

AMENDMENT NUMBER FOUR

TO

FAMILY PRESERVATION SERVICES

CONTRACT NUMBER 04-025-14

WITH

CITY OF LONG BEACH

29388

**AMENDMENT NUMBER FOUR
TO FAMILY PRESERVATION PROGRAM CONTRACT NUMBER 04-025-14 WITH
CITY OF LONG BEACH**

This Amendment Number Four (hereinafter referred to as "Amendment") to Family Preservation (FP) Services Contract Number 04-025-14, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on July 26, 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 \$4,202,208, hereafter referred to as the "Maximum Contract Sum." The maximum amount payable under this Contract for each of the Contract years shall not exceed \$595,315 for FY 2005-06, and \$649,435 for FY 2006-07, and \$611,592 for FY 2007-08, and \$669,609 for FY 2008-09, and \$927,965 for FY 2009-10, and

\$748,292 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.

**AMENDMENT NUMBER FOUR
TO FAMILY PRESERVATION PROGRAM CONTRACT NUMBER 04-025-14 WITH
CITY OF LONG BEACH**

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

COUNTY OF LOS ANGELES

By *Patricia S. Ploehn*
Patricia S. Ploehn, LCSW, Director,
Department of Children and Family Services

City of Long Beach

CONTRACTOR
By *[Signature]* Assistant City Manager
Name Patrick H. West EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
Title City Manager
By _____
Name _____
Title _____
Tax Identification Number [REDACTED]

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
ROBERT E. KALUNIAN,
ACTING COUNTY COUNSEL

BY Signature on File
Kathy Bramwell
Principal Deputy County Counsel

APPROVED AS TO FORM
2/9, 2010
ROBERT E. SHANNON City Attorney
By *[Signature]*
LINDA TRANG
CITY ATTORNEY

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

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

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**

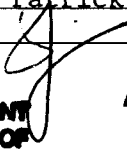
To the best of its knowledge, after a reasonable inquiry, the Contractor is not in Default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: <u>Patrick H. West</u>	Title: <u>City Manager</u>
Signature: 	Date: <u>2-17-10</u>

Assistant City Manager

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

APPROVED AS TO FORM

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

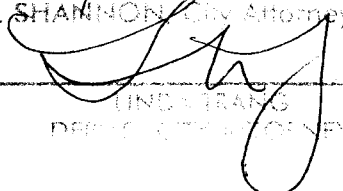
By 
LINDA TRANK
DEPUTY CITY ATTORNEY

EXHIBIT B

BUDGET REVISION (FY 09-10)

For

FAMILY PRESERVATION - Fund 10AA with GLASS Allocation (Contract #: 04-025-14)
 (PROGRAM NAME)

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

ITEM	Original Allocation with Augmentation (07-01-09 - 06-30-10)	Change Request	Revised Amount
PROGRAM EXPENSES			
I. DIRECT COST:			
A. Salaries and Employee Benefits	\$ 427,235.87	\$ 124,348.89	\$ 551,584.76
B. Facility Rent/Lease	\$ -	\$ -	\$ -
C. Equipment and/or Other Assets Leases	\$ 21,300.00	\$ -	\$ 21,300.00
D. Services and Supplies	\$ 265,126.16	\$ 43,555.83	\$ 308,681.99
E. Other	\$ -	\$ -	\$ -
II. ADMINISTRATIVE AND INDIRECT COST: (Max 10% of Max Annual Contract Sum)			
A. Administrative Overhead	\$ 59,757.97	\$ (13,359.72)	\$ 46,398.25
B. Other	\$ -	\$ -	\$ -
TOTAL GROSS COST OF PROGRAM	\$ 773,420.00	\$ 154,545.00	\$ 927,965.00
INCOME/REVENUE			
A. Projected County Allocation	\$ 773,420.00	\$ 154,545.00	\$ 927,965.00
B. Private Funding, Other Revenue, &/or In-Kind Math	\$ -	\$ -	\$ -
TOTAL INCOME/REVENUE	\$ 773,420.00	\$ 154,545.00	\$ 927,965.00

