OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4864

SUBCONTRACT

This SUBCONTRACT is made and entered, in duplicate, as of February 27, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 10, 2015, by and between INTERVAL HOUSE, a California nonprofit corporation, with offices located at 6615 E. Pacific Coast Hwy, #170, Long Beach, California 90803 (hereafter "Organization"), and the CITY OF LONG BEACH, a California municipal corporation (hereafter "City").

WHEREAS, City has been granted an award by the United States
Department of Health and Human Services, Office of Family Assistance ("HHS") for the
City's Life Coaching and the Fundamentals of Fatherhood Project ("Program"); and

WHEREAS, in order to fulfill its obligations to HHS under the grant award, City desires to engage Organization to meet the Program objectives of strengthening and sustaining stable economic and healthy environments for children and their families; and

WHEREAS, Organization desires to perform such work in accordance with the terms and conditions of this Subcontract;

NOW, THEREFORE, City and Organization agree as follows:

1. HHS GRANT AWARD. Notwithstanding any other provision of this Subcontract, this contract is a Subcontract under the terms of the Notice of Award with HHS. (The award is subject to the requirements as set forth in 45 CFR Part 87. The grant is subject to the requirements as set forth in 45 CFR Part 75.). Each and all of the provisions of the Notice of Award 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 HHS.

2. <u>SERVICES</u>.

A. Organization shall provide services in accordance with HHS'

Notice of Award and Attachment "A" entitled "Scope of Work"; Attachment "B"

entitled "Budget"; Attachment "C" entitled "DHHS Administration for Children and

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Families. Office of Family Assistance, New Pathways for Fathers and Families"; Attachment "D" entitled "45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards"; and Attachment "E" entitled "Health Information in Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) Business Associate Agreement"; all of which are attached hereto and incorporated by this reference. Organization shall comply with HHS' Notice of Award in performing its obligations under this Subcontract unless the context clearly indicates otherwise. Organization shall request clarification from City regarding whether or not specific portions of the Notice of Award apply. A breach of the Notice of Award shall be a breach of this Subcontract.

- В. Organization shall be responsible for adherence to all policies, procedures, rules and regulations contained in this Subcontract and Attachments A-E, the Request for Proposal ("RFP"), if applicable, and Organization's proposal in response to the RFP, if applicable.
- TERM OF SUBCONTRACT. The term of this Subcontract shall 3. commence on March 1, 2017 and shall expire on September 29, 2017, unless otherwise extended by City at its sole discretion or terminated earlier pursuant to any of the conditions for termination in the Notice of Award.

4. PAYMENT.

- City shall compensate Organization a total maximum contract sum not to exceed Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999) for the term of this Subcontract. Upon execution of this Subcontract, City shall disburse funds payable hereunder in due course of payments following receipt from Organization of billing statements in a form approved by City showing expenditures and costs identified in Attachment "B".
 - B. City shall pay to Organization the amounts specified in

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Attachment "B" for the categories, criteria and rates established in that Attachment. Organization may, with the prior written approval of the Director of the City's Department of Health and Human Services, or his designee, make adjustments within and among the categories of expenditures in Attachment "B", provided, however, that such adjustment(s) shall not cause the amount of the total budget stated in Attachment "B" to be exceeded.

- C. Organization shall prepare monthly invoices and submit them to the City within thirty (30) days after the end of the month in which Organization provided services. Organization shall attach cancelled checks and other documentation supporting the charges to each invoice. Failure to submit an invoice and its accompanying documentation within the 15-day period may result in late payment from City. Submission of incorrect invoices or inadequate documentation shall result in the suspension of payment from City. City reserves the right to refuse payment of an invoice (a) received by it thirty (30) days after the end of the month in which Organization provided the services relating to that invoice; (b) including inallocable or ineligible expenses; or (c) for the unauthorized expense of funds requiring written approval for budget changes or modifications.
- If City is unable to draw down funds from HHS for D. reimbursement to Organization due to failure of Organization to submit required fiscal and programmatic documents within thirty (30) days after the end of the Operational Year, City cannot guarantee payment to Organization. City will not be obligated to pay Organization for costs incurred unless HHS releases funds to City. For this reason, failure of Organization to submit the final invoice and certified APR within thirty (30) days after the end of the Operational Year may result in loss of reimbursement of funds.
- E. City shall have no obligation to pay Organization until and unless City receives quarterly progress reports that summarizes Organization's performance under this Subcontract during the immediately preceding progress

