



AMENDMENT NUMBER THREE

TO

FAMILY PRESERVATION SERVICES

CONTRACT NUMBER 05-028-5

WITH

CITY OF LONG BEACH

29390

**AMENDMENT NUMBER THREE
TO FAMILY PRESERVATION PROGRAM CONTRACT NUMBER 05-028-5 WITH
CITY OF LONG BEACH**

This Amendment Number Three (hereinafter referred to as "Amendment") to Family Preservation (FP) Services Contract Number 05-028-5, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on August 16, 2005, is made and entered into by and between the County of Los Angeles, (hereinafter referred to as "COUNTY"), and City of Long Beach, (hereinafter referred to as "CONTRACTOR"), this 10 day of March 2010.

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

WHEREAS, the COUNTY has additional funding available for contractors servicing the Lakewood and West Los Angeles DCFS offices due to termination of the Gay and Lesbian Adolescent Social Services, Inc. (GLASS) contracts for FY 2009-10 and FY 2010-11;

WHEREAS, the additional funding must be reallocated to the Lakewood and West Los Angeles offices to ensure full utilization and maximize services to residents served by these offices; and

WHEREAS, the COUNTY has determined that no significant risk or liability is incurred by the COUNTY in the absence of crime insurance coverage and that crime coverage insurance is not necessary to successful performance by FP contractors; and

WHEREAS, the COUNTY has determined that property insurance coverage requirements in the Contract need updating to reflect the most recent County requirements; and

WHEREAS, Section 8.26 of the Contract requires changes; and

WHEREAS, two new County provisions are being added to bring the FP contract in compliance with the Defaulted Property Tax Reduction Program;

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the FP Contract as follows:

1. The Table of Contents is amended to add Exhibit N, Certification of Compliance with the County's Defaulted Property Tax Reduction Program.
2. Section 5.0, **CONTRACT SUM**, Subsection 5.3 is revised to read as follows:
 - 5.3 The total amount payable under this Contract is \$3,137,012, hereafter referred to as the "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 \$576,110 for FY 2009-10, and

\$576,110 for FY 2010-11, if the option to extend is exercised, hereinafter referred to as "Maximum Annual Contract Sum" to provide the required FP services in the Lakewood DCFS office boundary that the CONTRACTOR shall serve.

3. Subsection 8.26.5 Insurance Coverage Requirements, Property Coverage is deleted in its entirety and replaced to read as follows:

8. 26.5 Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

4. Section 8.0, **STANDARD TERMS AND CONDITIONS**, Subsection 8.26, **Insurance Coverage Requirements**, Subpart 8.26.6, **Crime Coverage**, is deleted in its entirety, and Subpart 8.26.6 is hereby "Intentionally left blank".

5. Section 5.60 **CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM** is being added, and read as follows:

5.60 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.

5.60.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and business that benefits financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

5.60.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will remain in compliance, with Los Angeles County Code Chapter 2.206.

6. Section 5.61 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM** is being added, and read as follows:

5.61 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 5.60 "**CONTRACTOR's WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under another provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

7. Exhibit N, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, is added and incorporated as part of the Contract.
8. Exhibit B-6, Revised Budgets for FY 2009-10 (July 1, 2009 through June 30, 2010 and 2010-11) and FY 2010-11 (July 1, 2010 through June 30, 2011), if the option to extend is exercised, is attached herewith and incorporated as a part of Exhibit B, Budget.

EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL TERMS AND CONDITIONS OF CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: City of Long Beach		
Company Address: 2525 Grand Avenue		
City: Long Beach	State: CA	Zip Code: 90815
Telephone Number:	Email Address:	
Contract Services: Family Preservation Program		

The Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

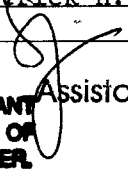
To the best of its knowledge, after a reasonable inquiry, the Contractor is not in Default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction during the term of the contract.

-OR-

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that information stated is true and correct.

