

**SUBCONTRACTOR FOR PREVENTION AND AFTERCARE
PROGRAM ACTIVITIES/SERVICES**

33878

This SUBCONTRACT is made and entered into this First day of January, 2015 by and between SOUTH BAY CENTER FOR COUNSELING (hereafter "CONTRACTOR") located at: 360 North Sepulveda, Suite 2075, El Segundo, CA 90245 and CITY OF LONG BEACH HEALTH AND HUMAN SERVICES DEPARTMENT (hereafter "SUBCONTRACTOR"), located at: 6335 Myrtle Ave, Long Beach CA 90805.

WHEREAS, CONTRACTOR has entered into a Contract for Prevention and Aftercare Services (hereafter "Prime Contract") with the County of Los Angeles, (hereafter "County") and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to Prevention and Aftercare Services, and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the Terms and Conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provision of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with the COUNTY of Los Angeles and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

1.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit A to this Subcontract.

2.0 TERMS OF SUBCONTRACT

The terms of this Subcontract shall commence on January 1, 2015 and shall expire on December 31, 2015, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$ 60,000 for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year (FY):

FFY (January 1, 2015 – December 31, 2015) \$ 60,000.00

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for service provided. Seventy-five percent (75%) of funds shall be expended by August 31, 2015. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and must be approved by Program Director OR contract funds will be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

3.3 The SUBCONTRACTOR shall provide the following activities/services:

Services:

Case Navigation, Economic Development Opportunities and Access to Resources

3.4 Payment to SUBCONTRACTOR will be

3.4.1 Line Item Service Rate. The line item service rate is based on the budgeted cost in providing the activity/service

Type of Service: Case Navigation, Economic Development Opportunities and Access to Resources

3.5 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this Subcontract.

3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any Compensation or cost related to this Subcontract.

3.7 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.

3.8 CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract amount before the subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the

services/activities as per Statement of Work.

4.0 THIRD PARTY BENEFICIARY

4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this subcontract, the COUNTY, does not intend for Subcontractor to acquire any rights as a third party beneficiary of prime contract.

5.0 INSURANCE

Without limiting SUBCONTRACTOR's indemnification of COUNTY, and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. As stated in Section 5.2 Insurance Coverage Requirements for Subcontractors, SUBCONTRACTOR may be endorsed and named as an Additional insured on Contractor's liability insurance, if applicable.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Cathy Cesarz
Program Director
South Bay Center for Counseling
360 N. Sepulveda Blvd, Suite 2075
El Segundo, CA 90245

And to:

DCFS Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

prior to commencing under this Contract, shall specifically identify this Contract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

A Liability: Such insurance shall be endorsed naming COUNTY, as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
2. Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of no less one million dollars (\$1,000,000) per occurrence.

- B. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars (\$1,000,000) limit, covering all persons who provide services for the CONTRACTOR.
- C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers, or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.
- D. Sexual Misconduct Liability: Insurance covering actual of alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- E. Notwithstanding any other provisions of this Contract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Contract and COUNTY may immediately terminate or suspend this Contract as a result thereof.

**SUBCONTRACTOR FOR PREVENTION AND AFTERCARE
ACTIVITIES/SERVICES**

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

South Bay Center for Counseling

Name of Agency

Colleen Mooney

Authorized Signature

Colleen Mooney

Colleen Mooney, Executive Director

SUBCONTRACTOR: CITY OF LONG BEACH

Authorized Signature
Print Name and Title

Patrick West
Patrick West, City Manager

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Tax Identification Number



APPROVED AS TO FORM

5/29, 2015
CHARLES PARKIN, City Attorney

By Linda T. Vu
LINDA T. VU
DEPUTY CITY ATTORNEY

Prevention and Aftercare

Budget for Fiscal Year 2015

Agency's Name

City of Long Beach: DHHS- Center for Families and Youth

Address

6335 Myrtle Ave

City & Zip

Long Beach, CA 90805

Tel.#

562-570-3300

Fax #

562-570-3306

Contact Person

Rosie Velazquez-Gutierrez

Cost Category	Annual Budget
I. SALARIES & EMPLOYEE BENEFITS:	
a. Salaries & Wages	\$ 34,228.00
b. Employee Benefits	\$ 19,941.00
c. Consultants	
II. NON-PERSONNEL COST:	
d. Staff Mileage	\$ 400.00
e. Facility Costs	\$ -
f. Consumable Supplies	\$ 200.00
g. Equipment	\$ -
h. Indirect Cost	\$ 2,031.00
i. Other Direct Cost	
Yoga Instructor	\$ 3,200.00
TOTAL	\$ 60,000.00

Name:

Signature:

Date:

South Bay Center for Counseling

Prevention and Aftercare Services 2015 Budget Narrative with Cost Detail and Justification

Please complete the following Budget Narrative including **allocation amount per line item, description and justification for each expenditure**. Write N/A (Not Applicable) for any line item listed for which you are not allocating funds. This Narrative must be attached to completed Subcontractor Budget.

