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

SIXTH AMENDMENT TO SUBCONTRACT NO. 29347

THIS SIXTH AMENDMENT TO SUBCONTRACT NO. 29347 is made and entered, in duplicate, as of June 30, 2011 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 19, 2005, by and between BEHAVIORAL HEALTH SERVICES, INC. DBA JOINT EFFORTS, INC., a California nonprofit corporation ("Organization"), with offices located at 505 South Pacific Avenue, Suite 205, San Pedro, California 90731, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

WHEREAS, the parties desire to extend the term of the Subcontract;

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

- 1. Section 2 of Subcontract No. 29347 is amended in its entirety to read as follows:
- "2. The term of this Subcontract shall commence at midnight on August 1, 2005 and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30, 2012.
- A. Total disbursements made to the Organization under this Subcontract by City shall not exceed the amounts indicated below, per contract year, provided, however, that if City receives additional funds under the Prime Contract, then

Subcontract Period	Not to Exceed Amount
August 1, 2005 – June 30, 2006	\$350,000
July 1, 2006 – June 30, 2007	\$350,000
July 1, 2007 – June 30, 2008	\$350,000
July 1, 2008 – June 30, 2009	\$350,000
July 1, 2009 – June 30, 2010	\$350,000
July 1, 2010 – June 30, 2011	\$350,000
July 1, 2011 – June 30, 2012	\$350,000

- B. The City shall have no obligation to pay Organization until and unless City receives monthly progress reports that summarizes Organization's performance under this Subcontract during the immediately preceding month, and that describes Organization's progress in providing the services stated in Exhibit "A".
- C. City's obligation to pay Organization arises only after receipt of funds from the County under the Prime Contract.
- D. Organization shall submit correct and final invoices on a monthly basis. Organization shall prepare and submit monthly invoices within fifteen (15) calendar days after the end of the month in which services were provided. Attached to each invoice shall be documentation to support the invoiced amounts. Failure to submit a completed invoice with proper back-up documentation may result in late payment of the invoice. The City reserves the right to refuse payment of correct and final invoices received sixty (60) days after the services were provided."
- 2. Except as expressly amended in this Sixth Amendment, all terms and conditions in Subcontract No. 29347 are ratified and confirmed and shall remain in

1	full force and effect.	
2	IN WITNESS WHEREOF, the parties have executed this Amendment with	
3	all formalities required by law as of the date first written above.	
4		BEHAVIORAL HEALTH SERVICES, INC.
5		DBA JOINT EFFORTS, INC., a California nonprofit corporation
6	July 12th, 2011	By Der Office
7	, 2011	President
8		Henry Van Ondheusden Type or Print Name
9	, 2011	By Secretary
10		Type or Print Name
11		"Organization"
12		•
13		CITY OF LONG BEACH, a municipal corporation
14	7.29, 2011	- Assistant City Manager
4-1	\	City Manager
15		
16		"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
1	This Sixth Amendment	"City" EXECUTED PURSUANT TO SECTION 301 OF
16	This Sixth Amendment $7/20$, 2011.	"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
16 17	7/20, 2011.	"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. is approved as to form on
16 17 18	7/20, 2011.	"City" TO SECTION 301 OF THE CITY CHARTER. is approved as to form on ROBERT E. SHANNON, City Attorney
16 17 18 19	7/20, 2011.	"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. is approved as to form on
16 17 18 19 20	7/20, 2011.	"City" TO SECTION 301 OF THE CITY CHARTER. is approved as to form on ROBERT E. SHANNON, City Attorney By
16 17 18 19 20 21	7/20, 2011.	"City" TO SECTION 301 OF THE CITY CHARTER. is approved as to form on ROBERT E. SHANNON, City Attorney By
16 17 18 19 20 21 22	7/20, 2011.	"City" TO SECTION 301 OF THE CITY CHARTER. is approved as to form on ROBERT E. SHANNON, City Attorney By
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16 17 18 19 20 21 22 23 24	7/20, 2011.	"City" TO SECTION 301 OF THE CITY CHARTER. is approved as to form on ROBERT E. SHANNON, City Attorney By
16 17 18 19 20 21 22 23 24 25	7/20, 2011.	"City" TO SECTION 301 OF THE CITY CHARTER. is approved as to form on ROBERT E. SHANNON, City Attorney By

EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

<u>Agency</u>

BEHAVIORAL HEALTH SERVICES, INC., ada JOINT EFFORTS, INC.

505 South Pacific Ave., Suite 205 San Pedro, CA 90731 (310) 831-2358

Services to be Provided

Family Preservation Base Rate and Support Services

Rate

1) \$ 997.50 per case per month (to be prorated for partial month)

Attendance at the CFPN Monthly Network meeting is required. Executive Director or designee to attend at least six (6) Network meetings per contract year.

DEFINITION OF SERVICES

FAMILY PRESERVATION BASE RATE AND SUPPLEMENTAL SERVICES

Family Preservation Base Rate Services include In-Home Outreach Counseling visits, clinical direction, and the Multidisciplinary Case Planning Committee (MCPC). Family Preservation Supplemental Services include Child Focused Activities, Child Follow-up Visits, Counseling Services, Drug Testing, Emergency Housing, Parenting Training Services/Fatherhood Program, Substance Abuse Assessment and Treatment, Substitute Adult Role Model Services (SARM), Teaching and Demonstrating Homemaker Services (T&D), and Transportation Services. Subcontractor will provide all services in compliance with requirements in the Prime Contract and the Family Preservation Program Statement of Work (Exhibit A-2 of the Prime Contract). Subcontractor will be responsible for all related administrative functions, including but not limited to: all required case documentation and reporting, Family Preservation Archive data collection and data entry, staff training and supervision, Auxiliary Fund requests, and quality assurance activities.