



FIRST AMENDMENT

CONTRACT NO. 16-28-0021 DV

BETWEEN

COUNTY OF ORANGE

AND

HUMAN OPTIONS, INC.

FOR

DOMESTIC VIOLENCE SHELTER BASED PROGRAMS SERVICES

This Amendment to Contract No. 16-28-0021 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 "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Contract No. 16-28-0021 DV, (hereinafter referred to as "Original Contract"), for Domestic Violence Shelter Based Programs Act Services, commencing on July 1, 2016 and expiring on June 30, 2017 in the amount of \$133,143; and

WHEREAS, the COUNTY desires to provide additional compensation to CONTRACTOR in order to serve additional participants and increase service delivery outcomes. Additional compensation in the amount of \$112,000 for a new maximum obligation of \$245,143; and

WHEREAS, COUNTY desires to replace Attachment A – General Program Requirements with Attachment A-1; replace Attachment B – Scope of Services with Attachment B-1; replace Attachment C - Budget Schedule with Attachment C-1; and replace Attachment D – Performance Standards with Attachment D-1;

WHEREAS, CONTRACTOR 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 \$112,000 for a new maximum obligation of \$245,143.
2. Attachment A – General Program Requirements is replaced with Attachment A-1.
3. Attachment B – Scope of Services is replaced with Attachment B-1.
4. Attachment C – Budget Schedule is replaced with Attachment C-1.
5. Attachment D – Performance Standards is replaced with Attachment D-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: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Steve Franks, Director
OC Community Resources

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: Carolyn S. Frost
DEPUTY COUNTY COUNSEL

Dated: 01/04/17

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:**I. PROGRAM DESIGN**

- A. Consistent with the Domestic Violence Shelter-Based Programs Act, California Welfare and Institutions Code, Sections 18290 et seq.:
1. Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based services programs.
 2. Domestic violence shelter-based services programs shall provide all of the following basic services to victims of domestic violence and their children:
 - a. Shelter on a 24 hours a day, seven (7) days a week basis
 - b. A 24 hours a day, seven (7) days a week switchboard for crisis calls
 - c. Temporary housing and food facilities
 - d. Psychological support and peer counseling
 - e. Referrals to existing services in the community
 - f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for supportive services
 - g. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based services program
 - h. Emergency transportation as feasible
 3. To the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based services programs shall provide a method of obtaining the following additional services for victims of domestic violence:
 - a. Medical care
 - b. Legal assistance
 - c. Psychological support and counseling
 - d. Information regarding other social services
 4. Programs that receive funding shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
 5. The staff of the domestic violence shelter-based services program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based services programs.
 6. The staff of each domestic violence shelter-based services program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
 7. Volunteers shall be trained and used to maximum capacity in the delivery

- of services.
8. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
 9. Inasmuch as domestic violence shelter-based services programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based services program's personnel shall be bilingual.
 10. An effort shall be made to recruit formerly battered spouses as staff members.

II. ADDITIONAL REQUIREMENT

- A. Reports – CONTRACTOR shall adhere to all COUNTY reporting requirements, in the format determined by the COUNTY, including reporting requirements specified in Exhibit B, Section VII of this Agreement.
- B. Resource Development – CONTRACTOR shall demonstrate their ability to receive and make use of any funds available from government, voluntary, philanthropic or other sources which may be used to augment any county funds appropriated.
- C. CONTRACTOR will develop strategies for long term financial planning; program resource development; innovation in expansion and coordination of new funding, services and educational programs to serve domestic violence victims.

III. PERFORMANCE ACCOUNTABILITY

CONTRACTOR shall meet or exceed required program and regulatory standards and measures. CONTRACTOR shall satisfy specific program components and activities to be performed as indicated in Attachments A, B, and D of this Agreement. Lack of compliance with regulatory and program compliance may be grounds for reducing payment.

IV. SYSTEM SECURITY AND CONFIDENTIALITY

- A. Unless otherwise provided for in this Agreement, or authorized by law, CONTRACTOR agrees to maintain the confidential nature of individual records related to services and referrals. CONTRACTOR shall abide by the current confidentiality provisions of respective statutes when sharing information necessary for the provision of services under this Agreement. No person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to clients overall.
- B. The CONTRACTOR shall submit to the COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes (including audit, monitoring, exams, and verification or records, costs incurred, and services rendered).

