

1 SECOND AMENDMENT TO SUBCONTRACT NO. 29349

2 **29349**

3 THIS SECOND AMENDMENT TO SUBCONTRACT NO. 29349 is made
4 and entered, in duplicate, as of May 15, 2007 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 COUNSELING AND RESEARCH ASSOCIATES, a
7 California nonprofit corporation, doing business as MASADA HOMES, with offices
8 located at 130 W. Victoria Street, Gardena, California 90248 ("Organization"), and the
9 CITY OF LONG BEACH, a municipal 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;

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. 29349 is amended in its entirety to read
23 as follows:

24 "2. The term of the Subcontract shall commence at midnight on August 1,
25 2005, and shall terminate at 11:59 p.m. on June 30, 2006. The first extended term shall
26 commence at midnight on July 1, 2006, and shall terminate at 11:59 p.m. on June 30,
27 2007. The second extended term shall commence at midnight on July 1, 2007, and,
28 unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30,

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

1 2008.

2 A. Total disbursements made to the Organization under this Subcontract
3 by City shall not exceed \$40,000.00, per contract year, provided, however, that if City
4 receives additional funds under the Prime Contract, then this Subcontract may be
5 amended to increase City's disbursements to organization. City shall disburse the funds
6 payable hereunder in due course of payments following receipt from Organization of
7 monthly billing statements in a form approved by City for the preceding month, and
8 conditioned on the City's receipt of the monthly progress report from Organization.

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

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

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

23 2. Except as expressly amended in this Second Amendment, all terms
24 and conditions in Subcontract No. 29349 are ratified and confirmed and shall remain in
25 full force and effect.

26 ///

27 ///

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 COUNSELING AND RESEARCH
4 ASSOCIATES, a California nonprofit
5 corporation doing business as MASADA
6 HOMES

6 5-24-, 2007

By *A. K. J.*

7
8 6/11, 2007

Gregorio K. Igi
(Type or Print Name)

By *Marilyn M. ...*
Marilyn M. ...
(Type or Print Name)

11 "Organization"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 June 21, 2007

By *Christine J. Shupp*
Assistant
City Manager

16 "City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

17 This Second Amendment is approved as to form on

18 6/12, 2007.

19 ROBERT E. SHANNON, City Attorney

20 By *Rox A. Conway*
Deputy

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Long Beach, CA 90802-4664

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EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

August 1, 2005 – June 30, 2006

Agency

COUNSELING AND RESEARCH ASSOCIATES, DBA MASADA HOMES

130 W. Victoria Street
Gardena, CA 90248
(310) 715-2020

<u>Service to be Provided</u>	<u>Rate</u>
Therapeutic Day Treatment	\$1,027.00 per client per month

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 \$40,000.00

DEFINITION OF SERVICES

THERAPEUTIC DAY TREATMENT (TDT)

Services provided for Probation Youth as approved by the Multidisciplinary Case Planning Committee (MCPC). Services shall be provided at least seven hours per day, five days per week and shall include, but are not limited to: (1) formal education in a non-public school six (6) hours per day, which includes therapeutic recreation; (2) one hour of group counseling per day; (3) at least one hour of individual counseling per week; (4) at least 45 minutes of family counseling in the home per month; and (5) other services as determined by the MCPC. Transportation and meals shall be provided, and attendance and activities documented. All TDT services are subject to Department of Probation policies. Reimbursement will occur per youth, per month.

EXHIBIT "A-1"

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

July 1, 2006 – June 30, 2007

Agency

COUNSELING AND RESEARCH ASSOCIATES, DBA MASADA HOMES
130 W. Victoria Street
Gardena, CA 90248
(310) 715-2020

<u>Service 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

COUNSELING AND RESEARCH ASSOCIATES, DBA MASADA HOMES

130 W. Victoria Street
Gardena, CA 90248
(310) 715-2020

<u>Service to be Provided</u>	<u>Rate</u>
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