Fiscal Year:	January 1, 2015 thru December 31, 2015
Agency Name:	City of Long Beach, DHHS, Center for Families and Youth

Personnel Costs (include salaries and benefits)

Position: Center / Clinical Director	Salary: \$8,862	Benefits: \$4,433	Total: \$13,295
Description & Justification: Center/ Clinical director will ensure the operations of the program by meeting the contract mandates with budgets, invoicing, and scope of work. Center/Clinical director on a weekly schedule will supervise Family Coach to ensure implementation of the SBCC Family Coach strategy that enhances family well-being. Attendance to all contract meetings. The Center/Clinical director dedicates 10% of their time to the program for a total annual cost of \$13,295. (0.10 FTE)			
Position: Family Coach	Salary: \$25,366	Benefits: \$15,508	Total: \$40,874
Description & Justification: Under the direction of Center/clinical director, the family coach will implement the SBCC Family Coach strategy that enhances family well-being. The coach will implement the Family Strengthening Plan developed by the family and coach. Upon development of the plan, the coach will refer participants to SBCC partners and appropriate community base organizations for services and activities. Attend SBCC Family Coach meetings Will Serve 30 to 40 families per fiscal year. The family coach dedicates 50.64% of their time to the program for a total annual cost of \$40,874. (0.5064FTE)			
Position: N/A	Salary: N/A	Benefits: N/A	Total: N/A
Description & Justification:			

Staff Mileage

Budget Allocation: \$400
Description & Justification: The City of Long Beach reimburses employees using personal vehicles for work related travel at the federally standard mileage rate (currently at \$0.575 per mile for 2015). The average monthly miles traveled by employees for program related activities is 58 miles which includes traveling for monthly meetings outside Long Beach, community meetings, and occasional home visits.

Space (Facility Costs)

Budget Allocation: N/A

Consumable Supplies

Budget Allocation: \$200

Description & Justification:

Consumable supplies include program supplies (\$200) that are used for meeting program objectives.

Equipment

Budget Allocation: N/A

Indirect Costs (may not exceed 10% of Contract Amount)

Budget Allocation: \$2,031

Description & Justification:

The program is charged an indirect cost rate of 3.75% of total direct personnel cost. Indirect cost includes administrative and overhead cost, financial and supportive services cost, and other indirect cost related to operating the program.

Other Direct Cost

Budget Allocation: \$3,200

Description & Justification:

Other direct cost include the cost for a yoga instructor who will help the program meet objectives.

SOUTH BAY CENTER FOR COUNSELING

Prevention and Aftercare Services

SECTION B:

Below, please provide an itemized budget breakdown and justification of expenses other than Personnel Cost. Lastly, please describe and show the computations on how your agency arrived at your hourly rate. (Note: The number of hours multiplied by your hourly rate must be the same as the amount of your subcontract.)

Consumable Supplies: \$ 200

Purchasing of program supplies (\$200) for use with program clients to meet grant objectives.

Staff Mileage: \$ 400.00

Family coach travels 58 miles on average each month for meetings outside Long Beach, community meetings and occasional visits to program clients' homes. (58 miles/month x \$0.575/mile x 12 months)

Other Direct Cost: \$3,200

Other direct cost include the cost for a yoga instructor who will help the program meet objectives.

Personnel Cost:

Calendar Days	365 Days	Working Hours / Year:
Deduct: Sundays and Saturdays	105	205 days x 8 hrs/day = 1,640 hours
Paid Holidays	11	
Vacation Leave	32	
Personal leave	12	
TOTAL Deduct	160	

Project Period: 1.0 x Calendar Year (12 Months)

Project Period Hours: 1,640 Working Hours per Project Period (12 Months)

Center Director / Clinical Director

10.00% Time to Prevention & Aftercare Services program

1640 Hours x 10.00% = 164 Hours for 12 Months

164 Hours / 12 Months = 13.67 Hours per Month

In Home Outreach Counselor (IHOC)

50.64 % Time to Prevention & Aftercare Services program

1640 Hours x 50.64% = 830.50 Hours for 12 Months

830.50 Hours / 12 Months = 69.21 Hours per Month

Indirect Cost @ 3.75% of Personnel Cost: \$2,031.00

Indirect cost includes, but is not limited to, administrative overhead, technology, and other support services.

\$54,169 (total personnel cost) x 0.0375 = \$2,031 of Indirect Cost

TOTAL HOURS: 164 + 830.50 = 994.50 Hours for 12 months

Personnel = \$54,169 / 994.50 hours = \$54.47 hourly rate

Supplies, Mileage, Other = \$3,800 / 994.5hours = \$3.82 hourly rate

Indirect Cost = \$2031 / 994.5hours = \$2.04 hourly rate

\$54.47+ \$3.82 + \$2.04 = \$60.33 Total Hourly Rate

Grant Funding = \$60,000 (994.5 hours x \$60.33 per hour)