ATTACHMENTS (3): Budget Justification Narrative and Line Item Budget for FY 09-10

ATTACHMENT TO EXHIBIT B
LINE ITEM BUDGET (July 1, 2009 - June 30, 2010)
For

FAMILY PRESERVATION - Fund 10AA with GLASS Allocation (Contract #: 04-025-14)

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: 0.20) \$6,898.31 x 12 x 20% =	\$ 16,555.94		\$ 16,555.94
Clinical Director (FTE: 0.50) \$5,970.00 x 12 x 50% =	32,238.00	3,582.00	\$ 35,820.00
Resource Coordinator (FTE: 0.00) \$5,400.00 x 12 x 0% =	-		\$ -
In-Home Outreach Counselors (FTE: 3.50) \$3,667 x 12 x 3.5 =	85,481.28	68,532.72	\$ 154,014.00
In-Home Outreach Counselors (FTE: 0.50) \$3,703 x 12 x .50 =	24,439.80	(2,221.80)	\$ 22,218.00
T&D/SARM Associate (FTE: 1.00) \$3,595 x 12 x 1 =	42,327.48	812.52	\$ 43,140.00
T&D/SARM Associate (FTE: 1.00) \$2,994 x 12 x 1 =	33,528.00	2,400.00	\$ 35,928.00
T&D/SARM Associate (FTE: 0.25) \$2,994 x 12 x 0% =	-		\$ -
Billing Program Support Associate (FTE: 0.80) \$2,635 x 12 x 60% =	25,644.38		\$ 25,644.38
Front Office Coordinator (FTE: 0.35) \$3,416 x 12 x 35% =	15,608.59		\$ 15,608.59
Anger Management Facilitator (FTE: 0.10) \$3,432.33 x 12 x 10% =	4,118.80		\$ 4,118.80
Budget Analyst (FTE: 0.12) \$5,465.00 x 12 x 15% =	1,857.00	7,980.00	\$ 9,837.00
Total Salaries	\$ 281,799.27	\$ 81,085.44	\$ 362,884.71
Employee Benefits @ 52.00% =	145,436.60	43,263.45	188,700.05
Total Salaries and Employee Benefits	\$ 427,235.87	\$ 124,348.89	\$ 551,584.76
B. Facility Rent/Lease	-	-	-
C. Equipment and/or Other Assets Leases			
Photocopy Machine 1 copier @ \$250.00 x 12 =	3,000.00		3,000.00
Computer Information Service (8 PCs networked, 3 printers) \$1,275.00 x 12 =	18,300.00		18,300.00
Total Equipment and/or Other Assets Leases	\$ 21,300.00	\$ -	\$ 21,300.00
D. Services and Supplies			
Intern Stipend \$500.00 x 5 =	\$ 2,500.00		\$ 2,500.00
Contractor: Community Outreach Consultant \$23/hr x 20hr/wk x 20 wks		\$ 9,200.00	\$ 9,200.00
Subcontracting Agency: Joint Efforts \$23,000 x 6 months =	138,000.00		138,000.00
Subcontracting Agency: Parents Anonymous \$4,000 x 2 =	8,000.00		8,000.00
Subcontracting Agency: Masada Homes \$1,127.00 x 0.50 avg client/mo. x 0 =	-		-
Subcontracting Agency: Boys & Girls Club \$900 x 3 =	2,700.00		2,700.00
Contractor: Up Front Assessors \$15,500 x 2 assessors + \$10,800 x 2 assess	47,200.00	5,400.00	52,600.00
Transportation \$70.00/hr x 4hrs x 2 days x 26 weeks x 2 vans PLUS \$800 month for Taxi Vouchers x 6 months	14,560.00	18,160.00	32,720.00
Mileage 5 staff x 400 miles per month x \$0.65 per mile x 12 =	10,512.00	5,088.00	15,600.00
Hotel Vouchers \$50.00 x 5 nights x 1 client =	250.00		250.00
Printing \$300.00 a month x 12 months =	3,600.00		3,600.00
Utilities \$180.00 a month x 12 months =	2,160.00		2,160.00
Office Supplies \$830 a month x 12 months =	5,884.16	4,075.84	9,960.00
Telephone Usage \$1,000.00 a month x 12 months =	10,800.00	1,200.00	12,000.00
Answering Service \$100.00 a month x 12 months =	1,200.00		1,200.00
Postage \$116.00 a month for 12 months =	960.00	431.99	1,391.99
Security \$1,400 a month x 12 months =	16,800.00		16,800.00
Facility Maintenance \$400.00 a month for 0 months =	-		-
Discretionary Services/Items \$200.00 a month for 0 months =	-		-
Total Services and Supplies	\$ 265,126.16	\$ 43,555.83	\$ 308,681.99
E. Other	\$ -	\$ -	\$ -
II. ADMINISTRATIVE AND INDIRECT COST: (Max. 10% OF Max. Annual Contract Sum)			
A. Administrative Overhead @ 5% (rounded)	\$ 59,757.97	\$ (13,359.72)	\$ 46,398.25
B. Other	-	-	-
TOTAL GROSS COST OF PROGRAM	\$ 773,420.00	\$ 154,545.00	\$ 927,965.00
INCOME/REVENUE			
A. Projected County Allocation	\$ 773,420.00	\$ 154,545.00	\$ 927,965.00
B. Private Funding, Other Revenue, &/or In-Kind Match	-	-	-
TOTAL INCOME/REVENUE	\$ 773,420.00	\$ 154,545.00	\$ 927,965.00

