

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing Agreement**

Purchase Order Number:	4300021919	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 675,962.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 984,962.00
Current Agreement End Date:	2/29/2024	New Agreement End Date:	6/30/2024

**For County Use Only – SAP**

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<b>Line 1</b>	H	0202	5255500	3832	309,000		103405
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						

**Parties to Agreement**

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

**Contractor**

Contractor Name (As Displayed In SAP):	YWCA
Contact Person:	Adriana Caldera
Street Address *:	375 S 3rd Street
City, State, Zip *:	San Jose, CA 95112
Telephone Number *:	408-295-4011 ext 3629
Email Address *:	acaldera@yourywca.org
SCC Vendor Number (As Assigned In SAP):	1011451





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

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Office of the District Attorney	Department Number: 0202
Program Manager or Contract Monitor Name:	Jennifer Puthoff	
Street Address:	455 O'Connor Drive, Suite 150	
City, State, Zip:	San Jose, CA 95128	
Telephone Number:	669-297-2572	
Fiscal Contact (Accounts Payable Contact):	Valerie Du	
Contract Preparer:	Sandra Andrade	

**Signatures**

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	<small>DocuSigned by:</small>  <small>570755FC08004AB...</small>	Date:	9/1/2023
Agency/Department Fiscal Officer:	<small>DocuSigned by:</small>  <small>04B390D139AC423...</small>	Date:	8/29/2023
County Counsel Approval as to Form and Legality: <i>(Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)</i>	<small>DocuSigned by:</small>  <small>143D7DA7EAEF4F2...</small>	Date:	8/29/2023
Contractor:	<small>DocuSigned by:</small>  <small>5E0405E7C9DF45E...</small>	Date:	8/30/2023
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>		Date:	
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Tiffany Lennear Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

Extend term agreement from 2/29/2024 to 6/30/2024

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Amend Contract Specifics***Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.*

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 675,962
B.	Amount of increase or decrease: (Explain below)	\$ 309,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 984,962

**Explanation of increase / decrease** (include new payment terms if applicable):

A-3

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement**☐**Amend Standard Provisions**

Or see Attachment\_\_\_\_\_as incorporated by this reference

Or Section VI. Standard Provisions is replaced in its entirety by Attachment\_\_\_\_\_

☐**Other (please explain below)**

Or see Attachment\_\_\_\_\_as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):

\$ 675,962

Financial obligation in current fiscal year:

\$

Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):

\$ 984,962

**Insurance**☒

Insurance does not require changes

☐

Insurance Exhibit is replaced by Exhibit B\_\_\_\_\_attached and incorporated by this reference.

### Attachment A-3

Explanation of increase/decrease: Addition of Santa Clara County general funding of \$309,000 for fiscal year 2023-2024.

The following replaces Attachment A-2

#### PAYMENT SCHEDULE

1. The maximum compensation paid to Contractor under this Agreement must not exceed \$984,962.00
  - a. CalOES XC grant funding for the performance period between January 1, 2023 to December 31, 2023 is \$160,000. All previous CalOES XC grant funding available for the provision of services through this contract has expired and is unavailable as of December 31, 2022.
  - b. NCA grant funding for the performance period between January 1, 2023 to December 31, 2023 is \$23,000. All previous NCA grant funding available for the provision of services through this contract has expired and is unavailable as of December 31, 2022.
  - c. Santa Clara County general funding for the performance period between July 1, 2023 to June 30, 2024 is \$309,000, and will be unavailable as of June 30, 2024. All previous Santa Clara County general funding available for the provision of services through this contract—\$309,000—has expired and became unavailable as of June 30, 2023.
2. Contractor will send an invoice to [DAOAccountsPayable@dao.sccgov.org](mailto:DAOAccountsPayable@dao.sccgov.org) on a quarterly basis for costs incurred during that quarter. Effort certification is required for each staff to be submitted with the NCA invoice.
  - a. Invoices should be sent by the indicated due dates below for the respective quarter:
    - i. January 1 to March 31, 2023. Invoice due April 14, 2023.
    - ii. April 1 to June 30, 2023. Invoice due July 14, 2023, with the exception for the General Fund billing which is due July 7, 2023.
    - iii. July 1 to September 30, 2023. Invoice due October 16, 2023.
    - iv. October 1 to December 31, 2023. Invoice due January 10, 2024, with the exception for the NCA billing which is due December 15, 2023.
    - v. January 1 to March 31, 2024. Invoice due April 15, 2024.
    - vi. April 1 to June 30, 2024. Invoice due July 5, 2024. This is a strict deadline, and no invoice will be accepted late.
  - b. Contractor will submit a combined invoice for XC grant funds and Santa Clara County General Fund. Invoices should clearly separate the amount billed to each funding source on the cover page. Supporting documentation must specifically reflect the costs associated with each funding source, and how much used from each funding source, for all expenses including full-time equivalents (FTEs) and operating costs. Contractor will submit separate invoices for NCA grant funds.

