

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

Purchase Order Number:	4300021869	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 800,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 862,500.00
Current Agreement End Date:	06/30/2023	New Agreement End Date:	

**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	0415	5255100	4384	\$62,500	FY23 Services	
<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):	Catholic Charities of Santa Clara County
Contact Person:	Greg Kepferle
Street Address *:	2625 Zanker Road
City, State, Zip *:	San Jose, CA 95133
Telephone Number *:	(408) 325-5196
Email Address *:	gkepferle@catholiccharitiesscc.org
SCC Vendor Number (As Assigned In SAP):	1002065




\* 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**

<b>County of Santa Clara</b>		
Agency / Department:	Behavioral Health Services Department	Department Number: 0415
Program Manager or Contract Monitor Name:	Rebecca Cardenaz	
Street Address:	151 W. Mission Street	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	408-535-4274	
Fiscal Contact (Accounts Payable Contact):	Angeleah Macatiag 669-235-2152	
Contract Preparer:	Jason Truchon 669-235-2111	

**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: Shuni Teras DAB699BA2A1544D...	Date:	3/30/2023
Agency/Department Fiscal Officer:	 DocuSigned by: Vincent Robben D6564BA08EDE444...	Date:	3/31/2023
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: Megan Wheelahan 09E48CE8693043D...	Date:	3/29/2023
Contractor:	 DocuSigned by: Gregory Koppala 16D9B82FA2C9454...	Date:	3/16/2023
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>	 DocuSigned by: Jeffrey V. Smith 21E905DBD1084D7...	Date:	4/1/2023
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>	 DocuSigned by: Jeffrey V. Smith 21E905DBD1084D7...	Date:	4/1/2023
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

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.*

Attachment A2 is hereby replaced in its entirety by Attachment A3.

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)	\$ 800,000
B.	Amount of increase or decrease: (Explain below)	\$ 62,500
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 862,500

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

Please see Exhibit B3 (FY23).

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):	\$ 400,000 (FY22)
Financial obligation in current fiscal year:	\$ 462,500 (FY23)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 862,500 (FY22-FY23)

**Insurance**



Insurance does not require changes



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

Attachment A3

Catholic Charities of Santa Clara County Faith-Based Resource Center

Contractor	Catholic Charities of Santa Clara County
Reporting Unit	U-49
Program Name	County of Santa Clara Faith Based Resource Center (FBRC)
Program Address	2625 Zanker Road, San Jose, CA 95113
Program Contact Person	Greg Kepferle (408) 325-5196

**I. Target Population**

- A. Contractor shall serve adults (ages 18 to 59) and older adults (60 and over) who are exiting incarceration and returning to the community within the last twelve (12) months and/or who are involved in the criminal justice system (i.e., Probation, Parole, Pre-trial, etc).
- B. Clients served must be residents of Santa Clara County, and may have mental health and/or co-occurring (mental health and substance abuse) conditions.
- C. Clients may be returning to the community from the court system with conditions of release that may include obtaining community treatment services, stable housing, and employment.
- D. Clients referred by criminal justice agencies, other faith-based organizations, and self-referred clients.

**II. Service Description and Requirement**

- A. The County of Santa Clara Behavioral Health Services Department and Office of the County Executive - Diversion and Reentry Services (“County”) shall provide joint oversight for this program.
- B. Contractor shall collaborate with the County and other Faith-Based Resource Centers (FBRCs) to create a network of faith-based services accessible to Santa Clara County residents.
  - 1. Expected caseload shall be reflected in Table 1 below.
  - 2. Clients shall be limited to a maximum of twelve (12) months of services.
  - 3. Clients needing FBRC services beyond twelve (12) months must obtain approval from the County Program Monitor.

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Catholic Charities of Santa Clara County Faith-Based Resource Center

Table 1: Catholic Charities of Santa Clara County Projected Data for Expected Caseload.

Active Caseload	85
Clients Seen Annually	85
Length of Stay	12 months

A. Contractor shall perform the following tasks:

1. Provide faith-based services and supports to voluntary clients, at no cost, regardless of their faith traditions.
2. Provide an open, safe, and welcoming community for clients and their families.
3. Provide services and supports at other church locations, or in locations where clients regularly congregate, as requested by partner organizations or by the clients.
4. Develop and maintain a list of services offered to clients, including how clients shall be connected with other resources and services.
  - a. Outreach and linkage to services/community resources shall be provided to clients being released from custody and/or their family members. Contractor shall provide staff coverage to host resource tables, including evening hours, at Elmwood Facility.
  - b. The Contractor shall work with County in the development of calendars in which Contractor staff will provide staff coverage at the resource tables at Elmwood and Main Jail. This schedule will be based on Contractor staff availability and may include day and evening shifts.
    - i. The Contractor shall provide the County Program Monitor the names of assigned staff covering the resource tables, including the centers designated days at times.
    - ii. In the event that Contractor staff members are unable to cover any assigned shift at resource tables, the Contractor shall:
      - a) Designate alternative staff members to ensure coverage if staffing availability permits, and
      - b) Immediately notify the County Program Monitor of any changes.
5. Develop and maintain a list of services offered to clients, including how clients shall be connected with other resources and services.