**NARRATIVE FY 09-10
GLASS Reallocation for 04-025-14**

I. Direct Cost

A. Salaries and Employee Benefits: \$551,584.76

Salaries: \$352,884.71

Project Manager: \$16,555.94

A request of \$16,555.94 is made for a Project Manager at 0.20 FTE to oversee the contractual and programmatic mandates.

Clinical Director: \$35,820.00

A request of \$35,820.00 is made for a Clinical Director at 0.50 FTE to oversee all clinical aspects of the Family Preservation program and maintains the current licensure as a licensed clinical social worker.

In-Home Outreach Counselor: \$154,014.00

A request of \$154,014 (\$44,004.00 per FTE) is made for an In-Home Outreach Counselor at 3.50 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: \$22,218.00

A request of \$22,218.00 is made for an In-Home Outreach Counselor at 0.50 FTE to provide core services to Family Preservation clients, including case management, child safety monitoring, and linkages to supplementary and community services.

T&D/SARM Associate: \$43,140.00

A request of \$43,140.00 is made for a full time Health Educator as a T&D/SARM Associate for the program to provide supplemental services to Family Preservation clients as determined by the case plan.

T&D/SARM Associate: \$35,928.00

A request of \$35,928.00 is made for a full time Health Educator as a T&D/SARM Associate for the program to provide supplemental services to Family Preservation clients as determined by the case plan.

Billing Program Support Associate: \$25,644.38

A request of \$25,644.38 is made for a Billing Associate at 0.60 FTE to maintain systems for fiscal and financial billing and tracking of program services.

Front Office Coordinator: \$15,608.59

A request of \$15,608.59 covers the cost for a Front Office Coordinator at 0.35 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: \$9,837.00

A request of \$9,837.00 covers the cost of a Budget Analyst at 0.15 FTE to administer the overall financial component of the program.

Benefits: \$188,700.05

A request of \$188,700.05 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: \$21,300.00

Photocopy Machine: \$3,000.00

A request of \$3,000.00 is made to utilize one leased photocopy machine at \$250.00 per month for 12 months.

