

34834
STAR VIEW
CHILDREN AND FAMILY
SERVICES

SUBCONTRACT AGREEMENT
AND EXHIBITS

DATE: November 1, 2017

**SUBCONTRACT AGREEMENT FOR
COMMUNITY FAMILY PRESERVATION
NETWORK**

34834

THIS SUBCONTRACT is made and entered into this 1st day of November 1, 2017

By and between Star View Children and Family Services (hereafter "CONTRACTOR"),
located at 1501 Hughes Way Ste. 150, Long Beach, CA 90810

and **City of Long Beach** _____

(Hereafter "SUBCONTRACTOR"), located at
ADDRESS 2525 Grand Ave., Long Beach, California, 90815 _____

WHEREAS, CONTRACTOR has entered into an Agreement for Community Family Preservation Network Services (hereafter "Prime Contract") with the County of Los Angeles, State of California (hereafter "COUNTY"); and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide Family Preservation Network 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

This subcontract is a Subcontract under the Prime Contract 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 unless otherwise indicated in this subcontract. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY.

This Agreement and all its provisions and any Amendment(s) hereto shall be subject to approval by the COUNTY prior to providing services.

1.1 The following sections of the Prime Contract shall not apply to any SUBCONTRACT:

- All references to Discretionary Services and Discretionary Funds
- Section 6.2, Self-Evaluation

- 1.2 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit C to this SUBCONTRACT.

2.0 TERM OF SUBCONTRACT

The term of this SUBCONTRACT shall commence on November 1, 2017 and shall expire June 30, 2019 unless terminated earlier pursuant to any of the conditions of termination in the Prime Contract.

3.0 PAYMENT & INVOICES

- 3.1 CONTRACTOR shall compensate SUBCONTRACTOR for an annual amount not to exceed \$397,000.00 for the balance of the remaining fiscal year and for the term of this subcontract to provide the services indicated in section 3.3 of this Subcontract. The contract for fiscal year 2018-19 shall not exceed \$595,000.00. The designated service shall be provided as detailed Exhibit A, Statement of Work.

- 3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. SUBCONTRACTOR shall submit monthly invoices during the duration of this agreement to the CONTRACTOR, by the 10th business day of each month for the previous month beginning December 10, 2017. CONTRACTOR shall compensate SUBCONTRACTOR by check within thirty (30) days of receipt and approval of monthly invoices provided timely payment by County.

- 3.3 The SUBCONTRACTOR shall provide the following services:

IN-HOME COUNSELING SERVICES
COUNSELING
CHILD FOCUSED ACTIVITY
SUBSTITUTE ADULT ROLE MODEL
PARENT TRAINING
TRANSPORTATION
CHILD FOLLOW-UP VISIT
TEACHING AND DEMONSTRATION
CHILD FAMILY TEAM MEETINGS

(Please see Exhibit A for definition of services)

- 3.4 The payment to the SUBCONTRACTOR will be FEE FOR SERVICE RATE AS DESIGNATED BELOW. The contract shall not exceed a sum amount of \$397,000.00 for the remainder of the 2017/18 fiscal year. The contract shall not exceed a sum amount of \$595,000.000 for the 2018/19 fiscal year.

- 3.4.1 Fee for Service Rate: The rate of payment for the specific units of service provided will be as follows:

Service	Payment Rate/Unit*
In-Home Counseling Service	\$ 1,072.70 /Month
Counseling	\$ \$61.20
Child Focused Activity	\$ \$25.50
Substitute Adult Role Model	\$ 20.40
Parent Training	\$ 20.40
Transportation	\$ 35.70
Child Follow-Up Visit	\$ 20.40
Teaching and Demonstration	\$ 35.70
Team Decision/	\$ 61.20 BA Level
Supplemental IHOC	\$ 61.20 MA/MSW Level
	\$ 71.40 Licensed

*rate per hour except as indicated

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 costs related to this SUBCONTRACT.

3.7 CONTRACTOR shall take appropriate remedies, such as fiscal penalties or withholding of payment in instances where the SUBCONTRACTOR violates or breaches the Terms of the Agreement.

3.8 All invoices, including signed original invoices, shall be submitted to

CONTRACTOR: Star View Children and Family Services

4.0 THIRD PARTY BENEFICIARY

CONTACTOR 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.