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period, and that describes Organization's progress in providing the services stated in Attachment "A".

- F. City's obligation to pay Organization arises only after receipt of funds from HHS under the Notice of Award.
- G. City reserves the right to withhold payment of an invoice pending satisfactory completion of an audit, as determined by City in its sole discretion, or Organization's cure of a breach of this Subcontract, as determined by City in its sole discretion, after being notified of such breach by City.
- H. Organization shall maintain all records relating to the performance of this Subcontract in accordance with generally accepted accounting principles and in the manner prescribed by City. Organization's records shall be current, complete and available for extraction from copy, examination, inspection and audit during its normal business hours, during the term of this Subcontract and for a period of three (3) years after termination as deemed necessary by the City Auditor, any other representative of the City, and HHS or any duly authorized representative of HHS. Organization shall provide access to all documents and materials relating to City and to Organization's operations, and Organization shall provide any information that the City Auditor, other City representatives, HHS, and HHS's representatives require in order to monitor and evaluate Organization's performance. Organization shall provide all reports, documents or information requested by City or HHS within three (3) days after a written or oral request from a City or HHS representative, unless a longer period of time is otherwise expressly stated by said representative. Each month, Organization shall submit performance reports certified by one of Organization's officers or its Executive Director identifying the services performed.
- I. If examination of these financial and other records by City and/or HHS reveals that Organization has not used these grant fund for the purposes and on the conditions stated in this Subcontract, then Organization

covenants, agrees to and shall immediately repay all or that portion of the grant funds which were improperly used. If Organization is unable to repay all or that portion of the grant funds, City will terminate all activities of Organization under this Subcontract and pursue appropriate legal action to collect the funds. Alternatively, to the extent City has been refusing payment of any invoices, City may continue to withhold such funds equal to the amount of improperly used grant funds, regardless of whether the funds being withheld by City were improperly used.

- J. City reserves the right to review and request copies of all documentation related, directly or indirectly, to the program funded by this Subcontract, including by way of example but not limited to, case files, program files, policies and procedures.
- (\$750,000) or more in Federal grant funds in an Operational Year, then Organization shall submit an audit report to City in accordance with OMB Super Circular no later than thirty (30) days after receipt of the audit report from Organization's auditor or no later than nine (9) months after the end of the Operational Year, whichever is earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in Federal grant funds in an Operational Year, submission of the audited financial statement is required.

ORGANIZATION'S OBLIGATIONS.

- A. Organization will maintain the confidentiality of records pertaining to any individual or family that was provided services through the project.
- B. Organization, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- C. Organization will provide information, such as data and reports, as required by HHS.

6. ANTI-DISCRIMINATION.

A. In the performance of this Subcontract, Organization shall not

subcontractor because of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability or handicap. Organization shall take affirmative action to assure that applicants are employed or served, and that employees and applicants are treated during employment or services without regard to these categories. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Organization shall permit access by City or any other agency

discriminate against any employee, applicant for employment or service, or

B. Organization shall permit access by City or any other agency of HHS, state or federal governments to Organization's records of employment, employment advertisements, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the fair employment practices provisions of this Subcontract.

7. INDEPENDENT SUBCONTRACTOR.

A. In performing services hereunder, Organization is and shall act as an independent subcontractor and not as an employee, representative, or agent of City. Organization's obligations to and authority from the City are solely as prescribed herein. Organization expressly warrants that it will not, at any time, hold itself out or represent that Organization or any of its agents, volunteers, subscribers, members, officers or employees are in any manner officials, employees or agents of City. Organization shall not have any authority to bind City for any purpose.

