

29390



AMENDMENT NUMBER EIGHT

TO

**FAMILY PRESERVATION PROGRAM CONTRACT
CFDA #93.556**

CONTRACT NUMBER 05-028-5

WITH

CITY OF LONG BEACH

**AMENDMENT NUMBER EIGHT
TO FAMILY PRESERVATION PROGRAM CONTRACT
CONTRACT NUMBER 05-028-5**

This Amendment Number Eight ("Amendment") to the Family Preservation (FP) Program Contract, ("Contract") adopted by the Board of Supervisors on August 16, 2005, is made and entered into by and between County of Los Angeles, ("COUNTY"), and City of Long Beach, ("CONTRACTOR"), this 23 day of December, 2013.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing FP services to the COUNTY;

WHEREAS, Title IV-E and AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment (CAPIT) funds are available to increase the Contract budget commensurate with an increase in Up-front Assessments (UFA), Team Decision Making (TDM), Alternative Response Services (ARS), and FP services;

WHEREAS, on June 26, 2007, the Board of Supervisors approved DCFS' plan to pilot UFA, TDM and ARS services at its Compton office through its FP Contractors;

WHEREAS, on February 3, 2009, the Board of Supervisors approved DCFS' request to amend the FP contracts to add UFA, TDM and ARS services;

WHEREAS, on June 26, 2012, the Board of Supervisors approved DCFS' request to amend the FP contracts to add Intensive Family Preservation (IFP) services as funded through Title IV-E;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 8.0 , STANDARD TERMS AND CONDITIONS, Change Notice and Amendments;

WHEREAS, COUNTY needs sufficient time to develop and implement an integrated service delivery contract solicitation model, Safe Children and Strong Families (SCSF) Community Based Services Contract as its Safe and Stable Families Program (SSFP), which is intended to establish seamless, one stop sources for a continuum of services;

WHEREAS, on March 15, 2011, the California Department of Social Services approved the COUNTY's request to extend the term of the existing Contracts from July 1, 2011, through December 31, 2013;

WHEREAS, on December 11, 2012, the California Department of Social Services approved the COUNTY's request to further extend the term of the existing Contracts for an additional six-month period, from January 1, 2014, through June 30, 2014; and

WHEREAS, as a result of Federal and State funding curtailments, the maximum annual contract sum for Fiscal Year 2013-14 was reduced.

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

10 7 2013 11:30

1. **Section 4.0 TERM OF CONTRACT**, Sub-section 4.1.5 is added to read as follows:

4.1.5 The term of the Contract shall be extended for an additional six (6) months, effective January 1, 2014 through June 30, 2014 unless terminated earlier as provided herein.

2. **Section 5.0 CONTRACT SUM**, Sub-section 5.3 is amended to read as follows:

5.3 The total amount payable under this Contract is **\$4,694,865** hereinafter referred to as "Maximum Contract Sum." The maximum amount payable under this Contract for each of the Contract years shall not exceed \$500,000 for FY 2005-06, and \$500,000 for FY 2006-07, and \$500,000 for FY 2007-08, and \$484,792 for FY 2008-09, and \$544,356 for FY 2009-10, and \$538,045 for FY 2010-11, and \$538,045 for FY 2011-12, and \$ for FY 2012-13, and \$551,582 for FY 2013-14 hereinafter referred to as "Maximum Contract Sum" to provide the required FP services in the Lakewood DCFS office that the CONTRACTOR shall serve.

3. **Section 8.0, STANDARD TERMS AND CONDITIONS**, Sub-section 8.24, Indemnification, is replaced in its entirety as follows:

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnitees.

