



29388

FORM AMENDMENT NUMBER TWO

TO

FAMILY PRESERVATION PROGRAM CONTRACT

Number 04-025-14

**AMENDMENT NUMBER TWO
TO FAMILY PRESERVATION PROGRAM
CONTRACT NUMBER 04-025-14**

This Amendment Number Two (hereinafter referred to as "Amendment"), to Family Preservation Program 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 County of Los Angeles, (hereinafter referred to as "COUNTY"), and City of Long Beach, (hereinafter referred to as "CONTRACTOR"), this 30th day of ~~JUNE~~ _____, 2008.

WHEREAS, COUNTY and CONTRACTOR are parties to a Contract, and CONTRACTOR has been providing Family Preservation services to COUNTY; and

WHEREAS, the State has approved COUNTY's request to extend the existing Contracts for an additional two year period, from July 1, 2008 through June 30, 2010, with an option to extend for one additional year through June 30, 2011, unless terminated earlier; and

WHEREAS, these Contract extensions will give COUNTY sufficient time to develop a new program service delivery model to coordinate the Promoting Safe and Stable Families (PSSF) Program (of which the Family Preservation Program is a part) and the Child Abuse and Neglect Prevention, Intervention, and Treatment (CAPIT) Program in one continuum of services; and

WHEREAS, Amendment is prepared pursuant to the provisions set forth in Section 8.0, STANDARD TERMS AND CONDITIONS, Subsection 8.4.2, Change Notices and Amendments;

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

1. Table of Contents, page iii, Subsection "**EXHIBITS**," is amended to add Exhibit N, CHARITABLE CONTRIBUTIONS CERTIFICATION, as the last entry under "EXHIBITS."
2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection "**EXHIBITS**," is amended to add Exhibit N, CHARITABLE CONTRIBUTIONS CERTIFICATION, as the last entry under "EXHIBITS."
3. Section 4.0, **TERM OF CONTRACT**, Subsection 4.1.1 is added as follows:
 - 4.1.1 The term of this Contract shall be continued for two (2) additional years, commencing on July 1, 2008 through June 30, 2010, with one (1) option to extend through June 30, 2011, unless terminated sooner.

4. Section 5.0, **CONTRACT SUM**, Subsection 5.3 is revised to read as follows:

5.3 The total amount payable under this Contract is \$3,745,387, hereafter referred to as "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 \$629,682 for FY 2008-09, and \$629,682 for FY 2009-2010 and \$629,682 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.

5. Section 8.0, **STANDARD TERMS AND CONDITIONS, Subsection 8.1, ASSIGNMENT AND DELEGATION**, is deleted in its entirety and replaced to read as follows:

8.1 ASSIGNMENT AND DELEGATION

8.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

8.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for

any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

6. Section 8.0, STANDARD TERMS AND CONDITIONS, **Subsection 8.13, CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is deleted in its entirety and replaced to read as follows:

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

8.13.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

8.13.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.13.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing

of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.13.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.13.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.13.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 8.13.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is

presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

13.8.1.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

7. Section 8.0, STANDARD TERMS AND CONDITIONS, **Subsection 8.51, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, is added to read as follows:

8.51 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit N the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

8. Section 8.0, STANDARD TERMS AND CONDITIONS, **Subsection 8.52, WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**, is added to read as follows:

8.52 CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

9. **EXHIBIT B-3, Supplemental Budgets for July 1, 2008 through June 30, 2009, July 1, 2009 through June 30, 2010, and July 1, 2010 through June 30, 2011,** if the option to extend is exercised, is attached and incorporated as part of **Exhibit B, Budget.**
10. **EXHIBIT N, CHARITABLE CONTRIBUTIONS CERTIFICATION,** is attached and incorporated as a part of this Contract.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER TWO TO
FAMILY PRESERVATION PROGRAM SERVICES
CONTRACT NUMBER 04-025-14**

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

COUNTY OF LOS ANGELES

CITY OF LONG BEACH
CONTRACTOR

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

By _____

Name _____

Title _____

APPROVED AS TO FORM
June 26, 2008
ROBERT E. SHANNON, City Attorney
By Linda Trang
LINDA TRANG
DEPUTY CITY ATTORNEY

By Patrick West Assistant City Manager
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

Name Patrick West

Title City Manager

Tax ID [REDACTED]

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

BY Signature on file
Deputy County Counsel

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

Signature

Date

Name and Title (please type or print)