5.0 INDEMNIFICATION AND INSURANCE COVERAGE REQUIREMENTS

- A. Indemnification: SUBCONTRACTOR shall indemnify, defend and hold harmless the CONTRACTOR, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SUBCONTRACTOR'S acts and/or omissions arising from and/or relating to this agreement.
- B. Without limiting SUBCONTRACTOR'S indemnification of COUNTY and CONTRACTOR, 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 CONTRACTOR and shall be primary to and not contributing with any other insurance maintained by the COUNTY and CONTRACTOR certificates or other evidence of coverage shall be delivered to the CONTRACTOR who in turn will deliver to:

Contracts Manager, Contract Management Services
Department of Children and Family Services
425 Shatto Place, Room 205
Los Angeles, CA 90020

Certificates or other evidence of coverage shall be delivered prior to commencing services under this Subcontract, shall specifically identify this Subcontract, and shall contain the express condition that the COUNTY is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

5.1 Liability Insurance

Any and all insurance described below shall be endorsed naming 1) COUNTY of Los Angeles and 2) CONTRACTOR as an additional insured, and shall include:

5.1.1 General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, products/completed operations, contractual, broad form property damage, personal and advertising injury with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. In addition, said coverage shall include sexual misconduct liability covering actual or alleged claims for sexual misconduct and/or molestation with limits of \$2 million per occurrence and in aggregate for claims related to this SUBCONTRACT.

- If written with an annual aggregate limit, the policy limit shall be two (2) times the above required occurrence limit (i.e., \$2,000,000).

- If written on a claims made form, the SUBCONTRACTOR shall provide an extended (2) year reporting period commencing upon expiration or termination of this Subcontract.

5.1.2 Comprehensive auto liability insurance endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

5.2 *Professional liability:* Insurance covering liability arising from any error, omission, or negligent act of the SUBCONTRACTOR, its officers, or employees with a limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

5.3 *Workers' Compensation:* Insurance in an amount and form to meet all applicable requirements of the Labor Codes of the State of California, including employer's Liability with a limit no less than one million dollars (\$1,000,000), Covering all persons who provide services for the CONTRACTOR.

5.4 Pursuant to section 10.5 and 10.6 under Prime Contract SUBCONTRACTOR shall adhere and provide certificate of insurance for the property coverage and crime coverage requirements.

5.5 Failure on the part of SUBCONTRACTOR to obtain and maintain all required insurance coverage is a material breach upon which CONTRACTOR and/or COUNTY may, in its sole discretion, immediately suspend SUBCONTRACTOR'S performance or terminate this Subcontract.

6.0 RECORDS AND AUDITS

6.1 SUBCONTRACTOR'S shall maintain accurate and complete financial records of all its activities and operations relating to the Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Exhibit M of the Prime Contract (Contract Accounting and Operating Handbook.) SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SUBCONTRACTOR agrees that COUNTY, CONTRACTOR, or their authorized representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and confidential information, shall be kept and maintained by SUBCONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY and CONTRACTOR during the term of this Agreement and for a period of five (5) years after each fiscal year unless

COUNTY'S written permission is given to dispose of any such material prior to such time.

- 6.2** In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with COUNTY, and CONTRACTOR at CONTRACTOR'S option, unless otherwise provided by applicable Federal or State Law or under this Agreement. COUNTY and CONTRACTOR shall make a reasonable effort to maintain the confidentiality of such audit report (s).
- 6.3** SUBCONTRACTOR shall be responsible for annual financial audits of its agency if requested by COUNTY, CONTRACTOR and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, SUBCONTRACTOR shall forward copies of such reports to COUNTY and CONTRACTOR.
- 6.4** SUBCONTRACTOR shall, during normal business hours, allow CONTRACTOR, appropriate County, State and Federal agencies, including CDSS, COUNTY'S Auditor-Controller or its designee to evaluate, audit, review and inspect its accounting books and records of program operations, including the interview of SUBCONTRACTOR'S staff, insurance agents, banks, personnel and vendors. Method may include inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease Agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring SUBCONTRACTOR'S accountability of Agreement expenditures and program performance.
- 6.5** All uses of funds paid to SUBCONTRACTOR and other financial transactions related to SUBCONTRACTOR'S provision of service under this Agreement are subject to review and/or audit by CONTRACTOR, DCFS, COUNTY'S Auditor-Controller or its designee, or the state of California. In the event this Agreement is subject to audit exceptions, SUBCONTRACTOR shall pay COUNTY or CONTRACTOR, the full amount of SUBCONTRACTOR'S liability for such audit exceptions, as determined by COUNTY or CONTRACTOR, upon demand by COUNTY or CONTRACTOR.
- 6.6** SUBCONTRACTOR hereby agrees to cooperate with the CONTRACTOR, COUNTY Program Directors, COUNTY Family Preservation Programs Manager and any duly authorized COUNTY, State,

or Federal representative, in the review of SUBCONTRACTOR'S program, reforms and procedures at any reasonable time.