4. **Exhibit B-8**, Supplemental Budget for January 1, 2014 through June 30, 2014 is attached hereto and made part of Exhibit B, Program Budget.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER EIGHT
TO FAMILY PRESERVATION PROGRAM CONTRACT
CONTRACT NUMBER 05-028-5**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eight to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Eight to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES



PHILIP L. BROWNING, Director
Department of Children and Family Services

City of Long Beach
CONTRACTOR

By _____

Name _____ Patrick H. West

Title _____ City Manager

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN F. KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

APPROVED AS TO FORM

12/10, 2013

CHARLES PARKIN, City Attorney

By _____
LINDA T. VU
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 2.11.2013 before me, Melodi Nantes Notary Public

personally appeared Patrick H. Nest

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: Melodi Nantes

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment #8 to Contract # 05-028-5

Document Date: None Number of Pages: 6

Signer(s) Other Than Named Above: Linda Vu, John Krattli

Capacity(ies) Claimed by Signer(s)

Form for Linda Vu: Signer's Name, Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other, Signer Is Representing.

Form for John Krattli: Signer's Name, Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other, Signer Is Representing.

EXHIBIT B-8

BUDGET REVISION (January - June 2014/ FY 13-14)

For

FAMILY PRESERVATION - DCFS OFFICE:

(PROGRAM NAME)

AGENCY NAME: City of Long Beach, Department of Health and Human Services

CONTRACT #: 05-028-5



ITEM	1	2	3	4	5=(2+4)
	FY 13-14 Original Allocation (July 2013-June 2014)	FY 13-14 Maximum Contract Sum (July-Dec. 2013)	FY 13-14 Increased/ (Decreased) Amount (Jan-June 2014)	FY 13-14 Maximum Contract Sum (Jan-June 2014)	FY 13-14 Final Maximum Contract Sum (July 2013-June 2014)
PROGRAM EXPENSES					
I. DIRECT COST:					
A. Salaries and Employee Benefits	\$ 435,635	\$ 217,817	\$ 20,301	\$ 238,118	\$ 455,935
B. Facility Rent/Lease	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment and/or Other Assets Leases	\$ 3,000	\$ 1,500	\$ -	\$ 1,500	\$ 3,000
D. Services and Supplies	\$ 55,832	\$ 27,916	\$ -	\$ 27,916	\$ 55,832
E. Other	\$ -	\$ -	\$ -	\$ -	\$ -
II. ADMINSTRATIVE AND INDIRECT COST: (Max 10% of Max Annual Contract Sum)					
A. Administrative Overhead	\$ 36,814	\$ 18,407	\$ -	\$ 18,407	\$ 36,814
B. Other	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL GROSS COST OF PROGRAM	\$ 531,281	\$ 265,640	\$ 20,301	\$ 285,941	\$ 551,581
INCOME/REVENUE					
A. Projected County Allocation	\$ 531,281	\$ 265,640	\$ 20,301	\$ 285,941	\$ 551,581
B. Private Funding, Other Revenue, &/or In-K	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME/REVENUE	\$ 531,281	\$ 265,640	\$ 20,301	\$ 285,941	\$ 551,581

ATTACHMENT TO EXHIBIT B
 LINE ITEM BUDGET (January 1, 2014 - June 30, 2014)
 For

FAMILY PRESERVATION - Fund 14C2 with REVISED Allocation (Contract #: 05-028-5)

