RATIFICATION OF AMENDMENT NO. 1 TO EXTEND AND AMEND AGREEMENT FOR HOMELESS SOCIAL WORKER/CASE MANAGEMENT SERVICES INTERFAITH COMMUNITY SERVICES, INC.

, «1-
This Ratification of Amendment No. 1 is entered into as of the day of
, 2019, but effective as of the 1st day of July, 2019, extending
and amending the agreement dated June 1, 2018 (the "Agreement") by and between the City of
Carlsbad, a municipal corporation, ("City"), and INTERFAITH COMMUNITY SERVICES, INC.,
("Contractor") (collectively, the "Parties") for homeless social worker/case management field
outreach services in partnership with the Homeless Outreach Team within the Carlsbad Police
Department.

RECITALS

- A. The Agreement expired on June 30, 2019 and Contractor continued to work on the services specified therein without the benefit of an agreement; and
- B. The Parties desire to extend the Agreement for a period of one year starting from July 1, 2019; and
- C. The Parties desire to alter the scope of the work of the Agreement and have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated in by this reference as Exhibit "A", Scope of Services and Fee.
- NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:
 - 1. The retroactive extension and amendment of the Agreement is ratified.
- 2. That the Agreement, as may have been amended from time to time, is hereby extended for a period of one year ending on June 30, 2020 on a time and materials basis not-to-exceed two hundred forty-four thousand, nine hundred and forty-four dollars (\$244,944). Contractor will submit a budget for initial approval by Assistant Police Chief and provide City, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.
- 3. Contractor will complete all work described in Exhibit "A" by no later than June 30, 2020, and on a monthly basis starting on July 1, 2019.
- 4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.
- 5. All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.
- 6. The name of the persons who are authorized to give written notice or to receive written notice on behalf of the City under the Agreement shall be revised to identify the following

 $\label{lem:city_contractor} \text{City representative. There shall be no change in the authorized person for the Contractor.}$

For City

Name:

Title:

Department: Police 2501 Orion Way Address: Carlsbad, Ca. 92008 Phone No: (760) 931-2260 mickey.williams@carlsbadca.gov Email: /// /// /// /// /// /// /// /// /// /// /// /// /// /// /// /// /// ///

Mickey Williams Assistant Police Chief

The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

CONTRACTOR	CITY OF CARLSBAD, a municipal corporation of the State of California
By:	Ву:
(sign here)	City Manager or Chief Operations Officer
Gra Anglea, CEO (print name/title)	
	ATTEST:
By: land Ste	Hich Wallen w
(sign here)	BARBARA ENGLESON
Joseph Stemmler, CFO	City Clerk
(print name/title)	

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

> Group B Group A Secretary, Chairman. President, or Assistant Secretary, CFO or Assistant Treasurer Vice-President

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY:

Assistant City Attorney

Departy

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

Contractor shall provide the following Scope of Services:

- A. Provide two, full-time State of California licensed social workers, one of which must possess bilingual (English, Spanish) language skills, or comparable clinicians or marriage and family therapists as approved by the City (Police Department), to work directly with the Police Department's Homeless Outreach Team both within the field and at the Police Headquarters, Carlsbad Safety Center, as directed by the Assistant Police Chief and/or other Police Department designee.
- B. Ensure each social worker or comparable case worker is available to work within the city limits of Carlsbad with the city's Homeless Outreach team for a minimum of 40 hours per week on a schedule to be approved by the Assistant Police Chief. (All holidays observed by the city may be excluded, if desired by Contractor and agreed upon by City).
- C. As directed by the City, provide homeless client case managed services at designated community sites or city facilities with a member of the police department's Homeless Outreach Team, and travel to city sites where these services are needed.
- D. Abide by the strategies set forth in the City of Carlsbad's Homeless Response Plan as approved by the City Council, which takes an individualized client, community focused and collaborative approach to addressing the needs of the homeless residents within the City of Carlsbad.
- E. Link homeless clients to housing, medical, mental health, addiction and recovery services, food, clothing, transportation, employment, Social Security/Social Security Disability, financial services and other needed services based on the client's individualized plan. Assist homeless clients to enroll in mainstream benefits and obtain identification (e.g., California Driver's License, California Identification Card and/or Social Security Card).
- F. Assist the homeless clients to identify housing options.
- G. Maintain regular communication, both written and verbal, with the Assistant Police Chief and/or designee. Attend regularly scheduled case management meetings to review social worker caseload or other client issues or concerns, as requested or required by Assistant Police Chief and/or designee.
- H. Complete accurate and thorough documentation in a timely manner. Maintain data on each program participant and program milestones, and provide required reports prepared in a format to the satisfaction of the Assistant Police Chief along with the monthly invoice for payment to the Assistant Police Chief and/or designee.
- Identify gaps in homeless services and assistance needs in Carlsbad and develop recommendations for program improvements in support of the Homeless Response Plan and specifically the Police Department's Homeless Outreach Team.
- J. Furnish all general office equipment, services, supplies, printing costs and postage associated with normal office, administrative support and service operations related to case management duties. Submit budget and payment schedule to Assistant Police Chief for approval prior to initiation of work.