V. GRIEVANCE PROCEDURES

- A. In the event individuals file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed.
- B. CONTRACTOR agrees to process and resolve grievances regarding their own programs. Individuals, who seek to file a grievance with respect to services funded under this Agreement about program services, or file a grievance against the CONTRACTOR, shall be subject to the COUNTY grievance procedures.

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

I. INTRODUCTION/PURPOSE

On March 1, 2016, Cal OES issued a Request for Application for a new County Victim Services Program to provide one-time, federal VOCA funding to help fill victim services gaps and or needs over the period of July 1, 2016 to June 30, 2018. The grant required a Steering Committee be established with mandatory representation from several County departments, specific Cal OES funded projects, courts, and local law enforcement. The Committee collaboratively identified several existing gaps and needs with services provided to the county's crime victims and approved several projects to meet their needs to be facilitated through an expansion of county and contracted services.

II. SUBRECIPIENT COMPLIANCE

Funds awarded are considered to be Federal funds and reportable under the OMB's Uniform Guidance. Compliance with the Cal-OES Subrecipient Handbook is required. The awarding agency and reportable DUNS# is as follows:
County of Orange County Executive Office
DUNS#: 00-965-7602

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:**I. PURPOSE**

The purpose of this Agreement is to provide domestic violence shelter-based services programs that are consistent with the California Welfare and Institution Code, Sections 18294-18298, that provide direct emergency crisis shelter services to victims of domestic violence and their children. The California Welfare and Institution Code, Sections 18294-18298, were revised by Assembly Bill (AB) 2084. The vision of the Domestic Violence Shelter-Based Services Program is to strengthen and increase the services available to the victims of domestic violence and their children.

II. BACKGROUND INFORMATION

The California Welfare and Institutions Code, Section 18290, provides the background information for the Domestic Violence Shelter-Based Services Program:

The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services which will ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in this State who are regularly beaten. In many such cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from marital violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects, and it is most often the children of those parents who commit domestic violence that continue the cycle and abuse their spouses.

The Legislature further finds and declares that there is a high incidence of deaths and injuries sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizens arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state. It is the intention of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intention of the Legislature that the State shall support projects in several areas throughout the State for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment.

III. DEFINITIONS

The following definitions from the Domestic Violence Shelter-Based Programs Act, Welfare & Institutions Code Section 18291 apply to this Agreement.

- A. **Domestic Violence** means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- B. **Cohabitant** means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
 - 1. Sexual relations between the parties while sharing the same living quarters
 - 2. Sharing of income or expenses
 - 3. Joint use or ownership of property
 - 4. Whether the parties present themselves as husband and wife
 - 5. The continuity of the relationship
 - 6. The length of the relationship
- C. **Domestic Violence Shelter** means a shelter for domestic violence victims that meet all of the following requirements:
 - 1. Provides shelter in an undisclosed and secured location
 - 2. Provides staff that meets the requirements set forth in Section 1037.1 of the Evidence Code
 - 3. Meets the requirements set forth in Section 18294 of the California Welfare and Institutions Code
- D. **Undisclosed** means a location that is not advertised or publicized.

IV. GOALS AND OBJECTIVES

- A. Goals and Objectives
 - 1. Goals:
 - a. To provide temporary emergency and crisis services to victims of domestic violence and their children.
 - b. To provide resource connections for victims of domestic violence and their children so they can make an appropriate transition into a long-term, safe living environment.
 - 2. Objectives:
 - a. Provide an immediate, safe environment for victims of domestic violence and their children, including but not limited to:
 - (1) Shelter
 - (2) Food
 - (3) Clothing
 - b. Provide information to victims on the array of services that are available and provide education and counseling on topics pertaining to domestic violence and recovery, including but not limited to:
 - (1) Individual counseling
 - (2) Group counseling/Educational classes

- (3) Case work
- (4) Parenting skills
- (5) Establishing collaborative working relationships with the following entities:
 - (i) Law enforcement personnel - to ensure domestic violence victim referral processes from law enforcement personnel to domestic violence shelters are effective
 - (ii) Court personnel – to ensure victims of domestic violence have access to current information on domestic violence-related court processes
 - (iii) Mental health providers
 - (iv) Social service agencies
 - (v) Medical facilities
 - (vi) Education institutions
 - (vii) Community-based organizations

V. TARGET POPULATION:

- A. Domestic Violence Shelters provide services for victims of domestic violence and their children, regardless of gender, age, language or disability.
- B. Shelters must provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.
- C. Geographical/Regional Service Area must be located in Orange County and provide services to domestic violence victims who reside anywhere in Orange County or other areas as appropriate.