7.0 CRIMINAL CLEARANCES

- 7.1 For the safety and welfare of children to be served under the Agreements, SUBCONTRACTOR agrees, as permitted by law, to ascertain and obtain arrest and conviction records for all current and prospective employees, independent CONTRACTOR'S or volunteers who come in contact with children in the course of their work or volunteer activity. For purposes of this Section, only those volunteers, who have frequent and routine contact with children and are used to replace or supplement staff in providing direct care and supervision of children, shall be subject to this provision. SUBCONTRACTOR shall maintain such records in the file of each such person.
- 7.2 SUBCONTRACTOR shall immediately notify CONTRACTOR of any arrest and/or subsequent conviction, other than for a minor traffic offense, of any employee, independent contractor or volunteer staff who comes in contact with children while providing services under this Agreement when such information becomes known to SUBCONTRACTOR. The CONTRACTOR will in turn notify the COUNTY.
- 7.3 SUBCONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in Health and Safety Code Section 11590 (person required to register as controlled substance offender) and those defined in the following Penal Code Sections or any future Penal Code Sections which address these crimes:

<u>SECTION</u>	<u>TITLE</u>
261.5	Unlawful sexual intercourse with a minor.
272	Causing, encouraging or contributing to delinquency of a person under age 18
273a	Great Bodily harm or death to child; Endangerment of person or health
273ab	Assault resulting in death of child less than 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition
273g	Degrading, immoral or vicious practices in the presence of children
286	Sodomy
288	Lewd or lascivious acts upon the body of child under age 14

288a	Oral copulation
314	Indecent exposure
647 (a) & (d)	Disorderly conduct related to lewd behavior/prostitution
647.6	Annoyance of or molesting a child under age 18

8.0 CASE RECORDS AND FILES

8.1 SUBCONTRACTOR shall document and maintain in its case files all notes, records and any needed approvals for the CFPN services provided. All services shall be documented in the appropriate Services Progress notes. SUBCONTRACTOR shall make available to COUNTY and/or CONTRACTOR all such case files, notes, records and approvals.

9.0 CONFIDENTIALITY

9.1 SUBCONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records, CONTRACTOR records, and client records in accordance with all applicable federal, state, and local laws, regulations, ordinances and directives regarding confidentiality.

9.2 SUBCONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of SUBCONTRACTOR who have access to confidential records and data must sign and adhere to the Employer Acknowledgment and Confidentiality Agreement (EXHIBIT B). SUBCONTRACTOR shall notify CONTRACTOR of any attempt to obtain confidential records through the legal process.

10.0 DISCLOSURE OF INFORMATION

The SUBCONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the SUBCONTRACTOR'S need to identify its services and related clients to sustain itself, the CONTRACTOR shall not inhibit the SUBCONTRACTOR from publicizing its role under this Agreement within the following conditions:

10.1 SUBCONTRACTOR shall develop all publicity material in a professional manner.

10.2 During the course of performance of this Agreement, the SUBCONTRACTOR, its employees and agents shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of the COUNTY, or CONTRACTOR without the prior written consent of the CONTRACTOR. Said consent shall not be unreasonably withheld and may be assumed in the event that no adverse comments are received in writing three (3) weeks after submittal.

10.3 SUBCONTRACTOR may, without prior written permission of CONTRACTOR, indicate in its proposals and sales material that it has been awarded an Agreement to provide services, provided, however, that the requirements of this provisions apply.

**SUBCONTRACTOR FOR
COMMUNITY FAMILY PRESERVATION NETWORK**

IN WITNESS, WHEREOF, the parties have entered into this Agreement as of the 1st day of November 2017.

CONTRACTOR

SUBCONTRACTOR


[SUBCONTRACTOR]

By: 
Executive Director

By: 
Executive Director

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.