Interfaith Community Services FY 2020 Budget

	139 - Carlsbad Case Mgmt	Y 2020 Budg
		Total
	REVENUES	
	GRANTS & CONTRACTS	
4131	City of Carlsbad - Case Management	244,944
	Total GRANTS & CONTRACTS	244,944
	CONTRIBUTIONS	
4210	Individuals	0
4215	Corporations	0
4225	Faith Centers	0
4235	United Way	0
4240	Foundations	0
4250	Donated Securities	0
4995	Noncash Vehicle Donations	0
	Total CONTRIBUTIONS	0
4600	RENT INCOME	ing the shires in the O
	OTHER REVENUES	
4818	Interest Income - Other	0
4817	Interest/Dividends - RSFF	0
4820	Interest/Dividends - JCF	0
4830	Miscellaneous Income	0
	Total OTHER REVENUES	0
	Total REVENUES	244,944

	139 - Carlsbad Case Mgmt	Y 2020 Budge
		Total
	EXPENSES	
	PERSONNEL & RELATED	
5010	Salaries & Wages	158,412
5013	Vacation Accrual	9,612
5015	401k Expense	3,060
5020	Medical & Dental Insurance	17,706
5040	Payroll Taxes	13,664
5045	Workers Compensation	5,196
5050	Temporary Help	0
N. C.	Total PERSONNEL & RELATED	207,650
	PROGRAM SERVICES	
5110	Subcontract Expenses	0
5115	Motel Vouchers	0
5120	Rental Assistance	0
5125	Utilities Assistance	0
5130	Prescriptions/Testing Supplies	0
5135	Childcare	0
5140	Other Supportive Services	1,080
5150	Bus Passes	1,080
5155	Other Client Transportation	0
5160	Employment Training/Education	0
5165	Training/Education Supplies	0
5170	Employment Equipment/Clothing	0
5180	Other Employment Expenses	0
5190	Food/Pantry Supplies	0
5191	Vehicle Expenses	0
1	Total PROGRAM SERVICES	2,160