Print Name: Patrick H. West	Title: City Manager
Signature: 	Date: 2/12/10

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

Assistant City Manager

APPROVED AS TO FORM

2/9, 2010
 ROBERT E. SHANNON, City Attorney

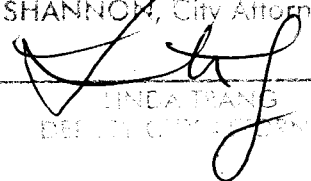
By: 
 LINDA TRANG
 DEPUTY CITY CLERK

EXHIBIT B

BUDGET REVISION (FY 10-11)

For

FAMILY PRESERVATION - Fund 11CC with GLASS Allocation (Contract #: 05-028-5)
(PROGRAM NAME)

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

ITEM	Original Allocation with Augmentation (07-01-08 - 06-30-10)	Change Request	Revised Amount
PROGRAM EXPENSES			
I. DIRECT COST:			
A. Salaries and Employee Benefits	\$ 356,961.42	\$ 106,072.94	\$ 463,034.36
B. Facility Rent/Lease	\$ -	\$ -	\$ -
C. Equipment and/or Other Assets Leases	\$ 4,200.00	\$ (68.76)	\$ 4,131.24
D. Services and Supplies	\$ 86,200.00	\$ (300.00)	\$ 85,900.00
E. Other	\$ -	\$ -	\$ -
II. ADMINSTRATIVE AND INDIRECT COST: (Max 10% of Max Annual Contract Sum)			
A. Administrative Overhead	\$ 37,430.58	\$ (14,386.18)	\$ 23,044.40
B. Other	\$ -	\$ -	\$ -
TOTAL GROSS COST OF PROGRAM	\$ 484,792.00	\$ 91,318.00	\$ 576,110.00
INCOME/REVENUE			
A. Projected County Allocation	\$ 484,792.00	\$ 91,318.00	\$ 576,110.00
B. Private Funding, Other Revenue, &/or In-Kind Math	\$ -	\$ -	\$ -
TOTAL INCOME/REVENUE	\$ 484,792.00	\$ 91,318.00	\$ 576,110.00

ATTACHMENTS (3): Budget Justification Narrative and Line Item Budget for FY 08-09

ATTACHMENT TO EXHIBIT B

LINE ITEM BUDGET (July 1, 2010 - June 30, 2011)

For

FAMILY PRESERVATION - Fund 11CC with GLASS Allocation (Contract #: 05-028-5)