Computer Information Services: \$18,300.00

A request of \$18,300.00 is made for computer network connection cost for 6 computers and 3 printers for 12 months at \$1,525 per month.

D. Services and Supplies: \$308,681.99

Intern Stipend: \$2,500.00

The request for \$2,500.00 covers the cost for one Intern at \$500 per month for 5 months.

Contractor: Community Outreach Consultant: \$9,200.00

A request of \$9,200.00 covers the cost for one Community Outreach Consultant at \$23.00 per hour for 20 hours a week for 20 weeks to provide case management and supplemental services backup to the Family Preservation program staff.

Subcontracting Agency: Joint Efforts: \$138,000.00

A request of \$23,600.00 per month for 6 months, for a total of \$138,000.00 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: \$8,000.00

A request of \$8,000.00 (\$4,000.00 per month for 2 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: \$2,700.00

A request of \$900.00 per month for 3 months covers the cost for Boys & Girls Club to provide substitute adult role model activities for youth ages 6 to 17, who will be enrolled at one of the four sites in Long Beach.

Up Front Assessors: \$52,600.00

A request of \$15,500.00 for each NEW contracting Up Front Assessors PLUS a request of \$10,800.00 for each existing contracting Up Front Assessors will cover the cost of the assessors for the Family Preservation Up Front Assessment program. We are expecting to receive approximately 10 referrals/month. Each referral will take 3 hours per adult so we are expecting that if a couple comes in it will take 6 hours total for assessment per referral. The assessors will go through 40 hours of training before beginning and will be required to be available for meetings (3 hrs/month) and providing client updates to supervisors (3 hrs/month). We will have two new and two existing Assessors. The total cost of the existing assessor is \$4,700.00 less since they've already attended the 40 hours of required training in FY 08-09 and they have already attended the supervisory training in FY 08-09 as well.

Transportation: \$32,720.00

The request for \$32,720.00 will cover the cost of two vans at \$70.00/hour for 4 hr/day for 2 days each week for 26 weeks PLUS \$600.00 per month for Taxi Vouchers for 6 months. The transportation vans and vouchers will help clients attend mandatory Family Preservation meetings, assist with transportation to access community services and keep medical appointments.

Mileage: \$15,600.00

The cost allocated for mileage will provide reimbursement to five Family Preservation staff at \$0.65 per mile for 400 miles/month/staff for 12 months to travel to and from client residence to provide them Family Preservation services, travel to community based organizations and other project meetings/activities.

Hotel Vouchers: \$250.00

Hotel vouchers will be provided to one eligible Family Preservation client for \$50.00/night for 5 nights for short-term emergency shelter.

Printing: \$3,600.00

The request of \$3,600.00 for 12 months will cover any printing cost for Family Preservation program for brochures, staff business cards, letterheads, fliers and other necessary program documents.

Utilities: \$2,160.00

The request of \$2,160.00 will partially cover the facility utilities cost such as electricity, gas, water and refuse.

Office Supplies: \$9,960.00

A request of \$9,960.00 is made to purchase office supplies for the program. We will need to purchase file folders, clip boards, file cabinets, charts, etc. for the program.

Telephone Usage: \$12,000.00

A request of \$1,000.00 per month for 12 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.

Answering Service: \$1,200.00

A request of \$100.00 per month for 12 months will cover the cost of after-hours answering services for the program for emergency calls received on evenings, weekends or holidays.

Postage: \$1,391.99

The cost of \$1,391.99 for the year will cover all postage cost for the program for mailing correspondence, invoices, meeting announcements, program fliers and other information to clients, DCFS, Probation office, subcontractors, collaborative partners, community agencies, etc.

Security: \$16,800.00

The request of \$16,800.00 will cover the cost of security officer on site.

II. Administrative and Indirect Cost: \$46,398.25

A. Administrative Overhead: \$46,398.25

An administrative overhead of 5.00% of total cost or \$46,395.25 is requested to cover other administrative costs.