



FIRST AMENDMENT

CONTRACT NO. 17-28-0021 DV

BETWEEN

COUNTY OF ORANGE

AND

HUMAN OPTIONS, INC.

FOR

DOMESTIC VIOLENCE SHELTER BASED PROGRAM SERVICES

This Amendment to Contract No. 17-28-0021 DV, hereinafter referred to as “First Amendment” is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “COUNTY,” and Human Options, Inc., a California non-profit organization, with a place of business at P.O. Box 53745, Irvine, CA 92619-3745; hereinafter referred to as “SUBRECIPIENT,” with COUNTY and SUBRECIPIENT sometimes referred to as “PARTY”, or collectively as “PARTIES.”

RECITALS

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract No. 17-28-0021 DV, (hereinafter referred to as “Original Contract”), for Domestic Violence Shelter Based Programs Act Services, commencing on October 1, 2017, and expiring on June 30, 2020, in the amount of \$473,345; and

WHEREAS, COUNTY desires to increase the CONTRACT by the monetary amount of \$259,796, for a new maximum obligation amount of \$733,141 and replace Attachment B – Payment Compensation with Attachment B-1; replace Attachment C - Budget Schedule with Attachment C-1; replace Attachment D – Staffing Plan with Attachment D-1; and replace Attachment E - Performance Standards with Attachment E-1; and

WHEREAS, SUBRECIPIENT is performing satisfactory as required by the CONTRACT in order to satisfy this Amendment; and

NOW, THEREFORE, in consideration of the mutual obligations set for herein, both PARTIES mutually agree to amend as follows:

1. The CONTRACT is amended to increase the monetary limit by \$259,796 for a new maximum obligation of \$733,141.
2. Attachment B – Payment Compensation is replaced with Attachment B-1.
3. Attachment C – Budget Schedule is replaced with Attachment C-1.
4. Attachment D – Staffing Plan is replaced with Attachment D-1.
5. Attachment E - Performance Standards is replaced with Attachment E-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:

***Human Options, Inc.**

By: DocuSigned by:
Maricela Rios-Faust
FDF6061B9D63407...

By: _____

Name: Maricela Rios-Faust

Name: _____

Title: Chief Executive Officer

Title: _____

Dated: 12/4/2017

Dated: _____

*For SUBRECIPIENTS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: DocuSigned by:
Carolyn S. Frost
D3AB98176D0B425 Carolyn S. Frost
DEPUTY COUNTY COUNSEL

Dated: 12/1/2017

**ATTACHMENT B-1****PAYMENT/COMPENSATION****1. COMPENSATION:**

This is a cost reimbursement CONTRACT between the COUNTY and the SUBRECIPIENT for up to: \$268,387 for year one (October 1, 2017 – June 30, 2018); \$262,877 for year two (July 1, 2018 – June 30, 2019); and, \$201,877 for year three (July 1, 2019 – June 30, 2020) as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Shelter Based Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642

County Victims Service Invoice(s):

County of Orange, Budget Office
Attn: Kim Engelby
333 Santa Ana Blvd. 3rd Floor
Santa Ana, CA 92701



ATTACHMENT B-1

4. INVOICING INSTRUCTIONS:

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. SUBRECIPIENT's name and address
2. SUBRECIPIENT's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. SUBRECIPIENT's Federal I. D. number
10. Total

**ATTACHMENT C-1
TO AGREEMENT FOR DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
COST REIMBURSEMENT AGREEMENT
OCTOBER 1, 2017 – JUNE 30, 2020**

BUDGET SCHEDULE

BUDGET DETAIL

The following are anticipated uses of the amount awarded.

Any adjustments within the stated categories or over fiscal periods must be approved by the County in writing.

The amount awarded for Domestic Violence County Victim Services FY 2019-20 must be expended by December 31, 2019.