	OCCUPANCY EXPENSES	
5210	Rent	
5215	Storage Rental	
5220	Purchase of Furniture/Equipment	
5230	Repairs & Maintenance - Building	
5235	Repairs & Maintenance - Other	
5240	Landscaping	
5245	Equipment Rental	
5250	Cleaning Supplies	
5255	Janitorial Expense	
5260	Gas & Electric Expense	
5261	Water Expense	
5265	Other Utilities	
0200	Total OCCUPANCY EXPENSES	7. 0.50
	PROFESSIONAL FEES	
5310	Accounting & Auditing Fee	
5315	Payroll Service Charges	
5320	Legal Fees	
5330	Other Consulting Fees	
5340	Corporate Technologies	8
5350	Other Technology Consulting	
	Total PROFESSIONAL FEES	8
	INSURANCE EXPENSE	
5410	Property & Liability Insurance	6
5415	Cyber Liability Insurance	
5420	Auto Insurance	
5430	Directors & Officers Insurance	
	Total BUSINESS INSURANCE	6
5500	INTEREST EXPENSE	
5800	DEPRECIATION	
	OTHER EXPENSES	
5910	Postage & Shipping	
5915	Bank Charges	
5916	Finance Charges	
5917	Credit Card Processing Charges	
5918	Investment Expenses	
5920	Office Supplies Expense	1,4
5921	Other Office Expense	2
5922	Employment Advertising	3
	Employment Expense	7
5923		
5923 5925	Dues & Subscription	
5923 5925 5930	Computer Hardware Expense	
5923 5925 5930 5931	Computer Hardware Expense Computer Software Expense	1,2
5923 5925 5930 5931 5932	Computer Hardware Expense Computer Software Expense Copier Expense	1,2
5923 5925 5930 5931 5932 5935	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn	1,2
5923 5925 5930 5931 5932 5935 5936	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn	1,2
5923 5925 5930 5931 5932 5935 5936 5937	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn	
5923 5925 5930 5931 5932 5935 5936 5937 5940	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement	
5923 5925 5930 5931 5932 5935 5936 5937 5940 5941	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement Travel Expense	3,6
5923 5925 5930 5931 5932 5935 5936 5937 5940	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement	3,6
5923 5925 5930 5931 5932 5935 5936 5937 5940 5941	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement Travel Expense	3,6
5923 5925 5930 5931 5932 5935 5936 5937 5940 5941 5950	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement Travel Expense Seminars, Trainings & Retreat	3,6
5923 5925 5930 5931 5932 5935 5936 5937 5940 5941 5950 5955	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement Travel Expense Seminars, Trainings & Retreat Advertising & Promotion	3,6 1,5
5923 5925 5930 5931 5932 5935 5936 5937 5940 5941 5950 5955 5960	Computer Hardware Expense Computer Software Expense Copier Expense Rent - Office Equip/Furn Purchase of Office Equip/Furn Repairs & Maint - Office Equip/Furn Mileage Reimbursement Travel Expense Seminars, Trainings & Retreat Advertising & Promotion Telephone Other	1,2 3,6 1,5 2,4

	NET GAIN / (LOSS)	22,268
	Total OTHER EXPENSES Total EXPENSES	11,426 222,676
5996	Anniversary Gala Expenses	0
5995	Special Event Expense	0
5985	Printing & Publications	0
5980	Wellness/Score Health	0

INDIRECT EXPENSES @10%	22,268
ACTUAL NET GAIN / (LOSS)	0
ACTUAL NET GAIN / (LOSS)	



RESOLUTION OF THE BOARD OF DIRECTORS

OF

INTERFAITH COMMUNITY SERVICES, INC.

Authorized Signatory for Contracts & Financial Instruments

The Board of Directors of Interfaith Community Services Inc., at the monthly Board of Directors meeting held on November 28, 2018, hereby resolves to authorize Greg Anglea, Chief Executive Officer to sign grant and contract proposals, execute contracts, amendments to contracts, adjustment requests, sign checks and manage financial accounts on behalf of Interfaith Community Services Inc. Signed copies of any resolutions shall be included in the next regularly scheduled board package.

Rev. Margaret Decker

Chair, Board of Directors

Mitchell Dubick

Secretary, Board of Directors

Greg Anglea

Chief Executive Officer

Date

Data

Date



CERTIFICATE OF LIABILITY INSURANCE

INIEK-0 UP ID: WI

DATE (MM/DD/YYYY)

07/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT House Account						
North Cou P. O. Box	nty Insurance	PHONE (A/C, No. Ext): 760-745-9511	FAX (A/C, No): 760-745-9157					
Escondido, CA 92033-0907 House Account		E-MAIL ADDRESS:						
		INSURER(S) AFFORDING COVERAGE						
		INSURER A: Philadelphia Indemnity Ins. Co	18058					
INSURED	Interfaith Community Services,	INSURER B : Beazley Insurance						
	Inc.	INSURER C:						
	550 W. Washington Ave. STE B Escondido, CA 92025-1629	INSURER D:						
	20001141140, 07102020 1020	INSURER E :						
		INSURER F:						
COVERA	GES CERTIFICATE NUMBER:	REVISION NUM	BER:					

