 95% of her time to this program, Director of Programs will devote 10% of his time supervising this program, Family Literacy Coordinator will devote 14% of her time to this program and Child Enrichment Staff will devote 52% of her time to this program.

### SECTION 2: CONTRACT & HOURLY STAFF (Direct Service Only)

Child Enrichment Coordinator will devote 52% of her time to this program, Child Enrichment Staff will devote 30% of their time to this program.

### Other Costs Associated with Contract/Hourly Staff (line 2g on your Program Budget)

The Fringe Benefits are calculated at 15% of the total direct labor costs applied to this program.

### SECTION 3: OPERATING EXPENSES

This program represents 7% of the estimated annual budget of Grail Family Services. Operating expenses, Audit Fees, Utilities, Insurance, Office Supplies, Communication Expense and IT Expense are allocated using the following %'s. \$9100 is budgeted for the annual audit. Program allocation is \$1575, this represents 18% of the overall budget. \$15000 is budgeted for the annual Utilities expense. Program allocation is \$1180, this represents 8% of the overall budget. \$8600 is budgeted for the annual insurance policies. Program allocation is \$1023, this represents 13% of the overall budget. \$7000 is budgeted for the annual office supplies expense. Program allocation is \$191, this represents 2% of the overall budget. \$8000 is budgeted for annual communication expense. Program allocation is \$191, this represents 2% of the overall budget. \$10000 is budgeted for the annual refreshments. Program allocation is \$538, this represents 6% of the overall budget. \$10000 is budgeted for the annual IT expenses. Program allocation is \$750, this represents 8% of the overall budget.

## INDIRECT EXPENSES

### SECTION 4: INDIRECT PERSONNEL EXPENSES

The Office Manager will provide administrative support to all program staff in the implementation of the Case Management, Parenting Workshop, and Child Enrichment components as outlined in the Birth and Beyond Family Empowerment Program. She will also be responsible for completing and submitting monthly invoices.

### Fringe Benefits for Indirect Personnel Expenses

The Fringe Benefits are calculated at 20.4% of the total indirect labor costs. Jessica Cruz is expected to devote 26% of her time to this program.

### SECTION 5: INDIRECT EXPENSES - OTHER

Overhead/Administrative Expenses are calculated at 1.5% of the overall total program budget of \$110723

**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  
 SJGFS - BAB

Agency Name: San Jose Grail Family Services  
 Project Name: Birth and Beyond Family Empowerment Program

Submittal Date: 4/11/2015  
 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)
Santa Clara County Social Service Agency	Child Abuse Prevention	2	\$ 83,950	\$ 65,000	\$ (18,950)
Bella Vista Foundation	Matching Funds	2	\$ 25,000	\$ 30,000	\$ 5,000
Participant Fees	Matching Funds		\$ 5,000	\$ -	\$ (5,000)
Individual donations	Matching Funds	3	\$ 8,220	\$ 723	\$ (7,497)
Morgan Family Foundation	Matching Funds	2	\$ -	\$ 15,000	\$ 15,000
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Resources</b>			\$ 122,170	\$ 110,723	\$ (11,447)

Matching Amount	Requested Amount
\$45,723	\$65,000
	70%

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