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6. Coordinate work with Faith Reentry Collaborative<sup>1</sup> (FRC) member congregations to:
  - a. Meet current unmet and/or additional client needs; and
  - b. Facilitate internal staff /volunteer participation in required trainings as defined by the FRC.
7. Implement a mentoring program, based on a mutually agreed upon model between the County and Contractor that shall provide volunteer mentors to support clients transitioning back to their community. The model must ensure the following:
  - a. All mentors are screened, oriented, and endorsed by Contractor;
  - b. All mentors have completed the necessary training program as offered by FRC; and
  - c. All mentors are adequately supervised and supported in mentoring activities.
8. Develop marketing materials that describe programs, services, and accessibility for client recruitment and referrals.
9. Complete necessary documentation for FBRC activities.
10. Manage client support flex funds (flex funds) for approved support services. This includes assistance for criminal justice-involved adults/older adults in need of one-touch services.
  - a. One touch services are designated for individuals who have declined ongoing case management services from the FBRC but require one-time assistance with support services.
  - b. Approved services for case managed clients include transportation, minor car repairs as approved by the County, employment preparation, education, grooming, housing, household goods, clothing, living expenses, medical/dental/vision treatments, storage, food, and childcare.
  - c. Flex funds shall not be used for staff expenditures (e.g., food, gas, supplies, entertainment events, etc.)
  - d. No funds provided directly from the County to Contractor may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

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<sup>1</sup> Faith Re-entry Collaborative (FRC) of Santa Clara County is a steering committee charged with engaging the faith community of Santa Clara County, developing work plans in service-specific subcommittees, and overseeing the implementation of subcommittee work plans. While the BHSD conducts reporting and provides funding, the Santa Clara County Office of Re-entry Services collaborates with all FBRC contractors. FRC is made up of a diverse group of faith leaders, County staff from multiple departments (e.g., BHSD, Probation, etc.), consumers, family members of consumers, and other stakeholders.

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Catholic Charities of Santa Clara County Faith-Based Resource Center

11. Ensuring client assessment and incident report procedural duties are completed in a timely manner.
  - a. Upon making a determination that the client has a history of chronic homelessness, Contractor shall complete the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) utilized to determine the risk and prioritization assistance to homeless and at risk of homelessness clients in need of County services.
  - b. Contractor shall submit an incident report to the County when an event that causes or has the capacity to cause physical or psychological injury or has the potential for a claim or litigation occurs.
    - i. When submitting incident reports, Contractor shall abide the Behavioral Health Services Department (BHSD) P&P #412-122: Outpatient Behavioral Health Services Department Incident Reports for Contract Operated Programs
    - ii. Additionally, Contractor shall immediately notify the County Program Monitor when an incident involving a COUNTY client occurs.

B. Hours of Operation

1. The FBRC staff will be available twenty-four (24) hours daily to address the emergency needs of the FBRC clients.
2. Regular office hours shall be Monday through Friday, from 9:00 am to 5:00 pm.
3. After-hour services provide additional support to clients placed or being placed in the community. The procedure for after-hour services is as follows:
  - a. Receive a telephone call from Client or County staff requesting after-hours assistance on behalf of client(s).
  - b. After contact has been made to the after-hours hotline, the after-hours team shall respond via telephone within fifteen (15) minutes of the original call.
  - c. Assessment is completed by the after-hours staff and, if deemed necessary, the after-hours on-duty staff member shall be dispatched to visit the client within one (1) hour of original call to help facilitate the emergent need (e.g., temporary housing/placement, etc.)
4. Public Health Emergency or Other Emergency Disaster Plan
  - a. Contractor is required to have policies and procedures to address disaster preparedness during a Public Health Emergency or other emergency disaster.
  - b. Contractor shall continue to deliver services during a Public Health Emergency or other emergency disaster, including but not limited to a pandemic such as the COVID-19 pandemic.
  - c. Contractor shall develop and implement protocols and procedures based on the guidance of appropriate agencies, such as the County Health Officer,



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CDC, FEMA, or others, as applicable, are followed to protect staff and clients for service delivery during a Public Health Emergency or other emergency disaster, including but not limited to a pandemic such as the COVID-19 pandemic.