B. Organization acknowledges and agrees that a) City will not withhold taxes of any kind from Organization's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on Organization's behalf, and c) City will not provide and Organization and Organization's employees are not entitled to any of the usual and customary rights, benefits or privileges of City employees.

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8. NON-ASSIGNMENT. This Subcontract contemplates the personal services of Organization and Organization's employees. Organization shall not delegate its duties or assign its rights hereunder, or any interest herein or any portion hereof, without the prior written consent of City which the City may withhold in its discretion. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation.

THIRD PARTY BENEFICIARY. 9.

City and Organization understand and agree that this Subcontract is entered into for the benefit of HHS, and that HHS is hereby expressly made a third party beneficiary of this Subcontract.

В. Notwithstanding any other provision of this Subcontract, HHS does not intend for Organization to acquire any rights as a third party beneficiary of Notice of Award.

10. INDEMNIFICATION.

Organization shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Organization's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Organization, its officers, employees, agents, subcontractors, or anyone under Organization's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

В. In addition to Organization's duty to indemnify, Organization shall have a separate and wholly independent duty to defend Indemnified Parties at Organization's expense by legal counsel approved by City, from and against all

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Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Organization shall be required for the duty to defend to arise. City shall notify Organization of any Claim, shall tender the defense of the Claim to Organization, and shall assist Organization, as may be reasonably requested, in the defense.

C. The provisions of this Section shall survive the expiration or termination of this Subcontract.

11. INSURANCE.

Without limiting Organization's indemnification of HHS, and during the term of this Subcontract, Organization shall provide and maintain at its own expense the following programs of insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of this Contract by Organization, its agents, representatives, Such programs and evidence of employees, volunteers or subcontractors. insurance shall be satisfactory to HHS and the City, and shall be primary to, and not contributing with, any other insurance maintained by HHS.

i. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 1093) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross-liability, independent contractors liability, and products and completed operations liability. Such insurance shall neither exclude claims of sexual abuse or misconduct nor include a sublimit lesser than the per claim limit for claims of sexual abuse or The City, its Boards and Commission, and their officials, misconduct. employees and agents shall be named as additional insureds by endorsement (on the City's endorsement form or on an endorsement

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equivalent in scope to ISO form CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to the City, its Boards and Commission, and their officials, employees and agents.

- ii. Workers' Compensation insurance as required by the California Labor Code.
- iii. Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
- Professional liability or errors and omissions insurance iv. in an amount not less than One Million Dollars (\$1,000,000) per claim.
- Commercial automobile liability insurance (equivalent in ٧. scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

If delivering services to minors, seniors, or persons with disabilities, Organization's Commercial General Liability insurance shall not exclude coverage If Organization is unable to provide abuse and for abuse and molestation. molestation coverage, it can request a waiver of this coverage from the City. The City's Risk Manager will consider waiving the requirement if Organization can demonstrate to the satisfaction of the City's Risk Manager that Organization has no exposure, that the coverage is unavailable, or that the coverage is unaffordable. If a request for a waiver is desired, Organization must submit a signed document on Organization's letterhead to the Director of the City's Department of Health and Human Services, who will forward it to the City's Risk Manager, providing reasons why the insurance coverage should be waived. Waivers will be considered on a case by case basis.

program. B. Any self-insurance self-insured retention. deductible must be separately approved in writing by the City's Risk Manager or his/her designee and shall protect the City, its Boards and Commission, and their

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officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to the City, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City. Organization shall notify the City in writing within five (5) days after any insurance required herein has been voided by the insurer or cancelled by the insured.