PROVIDER NAME: Human Options		*FY 17-18	FY 18-19	FY 19-20	Total
SHELTER BASED PROGRAM	Domestic Violence Shelter Based Program:				
	Basic Services / Bed Nights / Safety Net	\$ 107,591.00	\$ 140,877.00	\$ 140,877.00	\$ 389,345.00
					\$ -
	Program Subtotal	\$ 107,591.00	\$ 140,877.00	\$ 140,877.00	\$ 389,345.00
VICTIM SERVICES	Domestic Violence County Victims Services:				
	Case Manager	\$ 28,349.00	\$ 36,738.00	\$ 18,369.00	\$ 83,456.00
	Therapeutic Program Supervisor	\$ 15,552.00	\$ 20,300.00	\$ 10,150.00	\$ 46,002.00
	Legal Advocate	\$ 46,280.00	\$ 24,343.00	\$ 12,172.00	\$ 82,795.00
	Site Administrator	\$ 8,620.00	\$ 12,285.00	\$ 6,143.00	\$ 27,048.00
	Repairs & Shelter Maintenance	\$ 36,058.00	\$ 13,333.00	\$ 6,667.00	\$ 56,058.00
	Supplies	\$ 11,319.00	\$ 3,910.00	\$ 1,954.00	\$ 17,183.00
	10% Indirect	\$ 14,618.00	\$ 11,091.00	\$ 5,545.00	\$ 31,254.00
	Program Subtotal	\$ 160,796.00	\$ 122,000.00	\$ 61,000.00	\$ 343,796.00
Total Budget	\$ 268,387.00	\$ 262,877.00	\$ 201,877.00	\$ 733,141.00	

* FY 17-18 (October 1, 2017 – June 30, 2018)

INVOICING

All invoices are to be submitted monthly by the 20th of the following month the services were rendered along with all supporting documentation.

Shelter Based Program Invoices are to be sent to the following address:

OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable

**ATTACHMENT C-1
TO AGREEMENT FOR DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
COST REIMBURSEMENT AGREEMENT
OCTOBER 1, 2017 – JUNE 30, 2020**

BUDGET SCHEDULE

Separate invoices are to be submitted for Domestic Violence County Victims Services applicable under this agreement. County Victim Services Invoices are to be sent to the following address:

County of Orange, Budget Office
Attn: Kim Engelby
333 Santa Ana Blvd. 3rd Floor
Santa Ana, CA 92701

In addition to the services provided under Domestic Violence County Victims Services, a cash or in-kind match of 20% is to be provided by the contractor. This can include the use of volunteers which must be documented and reported with the monthly invoice.

**ATTACHMENT D-1
TO AGREEMENT FOR DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
COST REIMBURSEMENT AGREEMENT
OCTOBER 1, 2017 – JUNE 30, 2020**

STAFFING PLAN

DOMESTIC VIOLENCE SHELTER BASED PROGRAM STAFFING PLAN AND AGENCY MATCH:

STAFFING PLAN AGENCY MATCH	
Human Options	
1	Program Director
2	Supervisor
2	Case Manager
5	Hotline Advocate
1	Children's Activity Leader
1	Lead Teacher
1	After Hours Staff
1	Licensed Therapist
1	Site Administrator

AGENCY MATCH					
Period	Salaries	Benefits	Salary Match	Benefit Match	Total Match
Oct. 1, 2017 - June 30, 2018	\$ 445,481.25	\$ 89,198.86	\$ 133,644.39	\$ 26,759.66	\$ 160,404.05
July 1, 2018 - June 30, 2019	\$ 593,974.99	\$ 118,931.82	\$ 178,192.51	\$ 35,679.55	\$ 213,872.06
July 1, 2019 - June 30, 2020	\$ 593,974.99	\$ 118,931.82	\$ 178,192.51	\$ 35,679.55	\$ 213,872.06

**ATTACHMENT E-1
TO AGREEMENT FOR DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
COST REIMBURSEMENT AGREEMENT
OCTOBER 1, 2017 – JUNE 30, 2020**