VI. SERVICE DELIVERY:

- A. Community Resource and Referral - CONTRACTOR will be responsible for actively linking program participants with other needed services and follow-up to ensure that the linkage was successful. The CONTRACTOR must establish itself as an active participant in the local social service network and advocate within such network for the timely and comprehensive response to the needs of to victims of domestic violence and their children.
- B. One-Stop Center Referral - CONTRACTOR will be responsible for actively referring and linking job-needy clients to their regional One-Stop Center for employment and training services.
- C. Service Duration – Shelter services provided under this agreement are not to exceed forty-five (45) days for each family or household member in a fiscal year unless otherwise approved in writing by County.
 - 1. CONTRACTOR must identify substance abuse problems among participants and make appropriate referrals.
 - 2. CONTRACTOR must pursue other funding support beyond the County Domestic Violence Shelter-Based Programs Act Fund.

- D. If CONTRACTOR does not have enough available beds to accommodate the domestic violence victim(s), the CONTRACTOR agrees to:
1. Provide referrals to other County-funded domestic violence shelters; or
 2. Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).

VII. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. An annual report shall be prepared for submission to the county board of supervisors by the twentieth (20th) of January of each contract year. The report shall be made available to the public upon request, and shall include all the following elements:
1. The total number of persons requesting services of the domestic violence shelter-based services programs.
 2. The number of persons served in the domestic violence shelter-based services programs, by each type of service provided.
 3. A description of the social and economic characteristics of persons receiving services, by type of service provided.
- B. Monthly Invoices are due the twentieth (20th) of the month following the month the expenditures were made.
- C. Program-Generated Revenue Report is due the twentieth (20th) of the month, or as required by the County that at a minimum contains the following information:
1. Revenue
 - (a) Client Fees
 - (b) Contributions
 - (c) Interest on Domestic Violence grant funds from the County of Orange
 - (d) Domestic Violence related grant funds
 - (e) Other Income
 2. Program Expenditures
 - (a) Salaries and Benefits
 - (b) Other Operating Expenditures
 - (c) Professional Services
 - (d) Property – Equipment
 - (e) Insurance & Bond
 3. Unspent Revenue
- D. Quarterly Reports – CONTRACTORS must provide Quarterly Reports to the County which are due on the twentieth (20th) of the first subsequent month following the end of each quarter or as required by the County: At a minimum the Reports must contain the following information in a County approved format:
1. Customer Demographic Information
 - (a) Ethnicity
 - (b) Age
 - (c) Family Status
 - (d) Family Size
 - (e) Monthly Income

2. Program Statistics
 - (a) Number of persons requesting services
 - (b) Number of adult residents and number of child residents
 - (c) Total number of adult and child bed days
 - (d) Number of adult residents previously sheltered at any shelter
 - (e) Number of child residents who received counseling of any kind
 - (f) Number of hotline calls received
 - (g) Number of safety transfer referrals
 - (h) Number of referrals to One-Stop Centers/Youth Providers
 - (i) Number of persons that received referrals to other existing services within community
 - (j) Number of Safety Net Motel Voucher Nights
 - (k) Number of persons that received supportive services through Drop-in Center
 - (l) Number of persons that received emergency transportation

- E. Monitoring Requirements – In order for the County to monitor the domestic violence shelter-based services programs, contractors must collect and provide the following information:
 1. Number of persons requesting services
 2. Number of persons receiving services according to the type of services provided
 3. Need, if any, for additional services or staffing
- F. CONTRACTORS must collect for submission to the County when requested:
 1. Board Minutes
 2. Quarterly Customer Satisfaction Surveys
- G. The County reserves the right to modify the categories, data submission criteria and format of the reports at any time.
- H. Quarterly Domestic Violence Team Meetings – CONTRACTORS will be required to attend quarterly meetings with the OC Community Resources/OC Community Services/Community Investment Division’s designated Domestic Violence Shelter-Based Programs Act Coordinator.

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

I. PURPOSE

- A. Provide Assistance with Criminal Justice and Other Legal Proceedings
Improve access for crime victims who are elderly, have transportation issues, special needs, or those who cannot access services during normal working hours by:
 1. Increase access for in-house emergency legal and criminal justice advocacy
 2. Provide accompaniment for the domestic violence victims coming into the shelter and walk-in centers

B. Emergency Housing Assistance

1. Provide additional shelter bed nights, emergency hotel vouchers, food and/or transportation for domestic violence victims.
2. Make needed repairs and/or upgrades to existing shelter to allow for increased capacity.