The following replaces Attachment B-2:

## Attachment A-3

Line-item Description and Calculation	
<b>Prior Funds</b>	
<b>Expired XC and NCA Grant Funds (2022)</b>	<b>\$ 183,962.00</b>
<b>Expired Santa Clara County General Fund (FY2023)</b>	<b>\$ 309,000.00</b>
<b>Current Funds</b>	
YWCA Salaries and Benefits	\$ 141,501.00
YWCA Operating Expenses	\$ 3,975.00
YWCA Indirect Costs (10% de minimus rate)	\$ 14,524.00
<b>XC22050430 (2023) Grant Total</b>	<b>\$ 160,000.00</b>
YWCA Advocacy Services @ \$40 to \$60 per hour	\$ 23,000.00
<b>NCA (2023) Grant Total</b>	<b>\$ 23,000.00</b>
<b>Added Funds</b>	
YWCA Salaries and Benefits	\$ 247,938.00
YWCA Operating Cost and 10% Indirect Cost	\$ 61,062.00
<b>Santa Clara County General Fund (FY2024) Total</b>	<b>\$ 309,000.00</b>
<b>Total</b>	<b>\$ 984,962.00</b>

Operating expenses are direct costs to the program that may include services charges, telephone/cellphone, utilities, program supplies (such as food/snack/beverage for clients), etc. Indirect costs are costs that cannot be directly assigned to the program (e.g., overhead, accounting services, administrative services).

#### Budget Narrative – XC Grant

Budget Narrative: Contractor will utilize XC project funds to fund the salary and benefit costs of one full-time Child Advocacy Center (CAC) Coordinator (The title for a Community Based Victim Advocate at the YWCA is CAC Coordinator), a portion of the YWCA Counseling and Healing Services Manager, a portion of the Children's Services Coordinator, a portion of the Crisis Support Counselor, and a portion of the Community Support Advocate along with Operating Expenses and 10% Indirect Costs.

The *YWCA CAC Coordinator* is on-site at the CAC and provides crisis intervention, forensic medical exam accompaniment and confidential advocacy services to victims and their families. After the initial contact, the YWCA CAC Coordinator provides follow-up services to the victim and their family, and coordinates referrals for on-going services. Depending on client need, the CAC Coordinator can arrange for additional crisis intervention services by mobilizing YWCA and Community Solutions internal rotations, depending on jurisdiction (Southern, Central, or Northern County). Additionally, the YWCA CAC Coordinator creates warm handoffs with non-project funded YWCA Advocates as needed to further assist survivors with civil and/or family court accompaniment, and referrals to other internal YWCA services, including childcare, therapy, and housing.

The Counseling and Healing Services Manager provides direct supervision to the CAC YWCA team and ensures that there is effective program integration between therapeutic services and YWCA CAC confidential advocate services. They also serve as the YWCA representative on the CAC Leadership Team and are manager on-call for afterhours support.

The Children's Services Coordinator II provides coordination of care to children and families as well as on-site supervision and support to YWCA staff. Additionally provides direct services such as crisis counseling, safety planning, community support and engagement, support groups, community referrals, and information to individuals and families referred from the CAC.

### Attachment A-3

The Crisis Support Counselor provides crisis counseling, safety planning, community support and engagement, support groups, community referrals, and information to individuals and families referred from the CAC.

The Community Support Advocate is on-site at the CAC and provides advocacy, on-going emotional support/counseling, case management, and community referrals to victims and their families.

#### Budget Narrative – NCA Grant

Budget Narrative: Contractor will utilize NCA grant funds to provide direct advocacy services at the CAC. This funding is to cover the Advocate(s) at an hourly rate starting at \$40/hour and up to \$60/hour; maximum of \$480/day. Total number of hours will be a minimum of 383.33 and not to exceed 575 hours.

#### Budget Narrative – Santa Clara County General Fund

Contractor will utilize Santa Clara County General Fund to support one on-site Community Based Victim Advocate, one Case Manager, one Crisis Counselor, crisis intervention staffing, and related operating and administrative expenses and indirect costs associated with YWCA staffing for CAC.

The Community Based Victim Advocate provides support for immediate/basic needs, safety planning, advocacy, emotional support/counseling, accompaniment to medical exams and forensic interviews, as well as community referrals to victims and their families on-site.

The Case Manager provides criminal/systems advocacy, case management, assessments, on-going emotional support/counseling, and community referrals to individuals and families referred from the CAC.

The Crisis Counselor provides crisis counseling, safety planning, community support and engagement, support groups, community referrals, and information to individuals and families referred from the CAC.

The Crisis intervention staffing provide daytime and after hours in-person crisis intervention response to child abuse survivors/families.