PERFORMANCE STANDARDS

DOMESTIC VIOLENCE SHELTER BASED PROGRAM PERFORMANCE:

PERFORMANCE SUMMARY

PROVIDER NAME: Human Options	Domestic Violence Shelter Based Program:			
	*FY 17-18	FY 18-19	FY 19-20	Total
1. SERVICES: a) Projected total requesting information (not requiring services)	3,000	4,000	4,000	11,000
1. SERVICES: b) Projected total persons served (breakdown by type of service provided)	3,000	4,000	4,000	11,000
2. SHELTER RESIDENCE: Projected Total adult or children residents served	51	66	66	183
7. HOTLINE: Projected total intervention calls served on the crisis hotline	3,000	4,000	4,000	11,000
9. SAFETY NET: Projected total safety net vouchers	23	30	30	83
10. ONE-STOP REFERRALS: Minimum job ready clients referred to One-Stop	18	24	24	66

*FY 17-18 (October 1, 2017 – June 30, 2018)

- 1) **SERVICES:** Provision of services reported by including information regarding the: a) projected total number of persons requesting (not requiring) services, and b) projected total number of persons served according to the type of service they were provided with.
- 2) **SHELTER RESIDENCE – ADULTS OR CHILDREN:** Provision of 24-hour care, supervision and shelter of individuals. Includes provision of food and food supplements for meal preparation on-site including. Adults or children are housed at \$70 per night, for an average of 30 days per client, and provided three (3) meals a day.
- 3) **INDIVIDUAL COUNSELING:** Available provision of counseling techniques by a licensed clinician, a professional counselor or an intern whose work is directly supervised by a licensed clinician in a group setting.
- 4) **GROUP COUNSELING/EDUCATIONAL CLASSES:** Available provision of counseling techniques by a licensed clinician, a professional counselor, domestic violence victim advocate, field professional, or an intern whose work is directly supervised by a licensed clinician in a group setting; and/or provision of on-going, regularly scheduled classes on topics such as, but not limited to: health, nutrition, English, and basic skills.
- 5) **CASE WORK:** In conjunction with available counseling, this available activity includes but is not limited to: writing case summaries, making incidental contacts to parents or other agencies on behalf of client, legal assistance referrals, arranging appointments, reviewing lab results, etc.

**ATTACHMENT E-1
TO AGREEMENT FOR DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
COST REIMBURSEMENT AGREEMENT
OCTOBER 1, 2017 – JUNE 30, 2020**

PERFORMANCE STANDARDS

- 6) **PARENT EDUCATION:** Available instruction for parents which includes information on child development, child services, enrichment activities or the teaching of practical skills for child-rearing such as basic health care procedures for infants. May include specialized course or communication (such as P.E.T.), child discipline, etc.
- 7) **HOTLINE CRISIS INTERVENTION TELEPHONE:** Telephone referrals and counseling services for suicide prevention or crisis intervention. Includes referral of individuals to appropriate agencies offering services not provided by the program. Number of annual calls received are based on usage.
- 8) **SCHOOL ENROLLMENT:** All school-aged children being housed at the shelter will be enrolled in school.
- 9) **SAFETY NET / MOTEL VOUCHER PROGRAM (If Applicable):** The provision of short-term emergency residence in a predetermined and approved motel until space becomes available at one of the contracted shelters. Includes counseling and meals. Client motel voucher/safety net adult bed nights are calculated at a cost of \$75 per night.
- 10) **REFERRALS OF JOB-READY CLIENTS TO ONE STOP CENTERS:** Referrals for One-Stop Center services and/or programs for job-ready clients. A minimum of two clients per month shall be referred to the One-Stop System.

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES PERFORMANCE:

- 1) Schedule of Deliverables and Timeline

Subgrantee Quarterly Reports are required and due by the 10th of the month following the end of a quarter.

Required information may be included on the monthly invoices.