

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

Purchase Order Number:	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):
------------------------	-------------------	---	---

Maximum Financial Obligation (Prior to this Amendment):	\$ 270,762.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 384,512.00
Current Agreement End Date:	03/31/2024	New Agreement End Date:	3/31/2025

**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	3845	45,000		GB202VSG00
<b>Line 2</b>	H	0202	5255500	3850	23,750		GB202NCACD
<b>Line 3</b>	H	0202	5255500	3845	.01		GB202VSG00
<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):	Community Solutions
Contact Person:	Perla Flores
Street Address *:	9015 Murray Ave
City, State, Zip *:	Gilroy, CA 95020
Telephone Number *:	408-942-7138
Email Address *:	perla.flores@communitysolutions.org
SCC Vendor Number (As Assigned In SAP):	1002543

\* 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: 202
Program Manager or Contract Monitor Name:	Jennifer Puthoff	
Street Address:	450 O'Connor Drive, Suite 150	
City, State, Zip:	San Jose, CA 95128	
Telephone Number:	669-299-8809 669-297-2572 (mobile)	
Fiscal Contact (Accounts Payable Contact):	Valerie Du	
Contract Preparer:	Alex Villanueva	

**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:	DocuSigned by: <i>Jeffrey F. Rosen</i>	Date:	1/30/2024
Agency/Department Fiscal Officer:	DocuSigned by: <i>Mei-Ching Hsiao</i>	Date:	1/30/2024
County Council Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	DocuSigned by: <i>Shana Heller</i>	Date:	1/26/2024
Contractor:	DocuSigned by: <i>Erin O'Brien</i>	Date:	1/29/2024
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:  Curtis Boone Acting Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>		

**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 the term of the agreement from 3/31/24 to 3/31/2025.

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 A3 as incorporated by this reference

 **Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 270,762.00
B.	Amount of increase or decrease: (Explain below)	\$ 113,750.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 384,512.00

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

Or see Attachment A3 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):	\$ 270,762.00
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):	\$ 384,512.00

### Insurance



Insurance does not require changes



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

## Attachment A3

Cal OES has issued grant approval for the XC23 06 0430 County Victim Services Grant. NCA has issued grant approval for 2024.

The following replaces Attachment A-2,

## PAYMENT SCHEDULE

1. The maximum compensation paid to Contractor under this Agreement must not exceed \$384,512.00
  - a. CalOES XC grant funding for the performance period between January 1, 2024 to December 31, 2024 is \$90,000. All previous CalOES XC grant funding available for the provision of services through this contract has expired and is unavailable as of December 31, 2023.
  - b. NCA grant funding for the performance period between January 1, 2024 to December 31, 2024 is \$23,750. All previous NCA grant funding available for the provision of services through this contract has expired and is unavailable as of December 31, 2023.
2. Contractor will send invoice to 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, 2024. Invoice due April 15, 2024
    - ii. April 1 to June 30, 2024. Invoice due July 15, 2024
    - iii. July 1 to September 30, 2024. Invoice due October 15, 2024.
    - iv. October 1 to December 31, 2024. Invoice due January 10, 2025, with the exception for NCA billing which is due December 20, 2023.
  - b. Contract will submit separate invoices for each distinct funding source.

The following replaces attachment B-1:

Line-item Description and Calculation	Total
<b>Prior Funds</b>	
<b>Expired XC and NCA Grant Funds (2022)</b>	<b>\$ 113,962.00</b>
<b>Santa Clara County General Fund</b>	<b>\$ 43,800.00</b>
<b>Expired XC and NCA Grant Funds (2023)</b>	<b>\$ 113,000.00</b>
<b>Added Funds</b>	
Community Solutions Salaries and Benefits	\$ 77,864.00
Community Solutions Operating Expenses	\$ 3,954.00
Community Solutions Indirect Costs (10% de minimus rate)	\$ 8,182.00
<b>XC23 06 0430 Grant Total</b>	<b>\$ 90,000.00</b>
Community Solutions Advocacy Services @ \$81.25 per hour	\$ 23,750.00
<b>NCA 2024 Grant Total</b>	<b>\$ 23,750.00</b>
<b>Total</b>	<b>\$ 384,512.00</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).

## Attachment A3

### Budget Narrative – XC Grant

Contractor will utilize XC project funds to fund the salary and benefit costs of one *Victim Advocate Case Manager* (\$77,864 along with *Operating* (\$3,954 and *Indirect Costs* \$8,182). The Community Solutions CAC Community Based Victim Advocate/ Case Manager is on-site at the CAC full-time and provides confidential, comprehensive victim advocacy services including crisis intervention services to survivors and their families. These services enhance client safety, help survivors examine their rights and options, encourage steps towards informed decision making, and help survivors locate and mobilize resources. All individual crisis counseling sessions occur in private to ensure victim confidentiality and to build trust. Advocates help survivors plan for future safety and connect them to community resources such as shelters, victim compensation, legal representation, and therapeutic services. Additionally, the Community Solutions CAC Community Based Victim Advocate/ Case Manager will provide accompaniment to survivors for forensic interviews with law enforcement and during forensic medical exams.

Additionally, the Community Solutions CAC Community Based Victim Advocate/ Case Manager will provide follow-up services to victims and be assisted by their Community Solutions colleagues. Specifically, they will be assisted by Community Solutions on-call advocates who respond to local law enforcement, the Department of Family and Children's Services, medical personnel, and other system partners 24 hours a day, 365 days per year, to provide support during pediatric and teen forensic medical exams.

Lastly, the Community Solutions CAC Community Based Victim Advocate/Case Manager will have access to all supportive services available through Community Solutions, including the 24-hour bilingual (English/Spanish) crisis line. All staff and volunteers who answer the crisis line are trained and certified intimate-partner violence/sexual assault/human trafficking advocates. All Community Solutions XC-funded staff will complete monthly functional timesheets in accordance with grant guidelines.

### Budget Narrative – NCA Grant

Contractor will utilize NCA grant funds to provide direct advocacy services (Community Based Advocate) at the CAC. This funding is to cover the Community Based Advocate at an hourly rate of \$81.25 for a total of 292.311 hours, maximum of \$650 per day.