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

ITEM	Original Allocation with Augmentation (07-01-09 - 06-30-010)	Change Request	Revised Amount
PROGRAM EXPENSES			
I. DIRECT COST:			
A. Salaries and Employee Benefits			
Project Manager (FTE: 0.65) \$6,898.31 x 12 x 65% =	\$ 53,806.82		\$ 53,806.82
Clinical Director (FTE: 0.40) \$5,970.00 x 12 x 40% =	28,656.00		\$ 28,656.00
Resource Coordinator (FTE: 0.70) \$5,400.00 x 12 x 70% =	45,360.00		\$ 45,360.00
In-Home Outreach Counselors (FTE: 2.00) \$3,667 x 12 x 2 =	85,481.28	2,526.72	\$ 88,008.00
In-Home Outreach Counselors (FTE: 1.50) \$3,703 x 12 x 1.50 =	-	66,654.00	\$ 66,654.00
T&D/SARM Associate (FTE: 1.00) \$3,595 x 12 x 0% =	-		\$ -
T&D/SARM Associate (FTE: 1.00) \$2,994 x 12 x 0% =	-		\$ -
T&D/SARM Associate (FTE: 0.25) \$2,994 x 12 x 0% =	-		\$ -
Billing Program Support Associate (FTE: 0.10) \$2,635 x 12 x 10% =	4,274.06		\$ 4,274.06
Front Office Coordinator (FTE: 0.30) \$3,416 x 12 x 30% =	13,378.79		\$ 13,378.79
Anger Management Facilitator (FTE: 0.10) \$3,432.33 x 12 x 10% =	4,110.80		\$ 4,118.80
Budget Analyst (FTE: 0.10) \$5,465.00 x 12 x 10% =	371.40		\$ 371.40
Total Salaries	\$ 235,447.15	\$ 69,180.72	\$ 304,627.87
Employee Benefits @ 52% =	121,514.27	36,892.22	158,406.49
Total Salaries and Employee Benefits	\$ 356,961.42	\$ 106,072.94	\$ 463,034.36
B. Facility Rent/Lease			
C. Equipment and/or Other Assets Leases			
Photocopy Machine 1 copier @ \$350.00 x 12 =	4,200.00	(68.76)	4,131.24
Computer Information Service (0 PCs networked, 0 printers) \$1,275.00 x 12 =	-		-
Total Equipment and/or Other Assets Leases	\$ 4,200.00	\$ (68.76)	\$ 4,131.24
D. Services and Supplies			
Intern Stipend \$500.00 x 0 =	\$ -		\$ -
Contractor: Community Outreach Consultant \$23/hr x 10hr/wk x 9 wks			\$ -
Subcontracting Agency: Joint Efforts \$23,000 x 2 months =	46,000.00		46,000.00
Subcontracting Agency: Parents Anonymous \$4,000 x 7 =	28,000.00		28,000.00
Subcontracting Agency: Masada Homes \$1,127.00 x 0.50 avg client/mo. x 0 =	-		-
Subcontracting Agency: Boys & Girls Club \$900 x 6 =	5,400.00		5,400.00
Contractor: Up Front Assessors \$12,800 x 2 assessors + \$10,800 x assesso	-		-
Transportation \$70.00/hr x 4hrs x 2 days x 0 weeks	-		-
Mileage 4 staff x 600 miles per month x \$0.365 per mile x 12 =	-		-
Hotel Vouchers \$50.00 x 5 nights x 1 client =	-		-
Printing \$300.00 a month x 0 months =	-		-
Utilities \$180.00 a month x 0 months =	-		-
Office Supplies \$600 a month x 2.6 months =	-		-
Telephone Usage \$1,000.00 a month x 2.5 months =	3,600.00	(1,100.00)	2,500.00
Answering Service \$100.00 a month x 0 months =	-		-
Postage \$80.00 a month for 0 months =	-		-
Security \$1,400 a month x 0 months =	-		-
Facility Maintenance \$500.00 a month for 4 months =	1,200.00	800.00	2,000.00
Discretionary Services/Items \$200.00 a month for 10 months =	2,000.00		2,000.00
Total Services and Supplies	\$ 86,200.00	\$ (300.00)	\$ 85,900.00
E. Other			
II. ADMINISTRATIVE AND INDIRECT COST: (Max. 10% OF Max. Annual Contract Sum)			
A. Administrative Overhead @ 4% (rounded)	\$ 37,430.58	\$ (14,386.18)	\$ 23,044.40
B. Other			
TOTAL GROSS COST OF PROGRAM	\$ 484,792.00	\$ 91,318.00	\$ 576,110.00
INCOME/REVENUE			
A. Projected County Allocation	\$ 484,792.00	\$ 91,318.00	\$ 576,110.00
B. Private Funding, Other Revenue, &/or In-Kind Match	-	-	-
TOTAL INCOME/REVENUE	\$ 484,792.00	\$ 91,318.00	\$ 576,110.00

**NARRATIVE FY 10-11
GLASS Reallocation for 05-028-5**

I. Direct Cost

A. Salaries and Employee Benefits: \$463,034.36

Salaries: \$304,627.87

Project Manager: \$53,806.82

A request of \$53,806.82 is made for a Project Manager at 0.65 FTE to oversee the contractual and programmatic mandates.

Clinical Director: \$28,656.00

A request of \$28,656.00 is made for a Clinical Director at 0.40 FTE to oversee all clinical aspects of the Family Preservation program and maintains the current licensure as a licensed clinical social worker.

