

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 FIFTH AMENDMENT TO SUBCONTRACT NO. 29348

2 **29348**

3 THIS FIFTH AMENDMENT TO SUBCONTRACT NO. 29348 is made and
4 entered, in duplicate, as of April 28, 2010 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 April 19, 2005, by and between PARENTS ANONYMOUS, INC., a California nonprofit
7 corporation ("Organization"), with offices located at 675 West Foothill Boulevard, Suite
8 220, Claremont, California 91711, and the CITY OF LONG BEACH, a municipal
9 corporation ("City").

10 WHEREAS, the City has received monies from Los Angeles County
11 ("County") for City's Family Preservation Program (the "Prime Contract"); and

12 WHEREAS, the City is required to involve community organizations in these
13 services and has selected Organization as a subcontractor under the Prime Contract
14 because Organization provides services required by the Prime Contract; and

15 WHEREAS, Organization agrees to perform said services, to provide City
16 with the information and supporting documentation required herein, and to comply with
17 the Prime Contract; and

18 WHEREAS, the parties desire to extend the term of the Subcontract and to
19 amend it in certain respects;

20 NOW, THEREFORE, in consideration of the terms and conditions
21 contained in the Subcontract and this Amendment, the parties agree as follows:

22 1. Section 2 of Subcontract No. 29348 is amended in its entirety to read
23 as follows:

24 "2. The term of this Subcontract shall commence at midnight on August 1,
25 2005, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on
26 June 30, 2011.

27 A. Total disbursements made to the Organization under this Subcontract
28 by City shall not exceed the amounts indicated below, provided, however, that if City

1 receives additional funds under the Prime Contract, then this Subcontract may be
2 amended to increase City's disbursements to organization. City shall disburse the funds
3 payable hereunder in due course of payments following receipt from Organization of
4 monthly billing statements in a form approved by City for the preceding month, and
5 conditioned on the City's receipt of the monthly progress report from Organization.

6	<u>Subcontract Period</u>	<u>Not to Exceed Amount</u>
7	August 1, 2005 – June 30, 2006	\$60,000.00
8	July 1, 2006 – June 30, 2007	\$60,000.00
9	July 1, 2007 – June 30, 2008	\$60,000.00
10	July 1, 2008 – June 30, 2009	\$60,000.00
11	July 1, 2009 – June 30, 2010	\$105,000.00
12	July 1, 2010 – June 30, 2011	\$120,000.00

13 B. The City shall have no obligation to pay Organization until and unless
14 City receives monthly progress reports that summarizes Organization's performance
15 under this Subcontract during the immediately preceding month, and that describes
16 Organization's progress in providing the services stated in Exhibit "A".

17 C. City's obligation to pay Organization arises only after receipt of funds
18 from the County under the Prime Contract.

19 D. Organization shall submit correct and final invoices on a monthly basis.
20 Organization shall prepare and submit monthly invoices within fifteen (15) calendar days
21 after the end of the month in which services were provided. Attached to each invoice
22 shall be documentation to support the invoiced amounts. Failure to submit a completed
23 invoice with proper back-up documentation may result in late payment of the invoice.
24 The City reserves the right to refuse payment of correct and final invoices received sixty
25 (60) days after the services were provided."

26 2. Except as expressly amended in this Fifth Amendment, all terms and
27 conditions in Subcontract No. 29348 are ratified and confirmed and shall remain in full
28 force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment with all formalities required by law as of the date first written above.

PARENTS ANONYMOUS, INC., a California nonprofit corporation

May 17, 2010, 2010

By [Signature]
President
Lisa Pion-Berlin, PhD
Type or Print Name

_____, 2010

By _____
Secretary

Type or Print Name

"Organization"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

5.28, 2010

By [Signature]
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Fifth Amendment is approved as to form on

5/24, 2010.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

Agency

PARENTS ANONYMOUS INC.

675 W. Foothill Blvd, Suite 220
Claremont, CA 91711
(909) 621-6184

<u>Services to be Provided</u>	<u>Rate</u>
(1) Parenting Training	\$20.00 per hour
(2) Anger Management Counseling	\$60.00 per hour
(2) Child Focused Activities	\$25.00 per hour

Attendance at the CFPN Monthly Network meeting is required. Executive Director or designee to attend at least two (2) Network meetings per contract year.

DEFINITION OF SERVICES

PARENTING TRAINING

Interactive groups which provide caregivers with mutual support, training and enhancement of parenting skills, and child development education which includes alternative discipline and impulse control. Groups are designed to raise self-awareness and understanding, develop insight into personal issues and problem solving towards creating a healthy and safe home environment. Reimbursement will occur per hour, per family.

ANGER MANAGEMENT COUNSELING

Face-to-face meetings/interventions by a counselor with an individual, couple, family or group to address and treat anger management issues. Sessions are designed to assist participants in identifying emotions, managing stress, controlling behavior, resolving conflict and improving communication. Reimbursement will occur per hour, per family.

CHILD FOCUSED ACTIVITIES

Activities designed to enhance a child's growth and development that are age appropriate and provided at the same time the parents are receiving Family Preservation services. These services will be offered to the children of the families attending Parenting Training and/or Anger Management Counseling. Reimbursement will occur per hour, per family. Subcontractor shall invoice per family for all children participating in a particular child focused activity at the same time. Subcontractor may invoice individually if the children in a family participate in separate activities.