Agency Name: City of Long Beach, Department of Health and Human Services

ITEM	FY 13-14 Original Allocation (July 2013- June 2014)	FY 13-14 Maximum Contract Sum (July- Dec. 2013)	FY 13-14 Increased/ (Decreased) Amount (Jan-June 2014)	FY 13-14 Maximum Contract Sum (Jan- June 2014)
PROGRAM EXPENSES				
I. DIRECT COST:				
A. Salaries and Employee Benefits				
Project Manager (FTE: 0.65) \$6,967.29 x 6 x 65% =	\$ 54,344.89	\$ 27,172.44		\$ 27,172.44
Clinical Director(FTE: 0.40) \$6,029.70 x 6 x 40% =	28,942.68	14,471.28		14,471.28
Resource Coordinator(FTE: 0.70) \$5,454.00 x 6 x 70% =	45,813.60	22,906.35		22,906.35
In-Home Outreach Counselors(FTE: 2.10) \$3,703.67 x 6 x 210% =	93,048.06	46,524.03	13,399.00	59,923.03
In-Home Outreach Counselors(FTE: 1.00) \$3,740.03 x 6 x 100% =	44,880.36	22,440.18		22,440.18
T&D/SARM Associate(FTE: 0.00) \$3,562.56 x 6 x 0% =	-	-		-
Front Office Coordinator / Program Support (FTE: 0.10) \$3,597.34 x 6 x 10% =	4,316.80	2,158.40		2,158.40
Clerical Support (FTE: 0.35) \$3,381.10 x 6 x 35% =	9,956.64	4,978.32		4,978.32
Anger Management Facilitator(FTE: 0.10) \$3,466.65 x 6 x 10% =	0.00	-		-
Budget Analyst (FTE: 0.08) \$6,519.65 x 6 x 8% =	5,298.86	2,649.43		2,649.43
Total Salaries	\$ 286,601.78	\$ 143,300.43	\$ 13,399.00	\$ 156,699.43
Employee Benefits @ 52% =	149,032.92	74,516.46	6,902.00	81,418.46
Total Salaries and Employee Benefits	\$ 435,634.70	\$ 217,816.89	\$ 20,301.00	\$ 238,117.89
B. Facility Rent/Lease				
C. Equipment and/or Other Assets Leases				
Photocopy Machine 1copier @ \$250.00 x 6 =	3,000.00	1,500.00		1,500.00
Computer Information Service	-	-		-
Total Equipment and/or Other Assets Leases	\$ 3,000.00	\$ 1,500.00	\$ -	\$ 1,500.00
D. Services and Supplies				
Intern Stipend	\$ -	-		-
Contractor: Community Outreach Consultant	\$ -	-		-
Subcontracting Agency:Joint Efforts	-	-		-
Subcontracting Agency:Parents Anonymous \$4,417 x 6 =	53,000.00	26,500.00		26,500.00
Subcontracting Agency:Masada Homes	-	-		-
Subcontracting Agency:Boys & Girls Club	-	-		-
Contractor: Up Front Accessors	-	-		-
Transportation	-	-		-
Mileage	-	-		-
Hotel Vouchers	-	-		-
Printing	-	-		-
Utilities	-	-		-
Office Supplies \$70 a month x 6 months =	832.09	416.00		416.00
Telephone Usage	-	-		-
Answering Service	-	-		-
Postage	-	-		-
Security	-	-		-
Facility Maintenance \$167 a month x 6 months =	2,000.00	1,000.00		1,000.00
Discretionary Services/Items	-	-		-
Total Services and Supplies	\$ 55,832.09	\$ 27,916.00	\$ -	\$ 27,916.00
E. Other	\$ -	\$ -	\$ -	\$ -
II. ADMINISTRATIVE AND INDIRECT COST (Max. 10% OF Max. Annual Contract Sum)				
A. Administrative Overhead @ 6.93% (rounded)	\$ 36,814.21	\$ 18,407.11	\$ -	\$ 18,407.11
B. Other	-	-		-
TOTAL GROSS COST OF PROGRAM	\$ 531,281.00	\$ 265,640.00	\$ 20,301.00	\$ 285,941.00
INCOME/REVENUE				
A. Projected County Allocation	\$ 531,281.00	\$ 265,640.00	\$ 20,301.00	\$ 285,941.00
B. Private Funding, Other Revenue, &/or In-Kind Match	-	-		-
TOTAL INCOME/REVENUE	\$ 531,281.00	\$ 265,640.00	\$ 20,301.00	\$ 285,941.00

**ATTACHMENT
BUDGET JUSTIFICATION NARRATIVE
Extension
(JANUARY 2014 – JUNE 2014)
For FAMILY PRESERVATION
CONTRACT #05-028-5**