C. Enhanced Mental Health Services

Address demand for mental health services for adult and youth victims of domestic violence and increase capacity to offer services in additional languages to culturally underserved victims.

1. Expand individual and group counseling and therapy for adult and youth victims of domestic violence
2. Increase capacity to offer counseling and mental health services to culturally underserved domestic violence victims
3. Increase the number of sessions and/or locations to meet the demand that exists

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:

PROGRAM COSTS	TOTAL
Basic Services / Bed Nights / Safety Net Motel Voucher Program	\$ 133,143
GRAND TOTAL	\$ 133,143

BUDGET DETAIL

Number of Positions	Position Classification	Actual Monthly Salary	Percent of Time on Project	Months to be Employed	Total Costs	Agency Match (30% Minimum)
1.00	Director	\$ 7,020	100	12	\$ 84,240	\$ 25,272
2.00	Supervisor	\$ 5,597	100	12	\$134,328	\$ 40,298
2.00	Case Manager	\$ 3,120	100	12	\$ 74,880	\$ 22,464
1.50	Counselor	\$ 3,912	100	12	\$ 70,416	\$ 21,125
2.50	Hotline Advocate	\$ 2,600	100	12	\$ 78,000	\$ 23,400
2.00	Children's Activity Leader	\$ 2,475	100	12	\$ 59,400	\$ 17,820
0.75	Children's Lead Teacher	\$ 3,120	100	12	\$ 28,080	\$ 8,424
0.50	Safety Net Coordinator	\$ 3,467	100	12	\$ 20,802	\$ 6,241
0.50	Volunteer Coordinator	\$ 4,066	100	12	\$ 24,396	\$ 7,319
0.80	Administrative Assistant	\$ 3,182	100	12	\$ 30,547	\$ 9,164
0.20	After-Hours Staff	\$ 1,768	100	12	\$ 4,243	\$ 1,273
Subtotal					\$609,332	\$182,800

Fringe Benefits:	Total Cost	Agency Match (30% Minimum)
Specific type of costs, percentages and base applied to:		
FICA (7.65% x \$609,257)	\$ 46,608	\$ 13,982
Medical (\$300/mo per FT eligible employee)	\$ 43,200	\$ 13,000
Workers' Comp (2.4% x \$609,257)	\$ 14,622	\$ 4,387
Unemployment (2.5% x \$609,257)	\$ 15,231	\$ 4,569
EAP (0.002% x 609,257)	\$ 1,219	\$ 366
Subtotal	\$120,880	\$ 36,304

BUDGET DETAIL GRAND TOTAL	\$730,212	\$219,104
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DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

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.

BUDGET DETAIL

Description	FY 2016-17
Salaries & Benefits	
Case Manager	\$ 36,738
Therapeutic Program Supervisor	20,300
Site Administrator	12,285
Repairs & Shelter Maintenance	27,677
Supplies	3,000
10% Indirect	12,000
Total	\$ 112,000

In addition to the services provided, a cash or in-kind match of 20% (\$20,000/annually) is to be provided by the contractor. This can include the use of volunteers which must be documented and reported with the monthly invoice.

INVOICING

Separate invoices are to be submitted for County Victim services applicable under this amendment. County Victim Services Invoices are to be submitted monthly by the 20th of the following month the services were rendered along with all supporting documentation. 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

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:

- 1) **SERVICES:** Provision of services by including information regarding the:
 - ***4000 Projected total number of persons requesting (not requiring) services.***
 - ***4000 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.
 - ***75 Projected total number of adults or children 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.

- 6) **PARENT EDUCATION:** Available instruction for parents which includes information of 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.
 - ***4000 Projected total number of annual calls received (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.
- ***20 Projected total number of client motel voucher/safety net adult bed nights at \$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.
- ***At minimum two (2) clients per month = 24 total referrals to the One-Stop System.***

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

1) Schedule of Deliverables and Timeline

There are Progress Reports and Subgrantee Quarterly Reports required as outlined below:

Report	Report Period	Due Date
Progress Report #1	July 1, 2016 – December 31, 2016	January 11, 2017
Quarterly Report #1	July 1, 2016 - December 31, 2016	January 11, 2017
Quarterly Report #2	January 1, 2017 – March 31, 2017	April 11, 2017

Required information may be included on the monthly invoices.