**III. Deliverables and Tasks**

- A. Contractor shall provide the following deliverables and perform the following tasks related to data collection, reporting, and program evaluation as developed in collaboration with the County and other FBRCs.
1. Develop a summary of the services offered by the Contractor to the target population. A schedule of services shall be submitted to the County within thirty (30) days of the contract start date.
  2. Develop an initial client intake information tool. Collaborate with the County and other FBRCs, to determine the parameters for data. The intake information tool is due within thirty (30) days of the contract start date.
  3. Implement, utilize, and maintain all tools, summaries, and plans listed in this Agreement.
  4. Contractor shall maintain records of the clients, including client's name, date of service, demographic information, list of services required and provided, and if applicable, any flex funds used.
  5. Contractor shall submit monthly, quarterly, and annual reports in a format mutually agreed upon with the County.

**IV. Goals, Objectives, and Outcomes:**

A. Goals

1. Contractor shall align its programs to achieve the following goals:
  - a. Increase meaningful use of time and capabilities in school, work, and activity;
  - b. Reduce homelessness and increase access to safe and permanent housing;
  - c. Increase access to and knowledge of mental health services and substance abuse treatment;
  - d. Increase family reunification;
  - e. Increase meaningful use of time and capabilities in school, work, and activity;
  - f. Increase employment stability;
  - g. Increase natural networks of supportive relationships;
  - h. Reduce incarceration;
  - i. Increase self-help and consumer/family involvement;
  - j. Reduce stigma and discrimination;
  - k. Reduce psycho-social impact of trauma; and

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1. Reduce suicide risk.

B. Objectives:

1. Engage adults and older adults recently released from jail or prison and their families with the coordination of services required to facilitate the client's reintegration back into the community. Assist clients to determine a plan that increases their use of time in meaningful activities (e.g., work, school, etc.)
2. Assist clients to reduce the likelihood of incarceration or reoffending.
3. Assist clients to access substance abuse treatment, if needed.
4. Assist clients with access to mental health services, including the reduction of psycho-social trauma, if needed.
5. Assist clients with building and strengthening natural supportive relationships.
6. Assist clients with securing safe and long-term housing.

C. Measurement Methods

1. Contractor shall follow the County's data reporting requirements and provide the collected data to be utilized for performance analysis and funding purposes.
  - a. Methods shall include utilizing a workbook template provided by the County, to collect service data for outcomes and data reporting.
  - b. This service data shall include client demographic information and other appropriate data into the BHSD data information system.
  - c. When applicable, Contractor shall be expected to initiate other data collection methods which include but is not limited to entering data into a database as specified by the County and electronic submission of data to the County using other formats, including, but not limited to, Microsoft Excel.
2. Contractor shall perform the following tasks related to data collection, reporting, and program evaluation developed in collaboration with the County and other FBRCs.
  - a. Provide a summary of the services Contractor's program shall offer. A schedule of services shall be submitted to the County within thirty (30) days of the contract start date.
  - b. Provide results from Contractor's use of the Participant Self-Sufficiency Matrix, designed to evaluate self-sufficiency with eighteen (18) self-sufficiency domains. This tool shall be administered at intake with follow-up assessments every three (3) to six (6) months for the duration of services received and should be available in English and Spanish.
  - c. Complete a quarterly Excel participant template workbook that contains the following data collection elements:
    - i. Number of participants served (duplicated)

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- ii. Number of participant encounters/visits to the FBRC (duplicated)
  - iii. Total number of referrals made offsite by service category
  - iv. Socio-demographic information derived from participant's intake including confirmation of evaluation consent
  - v. Self-Sufficiency Matrix Scores
  - vi. Referrals and flex-funds provided to County FBRC participants
  - vii. Utilization of a client feedback form should be made available in the six (6) threshold languages (English, Spanish, Tagalog, Vietnamese, Mandarin/Cantonese, and Farsi) which FBRC participants can evaluate services, meetings, groups, and other events they attended
3. Contractor shall follow the County's data reporting requirements to be utilized for performance analysis.
  4. Contractor shall assess performance quarterly in order to improve program processes as part of a Quality Improvement Plan.