- C. contractors Organization shall require that and subcontractors that Organization uses in the performance of services under this Contract maintain insurance in compliance with this Section unless otherwise agreed in writing by the City's Risk Manager or his/her designee.
- D. Prior to the start of performance, Organization shall deliver to the City certificates of insurance and required endorsements for approval as to sufficiency and form. The certificate and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Organization, shall, within thirty (30) days prior to expiration of this insurance, furnish to the City certificates of insurance and endorsements evidencing renewal of the insurance. The City reserves the right to require complete certified copies of all policies of Organization and Organization's contractors and subcontractors, at any time. Organization shall make available to the City's Risk Manager or his/her designee during normal business hours all books, records and other information relating to the insurance coverage required herein.
- E. Any modification or waiver of these insurance requirements shall only be made with the approval of the City's Risk Manager or his/her designee. Not more frequently than once a year, the City's Risk Manager or his/her designee may require that Organization, Organization's contractors and subcontractors change the amount, scope or types of coverages if, in his or her sole opinion, the

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amount, scope, or types of coverages herein are not adequate.

- F. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Organization's performance or as full performance of or compliance with the indemnification provisions of this Contract
- 12. HIPAA BUSINESS ASSOCIATE AGREEMENT. The Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the services under this Subcontract, and Organization shall execute and deliver City's standard Business Associate Agreement as required by HIPAA.
- 13. HHS REPORTS. City shall facilitate the submission of all reports required by HHS based on information submitted by Organization to City. City shall act as the primary contact for Organization to HHS for services provided under this Subcontract. City shall facilitate directly to HHS the submission of any information related to all financial and programmatic matters in this Subcontract, including but not limited to reimbursements of grant funds, requests for changes to Organization's budget, requests for changes to Organization's application for grant funds and requests for changes to Organization's Technical Submission.
- 14. NOTICES. All notices given hereunder this Subcontract shall be in writing and personally delivered or deposited in the U.S. Postal Services, certified mail, return receipt requested, to City at 2525 Grand Avenue, Long Beach, California 90815 Attn: , and to Organization at the address first stated above. Notice shall be deemed given on the date personal delivery is made or the date shown on the return receipt, whichever is earlier. Notice of change of address shall be given in the same manner as stated for other notices.

15. MISCELLANEOUS.

- Α. The City Manager or designee is authorized to administer this Subcontract and all related matters, and any decision of the City Manager or designee in connection herewith shall be final.
 - B. Organization shall have the right to terminate this Subcontract

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at any time for any reason by giving thirty (30) days' prior notice of termination to City, and City shall have the right to terminate all or any part of this Subcontract at any time for any reason or no reason by giving thirty (30) days' prior notice to If either party terminates this Subcontract, all funds held by Organization. Organization under this Subcontract which have not been spent on the date of termination shall be returned to City.

- This document constitutes the entire understanding of the C. parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. This Subcontract shall not be amended, nor any provision or breach hereof waived, except in writing by the parties which expressly refers to this Subcontract.
- D. This Subcontract shall be governed by and construed pursuant to the laws of the State of California.
- E. This Subcontract including all exhibits shall not be amended, nor any provision or breach hereof waived, unless in writing signed by the parties which expressly refers to this Subcontract.
- F. In the event of any conflict or ambiguity between this Subcontract and an exhibit, the provisions of this Subcontract shall govern.
- G. The acceptance of any service or payment of any money by City shall not operate as a waiver of any provision of this Subcontract, or of any right to damages or indemnity stated herein. The waiver of any breach of this Subcontract shall not constitute a waiver of any other or subsequent breach of this Subcontract.