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY	11100	1112			1	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X		PHPK1855769	08/01/2018	08/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
Α	X	Sexual Misconduct			PHPK1855769	08/01/2018	08/01/2019	MED EXP (Any one person)	\$	10,000
Α		Each Occ			PHPK1855769	08/01/2018	08/01/2019	PERSONAL & ADV INJURY	\$	1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α		ANY AUTO			PHPK1855769	08/01/2018	08/01/2019	BODILY INJURY (Per person)	\$	
	Х	ALLOWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
	Χ	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
		76195						X	\$	<u> </u>
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	10,000,000
Α		EXCESS LIAB CLAIMS-MADE			PHUB640154	08/01/2018	08/01/2019	AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 10,000	1						\$	
		KERSCOMPENSATION						PER OTH- STATUTE ER		
	ANY	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	
		CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	
	if yes	, describe under CRIPTION OF OPERATIONS below	i					E.L. DISEASE - POLICY LIMIT	\$	
Α		fessional			PHPK1855769	08/01/2018	08/01/2019	Occ/Agg		1M/3N
В	Cyb	er			W22FE0180101	08/01/2018	08/01/2019	Occ/Agg		2M/2N
	,									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITYOFC City of Carlsbad City Hall Housing and Neighborhood Svc	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1200 Carlsbad Village Drive Carlsbad, CA 92008	AUTHORIZED REPRESENTATIVE TO Almon Thomas

POLICY NUMBER: PHPK1855769

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Carlsbad
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE

ACORD

DATE (MM/DD/YYYY) 07/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

_t	is certificate does not confer rights	o the								
PRODUCER 619-937-0164 Rancho Mesa Insurance Services 250 Riverview Parkway #401					CONTACT Sam Brown					
					PHONE (A/C, No, Ext): 619-937-0164 FAX (A/C, No): 619-937-0168					37-0168
	Santee, CA 92071					SS:				
						IN:	SURER(S) AFFO	RDING COVERAGE		NAIC#
			INSURE	Zonith	Insurance (13269		
INS	RED Interfaith Community Services		INSURE	RB:				``		
	550 W. Washington Escondido, CA 92025		INSURE							
	Escolidido, CA 92023				INSURE					
					INSURE		· · · · · ·			
l					INSURE					
	VERAGES CER	TIE	CATI	E NUMBER: 1	iivoorta			REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO	THE INSURE		THE PC	LICY PERIOD
IN C	IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUII PER	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE	OR OTHER	DOCUMENT WITH RESP D HEREIN IS SUBJECT	ECT TO	WHICH THIS
INSR LTR			SUBF			POLICY EFF (MM/DD/YYYY)	POLICY EXP		IITS	
	COMMERCIAL GENERAL LIABILITY	Tital				THE STATE OF THE S	(MANUSE)	EACH OCCURRENCE	\$	
l	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
l								MED EXP (Any one person)	s	
								PERSONAL & ADV INJURY	\$	
	CENTI ACCRECATE LIMIT ADDITES DED								s	
1	POLICY PRO- JECT LOC							GENERAL AGGREGATE	J	
l								PRODUCTS - COMP/OP AGO	1	
┝┈	OTHER: AUTOMOBILE LIABILITY	+-	+					COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per person)		
İ	HIRED NON-OWNED	1						BODILY INJURY (Per accident PROPERTY DAMAGE		-
	HIRED AUTOS ONLY AUTOS ONLY		1					(Per accident)	\$	
\vdash	1 1 2 2 2 2	\vdash	\vdash						- \$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	\$	
		-				'		AGGREGATE	\$	
A	DED RETENTION \$		-	 				Y PER OTH-	\$	
^	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z135124502		07/01/2010	07/01/2020	X PER OTH-		1 000 000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		2133124302		07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE	:E \$	-,,
_	DESCRIPTION OF OPERATIONS below	 	₩-					E.L. DISEASE - POLICY LIMIT	Г \$	1,000,000
		1			;		ĺ			
			1							
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC 5731 PALMER WAY, STE. A, CA				le, may b	e attached if mon	e space is requir	ed)		
CE	RTIFICATE HOLDER			<u> </u>	CANC	ELLATION	- .			
	CITY OF CARLSBAD CIT HOUSING AND NEIGHBO 1200 CARLSBAD VILLAO CARLSBAD, CA 92008	ORH	OOD		ACC	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.		
	J 1205/15, 0/1 02000				Show On					

AGREEMENT FOR HOMELESS CASE MANAGEMENT SERVICES INTERFAITH COMMUNITY SERVICES, INC.

