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FOURTH AMENDMENT TO SUBCONTRACT NO. 29348

29348

THIS FOURTH AMENDMENT TO SUBCONTRACT NO. 29348 is made and entered, in duplicate, as of June 19, 2009 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 PARENTS ANONYMOUS, INC., a California nonprofit corporation ("Organization"), with offices located at 675 West Foothill Boulevard, Suite 220, Claremont, California 91711, 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 and to amend it in certain respects;

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. 29348 is amended in its entirety to read as follows:

"2. The term of this Subcontract shall commence at midnight on August 1, 2005, and shall terminate at 11:59 p.m. on June 30, 2006. The first extended term shall commence at midnight on July 1, 2006, and shall terminate at 11:59 p.m. on June 30, 2007. The second extended term shall commence at midnight on July 1, 2007, and shall terminate at 11:59 p.m. on June 30, 2008. The third extended term shall commence at

1 midnight on July 1, 2008, and, shall terminate at 11:59 p.m. on June 30, 2009. The
2 fourth extended term shall commence at midnight on July 1, 2009, and, unless sooner
3 terminated as provided herein, shall terminate at 11:59 p.m. on June 30, 2010

4 A. Total disbursements made to the Organization under this Subcontract
5 by City shall not exceed \$60,000.00, per contract year, provided, however, that if City
6 receives additional funds under the Prime Contract, then this Subcontract may be
7 amended to increase City's disbursements to organization. City shall disburse the funds
8 payable hereunder in due course of payments following receipt from Organization of
9 monthly billing statements in a form approved by City for the preceding month, and
10 conditioned on the City's receipt of the monthly progress report from Organization.

11 B. The City shall have no obligation to pay Organization until and unless
12 City receives monthly progress reports that summarizes Organization's performance
13 under this Subcontract during the immediately preceding month, and that describes
14 Organization's progress in providing the services stated in Exhibit "A", Exhibit "A-1",
15 Exhibit "A-2", Exhibit "A-3" and Exhibit "A-4".

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

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

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

28 ///

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

3 PARENTS ANONYMOUS, INC., a
4 California nonprofit corporation

5 By [Signature], 2009
6 President

7 Lisa Pion Berlin
8 Type or Print Name

9 By [Signature], 2009
10 Secretary

11 Tanya Long
12 Type or Print Name

13 "Organization"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 By [Signature], 2009
17 Assistant City Manager
18 City Manager

19 "City"

20 EXECUTED PURSUANT
21 TO SECTION 301 OF
22 THE CITY CHARTER.

23 This Fourth Amendment is approved as to form on

24 July 6, 2009.

25 ROBERT E. SHANNON, City Attorney

26 By [Signature]
27 Deputy

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

EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

August 1, 2005 – June 30, 2006

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.

CONTRACT AMOUNT = Not to exceed \$60,000.00

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.

EXHIBIT "A-1"

THE CITY OF LONG BEACH
FAMILY PRESERVATION PROGRAM
SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

July 1, 2006 – June 30, 2007

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> |
|---------------------------------|------------------|
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EXHIBIT "A-2"

THE CITY OF LONG BEACH
FAMILY PRESERVATION PROGRAM
SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

July 1, 2007 – June 30, 2008

Agency

PARENTS ANONYMOUS INC.
675 W. Foothill Blvd, Suite 220
Claremont, CA 91711
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EXHIBIT "A-3"

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

July 1, 2008 – June 30, 2009

Agency

PARENTS ANONYMOUS INC.

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

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EXHIBIT "A-4"

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

July 1, 2009 – June 30, 2010

Agency

PARENTS ANONYMOUS INC.

675 W. Foothill Blvd, Suite 220

Claremont, CA 91711

(909) 621-6184

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