Agency Name: City of Long Beach, Department of Health and Human Service

I. Direct Cost

A. Salaries and Employee Benefits: \$217,816.89

Salaries: \$143,300.43

Project Manager: One full-time employee working 65% of time on project.
 $\$6,967.29/\text{mo} \times 6 \text{ mo} \times 0.65 \text{ FTE} = \$ 27,172.44$

The Project Manager (0.65 FTE) provides administrative, fiscal and programmatic oversight for all aspects of the Family Preservation Program. Duties include: planning, implementation and coordination of FP services; development of policies and procedures; recruitment, trainings and evaluation of staff; coordination of Network and Community Advisory Council; oversight of program evaluation and quality assurance activities, serving as a liaison with DCFS, Probation, and the SPA 8 Collaborative; oversight of billing and fiscal compliance; and development and monitoring of subcontracts.

Clinical Director: One full-time employee working 40% of time on project.
 $\$6029.70/\text{mo} \times 6 \text{ mo} \times 0.40 \text{ FTE} = \$14,471.28$

The Clinical Director (0.40 FTE) oversees all clinical aspects of the Family Preservation Program and maintains current licensure as Licensed Clinical Social Worker. Duties include: providing clinical supervision to IN-Home Outreach Counselors, T&D/SARM staff and MSW/BSW Interns; chairing and facilitating Multidisciplinary Case Planning Conferences; developing and providing clinical in-service trainings; oversight and maintenance of program documentation and reporting systems; and developing and implementing the quality assurance plan.

Resource Coordinator:

A Resource Coordinator ($\$5,454.00/\text{mo} \times 6\text{mo} \times 0.70 \text{ FTE} = \$22,906.35$) is responsible to explore and research community resources and provide information to staff in order to streamline client referrals. In addition, the resource coordinator coordinates and maintains documentation for items

provided to clients and coordinates mandated MCPC schedules for Family Preservation program.

In-Home Outreach Counselor: 2.1 employees on the project at \$3,703.67/mo x 6 mo x 2.10 FTE = \$46,524.03 (\$44,444.04/FTE/year)

The IHOCs provide core services to Family Preservation clients including case management, counseling, child safety monitoring, and linkages to Supplementary and community services. Duties include: providing weekly in-home outreach counseling visits and case management services to assigned Alternative Response and Family Preservation cases; assessing needs and linking clients to community services; participating in MCPC meetings and contributing to the development and monitoring of a service plan; maintaining case records and reporting documentation; serving as a liaison and advocate for clients; and providing crisis intervention services as needed.

In-Home Outreach Counselor: One full-time employees on the project at \$3,740.03/mo x 6mo x 1.00 FTE = \$22,440.18

The IHOCs provide core services to Family Preservation clients including case management, counseling, child safety monitoring, and linkages to Supplementary and community services. Duties include: providing weekly in-home outreach counseling visits and case management services to assigned Alternative Response and Family Preservation cases; assessing needs and linking clients to community services; participating in MCPC meetings and contributing to the development and monitoring of a service plan; maintaining case records and reporting documentation; serving as a liaison and advocate for clients; and providing crisis intervention services as needed.

Front Office Coordinator and Program Support Associate: One full-time employee working 10% on the project. \$3597.34/mo x 6 mo x 0.10 FTE = \$2,158.40

The Billing and Program Support Associate maintains systems for fiscal/financial billing and tracking of program services. Duties include: receiving case referrals from DCFS and Probation; coordinating referrals to subcontractors and collaborative agencies; maintaining the case tracking system and service summary logs, entering data into the DCFS billing system and submitting monthly invoices; receiving, reviewing and reconciling invoices from subcontractors and preparing for payment.

Clerical Support: One full time employee working 35% of the time on the project. \$3,361.10/mo x 6 mo x 0.35 FTE = \$4978.32

The Front Office Coordinator serves as front desk receptionist and provides administrative support to Family Preservation Program staff. Duties include: greeting clients, visitors and answering telephones; coordinating client transportation requests, creating and revising forms, fliers and other documents; ordering and maintaining supplies; performing filing, photocopying and faxing, reviewing case files as part of the quality assurance plan and entering data into the USC Achieve Database.