THIS AGREEMENT is	made_and entered	into as of th	= 15+	day of
JUNE	, 20 <u>) 8</u> , by and betw	een the CITY	OF CARLSBAD,	a municipal
corporation, ("City"), and INTER	REAITH COMMUNITY	' SERVICES, I	NC., a non-profit	corporation,
("Contractor").				

RECITALS

- A. City requires the professional services of an organization that is experienced in providing licensed social workers to provide case management services for homeless residents within the City of Carlsbad.
- B. Contractor has the necessary experience and capacity to provide for the licensed social workers to provide for professional services and advice related to case management services for homeless residents within the City of Carlsbad.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform said work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. <u>TERM</u>

The term of this Agreement will be effective until June 30, 2019. The City Manager may amend the Agreement to extend it for one (1) additional one (1) year period or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be two hundred forty-four thousand nine hundred forty-four dollars (\$244,944). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed two hundred forty-four thousand nine hundred forty-four dollars (\$244,944) per Agreement year. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

City Attorney Approved Version 9/27/17

May 22, 2018 Item #9 Page 7 of 18

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance

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carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

- 10.1.1 <u>Commercial General Liability Insurance.</u> \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.
- 10.1.2 <u>Automobile Liability.</u> (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.
- 10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.
- 10.1.4 <u>Professional Liability.</u> Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.
- 10.2 <u>Additional Provisions.</u> Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
- 10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.
- 10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.
- 10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.
- 10.3 <u>Providing Certificates of Insurance and Endorsements.</u> Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.
- 10.4 <u>Failure to Maintain Coverage.</u> If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or

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maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 <u>Submission of Insurance Policies.</u> City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City		For Cont	<u>ractor</u>
Name _	Marie Jones-Kirk	Name	Megan Hawker
Title _	Program Manager	Title	Director of Clinical Services
Departme	ent Housing & Neighborhood Services	Address	550 West Washington Avenue
			Escondido, CA 92025
Address	1200 Carlsbad Village Drive	Phone N	o. <u>760-489-6380</u>
	Carlsbad, CA	Email	mhawker@interfaithservices.org
Phone No	o. <u>760-434-2807</u>		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

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CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes No X

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable

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under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. <u>AUTHORITY</u>

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

INTERFAITH COMMUNITY SERVICES, INC., a non-profit corporation	CITY OF CARLSBAD, a municipal corporation of the State of California
By:	ву:
(sign here)	Kevin Crawford, City Manager or
Grey Anglas CEO (print name/title)	Scott Chad Chief Operations Officer
,	ATTEST:
By:	/ Charles
(sign here)	BARBARA ENGLESON
	City Clerk
(print name/title)	

If required by City, proper notarial acknowledgment of execution by contractor must be attached. <u>If a corporation</u>, Agreement must be signed by one corporate officer from each of the following two groups.

Group A
Chairman,
President, or
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation <u>must</u> attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

Assistant City Attorney

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of	Here insert Name and Title of the Officer Name(s) of Signer(s)
subscribed to the within instrument and acknow	v evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
IRMGARD M. RYAN COMM. # 2212253 UNTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY MY COMM, EXP. SEP. 26, 2021	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 Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or is form to an unintended document.
	Mauagemen Document Date: 5-09-2018 an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
©2014 National Notary Association • www.NationalNot	

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26.	AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

INTERFAITH COMMUNITY SERVICES, INC., a non-profit corporation	CITY OF CARLSBAD, a municipal corporation of the State of California
Ву:	Ву:
(sign here)	Matt Hall, Mayor
(print name/title)	
	ATTEST:
By Sept Ster	
(sign here)	BARBARA ENGLESON
Joseph Stemmler, Cto (print name/title)	City Clerk
If required by City, proper notarial acknowledgmen If a corporation, Agreement must be signed by on two groups.	
Group A	Group B
Chairman, President, or	Secretary, Assistant Secretary,
Vice-President	CFO or Assistant Treasurer
Otherwise, the corporation <u>must</u> attach a resol secretary under corporate seal empowering the off	
APPROVED AS TO FORM:	
CELIA A. BREWER, City Attorney	
BY:	
Assistant City Attorney	