IN WITNESS WHEREOF, the parties hereto have caused this document to 1 be duly executed with all formalities required by law as of the date first stated above. 2 3 INTERVAL HOUSE, a California nonprofit corporation 4 5 6 7 2017 By_ Name 8 Title 9 "Organization" 10 CITY OF LONG BEACH, a municipal 11 corporation 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664 12 13 City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. Assistant City Manager "City" 14 15 This Subcontract is approved as to form on 16 CHARLES PARKIN, 17 18 Deputy 19 20 21 22 23 24 25

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OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney

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2016- 2017 Scope of Work Life Coaching Fundamentals of Fatherhood Project (LCFFP) Interval House

Project Partner Contact Information

Interval House

6615 E. Pacific Coast Hwy, #170

Long Beach, CA 90803

Phone: 562.594.9492; Fax: 562.596.3370

LCFFP Project Goals

Goal 1 Build program capacity and community awareness by establishing a networked fatherhood response in the City of Long Beach.

Goal 2 Strengthen and sustain stable economic and healthy environments for children by developing and enhancing fathers' positive, involved, nurturing and authoritative parenting and co-parenting skills, as well as the job and career readiness and employment of these fathers

Goal 3 Conduct performance measure/continuous quality assurance practices to assess and realign LCFFP project processes.

Interval House Staff Positions for LCFFP Project

- IPV Educators
- · Director of Programs

2016-2017 Objectives:

Obj. 1: Complete Intimate Partner Violence (IPV) Protocols for LCFFP

Activity 1: Interval House will complete IPV Project Protocols with LCFFP partners by May 2017 **Activity 2**: Interval House will provide training on IPV Protocols to all project staff and partners

by June 2017

Obj. 2: Facilitate two-session Intimate Partner Violence (IPV) workshops for 15 LCFFP cohorts by September 29, 2017.

Activity 1: Interval House will facilitate two-week IPV sessions for up to 10 LCFFP cohorts by September 29, 2017.

Activity 2: Interval House will provide up to 5 IPV 2 hour workshops for LCFFP participants tailored based on CQI recommendations.

Obj. 3: Attend Project/Program Meetings

Activity 1: Staff will participate in monthly project partner meetings.

Activity 2: Staff will participate in monthly Continuous Quality Improvement (CQI) meetings.

Activity 3: Staff will participate in all required program trainings.

Obj. 4: Monitoring and Reporting

Activity 1: Staff will collect data, as required by grantor and for CQI purposes.

Activity 2: Staff will provide quarterly reports on program activities for Project reports.

Obj 5: Billing/Invoicing

Activity 1: Interval House will invoice on a monthly basis as required by LBDHHS.

Activity 2: Interval House will provide support documentation for invoicing purposes.

Attachment A: Scope of Work

2016- 2017 Scope of Work Life Coaching Fundamentals of Fatherhood Project (LCFFP) Interval House

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Interval House

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Long Beach, CA 90803

Phone: 562.594.9492; Fax: 562.596.3370

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Obj 5: Billing/Invoicing

Attachment A: Scope of Work

Activity 1: Interval House will invoice on a monthly basis as required by LBDHHS.

Activity 2: Interval House will provide support documentation for invoicing purposes.

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Attachment B: Budget

Interval House Life Coaching and the Fundamentals of Fatherhood Project - Year 2 Subcontractor Budget

Subcontractor Budget				
1.	Agency Name:	Interval House		
2.	Agency Address: 6615 E. Pacific Coast Hwy #170, Long Beach, CA 90803			ong Beach, CA 90803
3.	Operational Period :	3/1/2017 to 9/30/2017		
	.	Item		Budget
1 20 1	PERSON	IEL COST	FIE :	
1.	Director of Programs	***	0.10	6,417
2.	DV Advocate (March - Jur	ne 2017)	0.10	3,500
	DV Advocate (July - Septe	ember 2017)	0.40	10,500
3.	3. Fringe Benefits @ 11.31%			2,309
TOTAL PERSONNEL COST				22,726
OPERATING COST				
1.	Program Materials and Su		-	
TOTAL OPERATING COST				-
INDIRECT COST				
1. 10% of Total Direct Costs				2,273
TO	OTAL INDIRECT COST		2,273	
			and the second s	and the second of the second o
TOTAL BUDGET				24,999