Anger Management Facilitator: \$00.00

The Anger Management Facilitator will be in-house qualified staff to conduct group and individual anger management counseling. Duties include: conducting client intakes and assessments; facilitating anger management counseling groups for adults and teens; conducting one-on-one anger management counseling for individuals; maintaining case records and required reporting documentation; developing and disseminating promotional and informational materials; supervising interns and/or volunteers and coordinating services and other service providers

Budget Analyst:

The Budget Analyst ($\$5,519.65/\text{mo} \times 6 \text{ mo} \times 0.08 \text{ FTE} = \$2,649.43$) administers the overall financial component of the project. Duties include: compiling, organizing and reporting financial data as required by the project and internal organizational procedures; submitting Monthly Cost Reports, Cost allocation Plans, and the FP-10; tracking daily expenditures, ensuring budget compliance, and initiating cost transfers where appropriate; balancing monthly and fiscal periods; managing personnel requisitions, and monitoring technology issues.

Employee Benefits: \$74,516.46

Employee Benefits are charged by the city to each employee working on the project at a total rate 52% of salaries.

B. Facility Rent/Lease: \$0.00

The project is located in a space owned by the City of Long Beach. No rent or lease will be charged to the project.

C. Equipment and/or Other Assets Leases: \$1,500.00

Photocopy Machines

1 copier/ fax/ scanner leased and maintained @ $\$250.00/\text{mo} \times 6 \text{ mo} = \$1,500.00$

The project will utilize one leased photocopier machine and will cover \$500.00 /mo of the lease/maintenance agreement cost. Photocopier/fax/scanner will be used to duplicate case documentation forms, tracking logs, correspondence, schedules, memoranda, MCPC packets, sign-in sheets, fliers, reports and other documents. Will use fax and scanner to transmit documents to DCFS, Probation, Collaborative partners and community agencies.

D. Services and Supplies: \$27,916.00

Subcontracting Agency: Joint Efforts: \$ 00.00

Subcontracting Agency: Parents Anonymous Inc.: \$4,417/mo x 6 mo = \$26,500.00

Parents Anonymous Inc. has served as a member of the LBDHHS Community Family Preservation Network since 2001. Under this proposal, the agency will continue to provide ongoing, on-site 12-week Parenting Training/Anger Management Programs in both English and Spanish. Each class provides two hours of instruction per week with a standards-based curriculum developed in partnership with Parents Anonymous Parent Leaders. While parents are attending parenting training, their infants, children and adolescents will participate in child-focused activities through Parents Anonymous Children's Program. Parents Anonymous Inc. will also provide ongoing telephone response, referrals and support for parents and professionals seeking information about these services.

IHOC services will include In-Home Outreach counseling, Multidisciplinary Case Planning committee, Child Follow-up visits under the clinical supervision of COLB FP program.

Parents Anonymous will provide master's level profession IHOC and be reimbursed the \$945.00 base rate per case per month, and is estimated to serve a caseload of approximately 8-10 cases at a time.

Office Supplies: 70.00 (\$70/mo x 6 mo) = \$416.00

Funds will be used to purchase office supplies to effectively operate the project, including items such as printer ink cartridges, photocopier toner, copy paper, colored paper for fliers, case files, clip boards, file cabinets, folders, pens and pencils, hard drives, certificate paper, three-ring binders, ect. for the program.

Facility Maintenance: \$167/mo x 6 mo = \$1,000.00

The cost for minor repairs and other maintenance for the facility.

II. Administrative and Indirect Cost: \$18,407.11

A. Administrative Overhead: \$18,407.11

An administrative overhead and indirect cost is charged at a maximum of 10.0% of the contract amount. The requested amount is \$18,407.11 or 6.93% of the contract amount to cover the cost of overhead and other indirect cost related to program operations.