**V. Performance Standards**

- A. Services must be client and family driven and respect the individual needs of each client.
- B. Services must be guided by the principles of cultural competence, wellness, recovery, and resiliency with an emphasis on building the client's strengths and resources with the community, families, peers, and other social networks.
- C. Services shall be linguistically and culturally competent. Contractor must acknowledge the roles that cultural and ethnic identity plays in achieving wellness, recovery, and resilience.
- D. Contractor's program shall contribute to community development on a regional basis, opening doors to community resources and services to meet client needs, and provide leadership in a coordinated approach to address these needs.
- E. Contractor shall manage the flex fund account and disburse funds for approved support services in a responsible, cost-effective, and timely manner.

**VI. Staffing Standards**

- A. Contractor shall develop a program staffing outline that includes:
  1. Number of staff;
  2. Training needs of the staff;
  3. Indication of staff's cultural competence;
  4. Language; and
  5. Number of peer mentors.

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- B. The staffing outline shall be submitted to the County for approval within thirty (30) days of contract start date.
- C. Contractor shall notify the County of all staffing changes within three (3) business days and provide quarterly and year-end actual staffing reports.
- D. Contractor is expected to ensure that their staff are trained and proficient in the following background and skills:
  - 1. Confidentiality;
  - 2. Crisis assessment and intervention;
  - 3. Effectively address clients' cultural and language needs;
  - 4. Awareness of language and cultural influences on the client;
  - 5. Knowledge of the local community resources available to the client population, including self-help centers and ethnic community resources; and
  - 6. Capability to collaborate and coordinate with local health providers.
- E. In order to provide services, the County anticipates the projected staff required to serve clients as noted in Exhibit B3 of this Agreement.
- F. Administrative Participation
  - 1. Program Directors and/or a representative of Contractor shall attend regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the County or designee.

**VII. Quality Improvement**

- A. The BHSD and Contractor shall continually assess program, progress, and outcomes to make adjustments as needed.

**VIII. Payments**

- A. Contractor shall allocate and spend funds according to Exhibit B3.
- B. Contractor shall submit monthly invoices to the County Program Monitor for costs incurred under this Agreement by no later than the 5th of the following month.
- C. Invoices are required to adhere to the format according to Exhibit B3 and include the following: budget amount, prior draw downs, current balance, current drawdown, and available balance.
- D. Contractor may request advance payments, in writing, to the BHSD Director. The written request shall include an explanation of Contractor's request for an advance payment. Approval of the advance shall be at the sole discretion of the BHSD Director.
- E. Contractor must submit a Blanket Fidelity Bond in accordance with the requirements outlined in the attached Exhibit B-2, "Insurance Requirements for Standard Contracts Above \$100,000" in an amount of at least fifteen percent (15%) of the maximum

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financial obligation as defined in the Exhibit B3 of this Agreement prior to receiving advance payments under this Agreement.

## Exhibit B3

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM, DEPARTMENT OF BEHAVIORAL HEALTH SERVICES

AGENCY NAME: Catholic Charities of Santa Clara County  
 PROGRAM NAME: Faith Based Resource Center  
 DIVISION: Criminal Justice System  
 SUBDIVISION: AB109 Public Safety Realignment

PO NUMBER: 4300021062  
 Cost Center: 4384  
 START DATE: July 1, 2022  
 END DATE: June 30, 2023

### PERSONNEL COSTS

Budget Items	FY2023	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
0.60    Program Director	\$56,843	\$56,843
1.60    Case Manager	\$92,005	\$92,005
0.20    Service Navigator	\$11,032	\$11,032
0.06    Financial Analyst	\$4,942	\$4,942
1.00    Program Manager	\$27,137	\$27,137
Subtotal Salaries	\$191,959	\$191,959
Benefits                    33.00%	\$63,347	\$63,347
Subtotal Personnel Costs	\$255,306	\$255,306

### NON-PERSONNEL COSTS

Budget Items	FY2023	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
G&A Overhead Costs            17.65%	\$69,375	\$69,375
Other Operating Expenses	\$46,819	\$46,819
Contract Services	\$26,000	\$26,000
Subtotal Operations Costs	\$142,194	\$142,194
<u>Support Services Costs</u>	<u>Budget</u>	<u>Budget</u>
Client Flexible Support	\$50,000	\$50,000
Client Housing & Operation Support	\$15,000	\$15,000
Subtotal Support Services Costs	\$65,000	\$65,000
Subtotal Non-Personnel Costs	\$207,194	\$207,194
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$462,500	\$462,500

### REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>	<u>Active Slots</u>
AB109 Public Safety Realignment	\$462,500	4384	100.00%
Total Revenue	\$462,500		85

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