

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

Purchase Order Number:	4400008231	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	3/13/2023
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Maximum Financial Obligation (Prior to this Amendment):	\$ 157,762.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 270,762.00
Current Agreement End Date:	6/30/23	New Agreement End Date:	1/30/2024

**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>	Select	0202	5255500	3845	45,000		GB202VSG00
<b>Line 2</b>	Select	0202	5255500	3845	0.01		GB202VSG00
<b>Line 3</b>	Select	0202	5255500	3850	23,000		GB202NCACD
<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

REQ# 40034732

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<b>County of Santa Clara</b>		
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:	669-299-880  Mobile: 669-297-2572	
Fiscal Contact (Accounts Payable Contact):	Valerie Du	
Contract Preparer:	Juan Rayas	

**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: Jeff Rosen	Date:	2/17/2023
Agency/Department Fiscal Officer:	DocuSigned by: Valerie Du on behalf of Mei-Ching Hsiao	Date:	2/17/2023
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	DocuSigned by: Shana Heller	Date:	2/17/2023
Contractor:	DocuSigned by: Erin O'Brien	Date:	2/17/2023
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by: Matthew Hada	Date:	3/13/2023
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		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 (Signature required when Board approved contract)	Date:	

# COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

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### Reason(s) for Amending the Service Agreement

Amend Term of Agreement

Extend term from 6/30/23 to ~~2/29/2024~~  
1/30/24



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)	\$ 157,762
B.	Amount of increase or decrease: (Explain below)	\$ 113,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 270,762

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

Or see Attachment A2 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):	\$ 157762
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):	\$ 270,762

### Insurance



Insurance does not require changes



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

## Attachment A2

Cal OES has issued grant approval for the XC22 05 0430 County Victim Services Grant. NCA has issued grant approval for 2023.

The following replaces Attachment A-1, Section V(D):

## PAYMENT SCHEDULE

1. The maximum compensation paid to Contractor under this Agreement must not exceed \$270,762.00
  - a. CalOES XC grant funding for the performance period between January 1, 2023 to December 31, 2023 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, 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 funding of \$43,800 for the performance period between July 1, 2022 to June 30, 2023, and will be unavailable as of June 30, 2023
2. Contractor will send invoice to DAOAccountsPayable@dao.sccgov.org on a quarterly basis for costs incurred during that quarter.
  - 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 NCA billing which is due December 15, 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>Added Funds</b>	
Community Solutions Salaries and Benefits	\$ 69,819.00
Community Solutions Operating Expenses	\$ 12,000.00
Community Solutions Indirect Costs (10% de minimus rate)	\$ 8,181.00
<b>XC22 05 0430 Grant Total</b>	<b>\$ 90,000.00</b>
Community Solutions Advocacy Services @ \$81.25 per hour	\$ 23,000.00
<b>NCA Grant Total</b>	<b>\$ 23,000.00</b>
<b>Total</b>	<b>\$ 270,762.00</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

## Attachment A2

costs that cannot be directly assigned to the program (e.g., overhead, accounting services, administrative services).

### Budget Narrative – XC Grant

Contractor will utilize XC project funds to fund the salary and benefit costs of one *Victim Advocate Case Manager*, along with *Operating* and *Indirect Costs*.

### 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 283.1 hours, maximum of \$650 per day.

### Budget Narrative – Santa Clara County General Fund

Community Solutions will utilize Santa Clara County General Fund to support the remaining balance of the Community Solutions Community Based Victim Advocate (not currently covered by Cal OES XC which covers only 0.85 FTE of the advocates time based on estimates before the opening of the CAC), 0.05 FTE of the Community Based Victim Advocates supervisor's time, and 0.10 FTE of Community Solutions Sexual Assault Supervisor's time. Additionally, the funding can be used for 0.10 FTE for back-up staffing for the Community Based Victim Advocate and additional operating costs associated with Community Solutions staffing for CAC.