Federal Tax I.D. Number

Federal Tax I.D. Number

11/16/17
Date

11/21/17
Date

APPROVED AS TO FORM

11/17, 20 17
CHARLES PARKIN, City Attorney


By: 
LINDA T. VU
DEPUTY CITY ATTORNEY

EXHIBIT A

STATEMENT OF WORK

The SUBCONTRACTOR shall provide Supplementary Services to clients referred by SUBCONTRACTOR. Services to be provided include:

1. In Home Outreach Counseling- A service of the MCPC plan where an LMFT/LCSW or Master's level human services professional (unless prior experience and education are approved and waived by DCFS), directly supervised by a licensed clinician certified by the California Board of Behavioral Sciences, provides a mandatory counseling session to the families provided primarily in home of the referred. The case Manager will work with the family in meeting the goals and services. The counseling sessions also includes clinical direction which includes clinical supervision, direct services and others. (applying Base Rate Services as per Contract) base rate services consist of once weekly In Home Outreach Counseling visits these sessions include indirect costs, Clinical Direction and Crisis Intervention. With months containing 5 weeks supplemental IHOC visits may be billed at the rates specified in section 3.4.1.
2. Counseling (Substance Abuse, domestic violence, Teen Pregnancy, Anger Management) Counseling – A face to face meetings/interventions by a counselor with an individual couple, group or family to: (1) help identify and assist in solving family problems; (2) identify substance abuse and refer for treatment; (3) address and treat domestic violence or anger management issues; (4) help identify personal, vocational and educational goals.
3. Parent Training- These are services that support and enhance parenting skills through trainings through areas such as (1) anger management; (2) impulse control; (3) child development; and (4) alternative discipline.
4. Child Focused Activities – Activities designed to enhance a child's growth and development which may be provided while parents are receiving family preservation services.
5. Substitute Adult Role Model - These are services in which adult role mentors, trained and supervised are paired with children and to: 1) foster positive behavior through the mentors' example; and (2) broaden the children's recreational, social, and educational dreams through shared experiences. Subcontractor shall invoice per family for all children participating in a particular SARM activity at the same time. Subcontractor may invoice individually if the children in a family participate in separate activities.
6. Transportation – A service which transports by van pool, bus pass or private vendor, children and families to the site of a specific service when no other means of conveyance is available.
7. Child Follow-Up-Visit- the IHOC shall make subsequent visit whenever a child (ren) is absent during the in-home counseling session. The IHOC shall make this contract within (5) business days.

8. Teaching and Demonstration (T & D)- These are services in which a T& D worker demonstrates and teaches primary caregivers the skills to successfully manage and maintain a home including, but not limited to, home safety, cleanliness, meal planning, and budgeting.
9. Child and Family Team Meeting (CFT): IHOC will attend CFT to present status of case and advocate for the child(ren)'s best interest. There is a maximum billable time of three (3 hours).
10. Subcontractor shall perform the additional tasks;
 - Participate in MCPC/Case Review Meetings as appropriate.
 - Submit monthly report (report template to be provided by Star View)
 - Participate in Star View CQI/QA process as requested

EXHIBIT B

EMPLOYER ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I understand that my employer, _____ has entered into an Agreement with City of Long Beach to the benefit of the COMMISSION through the Partnership for Families with the Los Angeles County Children and Families First – Proposition 10 Commission to provide Direct Services. As a condition of my being employed or contracted by my employer for the provision of these services, I am signing this Employer Acknowledgment and confidentiality Agreement Form. I understand and agree that I am not an employee of the COMMISSION for any purpose and that I do not have any and will not acquire any rights an employee of the COMMISSION for any purpose and that I do not have any and will not acquire any rights or benefits from the COMMISSION as a result of any agreement between my employer and COMMISSION.

As an employee of SUBCONTRACTOR involved with providing Partnership for Family Services, I may have access to confidential information pertaining to clients of Los Angeles County Children and Families First – Proposition 10 Commission. I understand and agree that any and all information and data, whether written or oral, obtained about and from these clients while performing work pursuant to the Agreement between my Employer and City of Long Beach is to be kept confidential and shall not be discussed with or disclosed to anyone except those specifically authorized by law or by order of the juvenile court.

I understand that I may not discuss any situation(s), which could possibly identify and individual, nor shall names, addresses, or other identifying information of applicants, clients, foster parents, or birth parents ever be discussed with any authorized person.

I agree to refer all requests for the release of information received by me to my immediate supervisor.

I recognize and acknowledge that the unauthorized release of confidential information may subject me to civil and/or criminal action.

I HAVE READ AND UNDERSTAND THE ABOVE COMMISSIONMENTS AND I AGREE TO COMPLY WITH THESE COMMISSIONMENTS.

Signature of Employee

Date

Print Name

Title/Position