Resource Coordinator: \$45,360.00

A request of \$45,360.00 is made for a Resource Coordinator at 0.70 FTE to explore and research community resources for Family Preservation program. In addition, they also coordinate MCPC schedules to meet contract mandates.

In-Home Outreach Counselor: \$88,008.00

A request of \$88,008.00 (\$44,004.00 per FTE) is made for an In-Home Outreach Counselor at 2.00 FTE to provide core services to Family Preservation clients, including case management, child safety monitoring, and linkages to supplementary and community services.

In-Home Outreach Counselor: \$66,654.00

A request of \$66,654.00 (\$44,436.00 per FTE) is made for an In-Home Outreach Counselor at 1.50 FTE to provide core services to Family Preservation clients, including case management, child safety monitoring, and linkages to supplementary and community services.

Billing Program Support Associate: \$4,274.06

A request of \$4,274.06 is made for a Billing Associate at 0.10 FTE to maintain systems for fiscal and financial billing and tracking of program services.

Front Office Coordinator: \$13,378.79

A request of \$13,378.79 covers the cost for a Front Office Coordinator at 0.30 FTE to serve as front desk receptionist and provide administrative support to the Family Preservation program staff and enters USC data.

Anger Management Facilitator: \$4,118.80

A request of \$4,118.80 covers the cost of an Anger Management Facilitator at 0.10 FTE to conduct individual and group anger management counseling.

Budget Analyst: \$371.40

A request of \$371.40 covers the cost of a Budget Analyst at 0.005 FTE to administer the overall financial component of the program.

Benefits: \$158,406.49

A request of \$158,406.49 is made to cover the cost of Fringe Benefits for above-mentioned staff at a rate of 52% of total salaries.

B. Facility Rent/Lease: \$0.00

C. Equipment and/or Other Assets Leases: \$4,131.24

Photocopy Machine: \$4,131.24

A request of \$4,131.24 is made to utilize one leased photocopy machine at about \$344.00 per month for 12 months.

D. Services and Supplies: \$85,900.00

Subcontracting Agency: Joint Efforts: \$46,000.00

A request of \$46,600.00 per month for 2 months, for a total of \$92,000.00 is made for Joint Efforts to provide Family Preservation base rate and supplementary services for clients in the zip codes 90704, 90731, 90732, 90744, 90745, 90746 and 90747.

Subcontracting Agency: Parents Anonymous Inc: \$28,000.00

A request of \$28,000.00 (\$4,000.00 per month for 7 months) is made for Parents Anonymous Inc. to provide ongoing onsite 12 week parenting training/anger management programs in both English and Spanish. Each class provides 2 hours of instructions per week with a standard base curriculum developed in partnership with Parents Anonymous parent leaders. While parents are attending parent training, their infants/children and adolescents will participate in child-focused activities through the Parents Anonymous children's program.

Subcontracting Agency: Boys & Girls Club: \$5,400.00

A request of \$900.00 per month for 6 months covers the cost for Boys & Girls Club to provide substitute adult roll model activities for youth ages 6 to 17, who will be enrolled at one of the four sites in Long Beach.

Telephone Usage: \$2,500.00

A request of \$1,000.00 per month for 2.5 months will cover the telephone usage cost for all Family Preservation staff. The usage includes cost of telephone switchboard, menu system, and office telephone use and voice

mailbox charges for the staff. It also includes phone and cell phone stipends for the field staff.

Facility Maintenance: \$2,000.00

A request of \$2,000.00 is made to partially cover the facility maintenance cost for the building for year. Facility maintenance includes maintenance cost to repair air conditioning/heating system, doors, bathrooms, etc.

Discretionary Services: \$2,000.00

A request of \$2,000.00 will purchase items aimed at assisting families in achieving MCPC plan goals related to child safety, permanency and well being.

II. Administrative and Indirect Cost: \$23,044.40

A. Administrative Overhead: \$23,044.40

An administrative overhead of 4.00% of total cost or \$23,044.40 is requested to cover other administrative costs.