State of California County of San Diego On this Or day of May, 2019, before me, Valerie M. Brown, Notary, personally appeared, Joseph Stemmler, Chief Financial Officer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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. VALERIE M. BROWN Commission No. 2082087 RIVERSIDE COUNTY RIVERSIDE COUNTY OF MATREY PUBLIC - CALIFORNIA R

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EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall:

- A. Provide two State of California licensed social workers, one of which must possess bilingual (English, Spanish) language skills with minimum qualifications for both social workers to include; a bachelor's degree in Social Work, Psychology or other behavioral health disciplines; master's degree in Social Work, an active State of California license in social worker and five (5) years' experience providing case management services.
- B. Ensure placement for each social worker within the city limits of Carlsbad Monday through Friday from 7 a.m. until 5 p.m., with occasional nights and weekends. (All holidays observed by the city may be excluded, if desired by Contractor).
- C. Provide social worker case managed services at designated city facilities or community sites or with a member of the Homeless Response Team, and travel to city sites where these services are needed
- D. Abide by the strategies set forth in the City of Carlsbad's Homeless Response Plan and approved by the City Council, which takes a community focused and collaborative approach to addressing the needs of the homeless residents within the City of Carlsbad.
- E. Complete a comprehensive case management assessment for each homeless client by developing a detailed case plan that includes identifying barriers to housing. Review and update each plan to monitor progress towards goals as client's needs change. The City of Carlsbad requires the entry of client level data through the Homeless Management Information System (HMIS), ServicePoint as well Interfaith Community Services' additional client assessment and tracking tools.
- F. Link homeless clients to housing; medical, mental health, addiction and recovery services; food, clothing, transportation, employment, Social Security/Social Security Disability, financial services and other needed services based on the client's individualized plan. Assist homeless clients to enroll in mainstream benefits and obtain identification; e.g. California Driver's License, California Identification Card and/or Social Security card.
- G. Provide ongoing case management related services to assigned Carlsbad homeless individuals, to include: advocacy and support to assist the homeless individual remove barriers and achieve stated goals; ongoing assessment of individual needs including housing stability, mental health, physical health and overall safety; development and review of a personalized service plan; coordination of service plan items; coordination, referral and connection to other service providers and community resources; crisis intervention services; and liaison and advocacy services to help remove barriers for the homeless individual. This includes communication with other community service providers, medical and mental health providers, treatment and recovery providers and family members.
- H. Assist the homeless client to identify housing options based on the individualized plan, and work to obtain and maintain permanent housing with the client for a period of up to nine months after housing placement based. Develop a long-term support plan to ensure previously homeless residents maintain housing and continue to achieve other personalized goals.
- Maintain regular communication, both written and verbal, with the Community Services Manager. Attend regularly scheduled case management meetings to review social worker caseload.

- J. Work collaboratively with City of Carlsbad Homeless Response Team, other service providers, and community partners to identify homeless individuals in need of case management services.
- K. Work with the Community Services Manager to maximize partnerships with service providers, community organizations and individuals to cultivate resources and stay connected to the changing needs of the community.
- L. Complete accurate and thorough documentation in a timely manner. Maintain data on each program participant and program milestones, and provide required reports along with the monthly invoice for payment.
- M. Identify gaps in homeless services and assistance needs in Carlsbad, and develop recommendations for community and program improvements in support of the Homeless Response Plan.
- N. Furnish all general office supplies, printing costs and postage associated with normal office and service operations related to case management duties.
- O. Participate in City of Carlsbad Homeless Response Team or community meetings in support of the Homeless Response Plan or case management duties, as needed.
- P. Within thirty (30) days of contract execution, and in collaboration with the City of Carlsbad, develop a detailed project plan for implementation of program services, based on this scope of services.

Personnel	
0.05 FTE Behavioral Health Director	\$4,250
0.50 FTE Program Supervisor	\$36,000
1 FTE LCSW Bilingual Case Manager	\$62,500
1 FTE LCSW Case Manager	\$60,500
Fringe benefits @ 33%	\$53,872
Total Personnel	\$217,122
Program Services	
Mileage	\$3,600
Cell Phone & Internet Hot Spot (2, \$1,200 each)	\$2,400
Tablet/Computer (2, \$1,500 each)	\$3,000
Total Program Services	\$9,600
Indirect Charge (10.01% federal authorized rate)	\$22,284
Total Fee	\$244,944