

1 Contract apply. A breach of the Prime Contract shall be a breach of this Subcontract.

2 2. The term of this Subcontract shall commence at midnight on August 1,
3 2005, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on
4 June 30, 2006.

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

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

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

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

24 3. Organization shall maintain all records relating to the performance of this
25 Subcontract in accordance with generally accepted accounting principles and in the
26 manner prescribed by City. Organization's records shall be current, complete and available
27 for inspection and audit during its normal business hours, during the term of this
28 Subcontract and for a period of three (3) years after termination as deemed necessary by

1 the City Auditor, any other representative of the City, and the County or any duly authorized
2 representative of the County. Organization shall provide access to all documents and
3 materials relating to Organization and to Organization's operations, and Organization shall
4 provide any information that the City Auditor, other City representatives, the County, and
5 the County's representatives require in order to monitor and evaluate Organization's
6 performance. Organization shall provide all reports, documents or information requested
7 by City or the County within three (3) days after a written or oral request from a City or
8 County representative, unless a longer period of time is otherwise expressly stated by said
9 representative. Each month Organization shall submit performance reports certified by one
10 of Organization's officers or its Executive Director identifying the services performed.

11 4. In the performance of this Subcontract, Organization shall not discriminate
12 against any employee, applicant for employment or service, or subcontractor because of
13 race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability
14 or handicap. Organization shall take affirmative action to assure that applicants are
15 employed or served, and that employees and applicants are treated during employment
16 or services without regard to these categories. Such action shall include but not be limited
17 to the following: employment, upgrading, demotion or transfer; recruitment or recruitment
18 advertising; lay-off or termination; rates of pay or other forms of compensation; and
19 selection for training, including apprenticeship.

20 Organization shall permit access by City or any other agency of the county,
21 state or federal governments to Organization's records of employment, employment
22 advertisements, application forms and other pertinent data and records for the purpose of
23 investigation to ascertain compliance with the fair employment practices provisions of this
24 Subcontract.

25 5. A. In performing services hereunder, Organization is and shall act as an
26 independent subcontractor and not as an employee, representative, or agent of City.
27 Organization's obligations to and authority from the City are solely as prescribed herein.
28 Organization expressly warrants that it will not, at any time, hold itself out or represent that

1 Organization or any of its agents, volunteers, subscribers, members, officers or employees
2 are in any manner officials, employees or agents of City. Organization shall not have any
3 authority to bind City for any purpose.

4 B. Organization acknowledges and agrees that a) City will not withhold taxes
5 of any kind from Organization's compensation, b) City will not secure workers'
6 compensation or pay unemployment insurance to, for or on Organization's behalf, and c)
7 City will not provide and Organization and Organization's employees are not entitled to any
8 of the usual and customary rights, benefits or privileges of City employees.

9 6. This Subcontract contemplates the personal services of Organization and
10 Organization's employees. Organization shall not delegate its duties or assign its rights
11 hereunder, or any interest herein or any portion hereof, without the prior written consent
12 of City which the City may withhold in its discretion. Any attempted assignment or
13 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
14 reason of such attempted assignment or delegation.

15 7. Organization shall defend, protect, indemnify and hold City, its officials,
16 employees and agents harmless from and against any and all claims, demands, causes
17 of action, costs or expense (including reasonable attorney's fees), damage, loss, or liability
18 of any kind or nature arising from the alleged negligent acts, omissions or
19 misrepresentations of Organization, its officers, agents or employees in the performance
20 of this Subcontract or from any payment that City must make to the County under the
21 Prime Contract. Organization shall pay any settlement or satisfy any judgment rendered
22 against either Organization or City as a result of said negligent acts, omissions or
23 misrepresentations of Organization, its officers, agents or employees in the performance
24 of this Subcontract, or as a result of any payment that City must make to the County under
25 the Prime Contract.

26 8. As a condition precedent to the effectiveness of this Subcontract,
27 Organization shall procure and maintain at Organization's expense for the duration of this
28 Subcontract from an insurance company that is admitted to write insurance in California

1 or from authorized non-admitted insurance companies that have ratings of or equivalent
2 to A:VIII by A.M. Best Company:

3 (a) Commercial general liability insurance (equivalent in scope to
4 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
5 One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars
6 (\$3,000,000) general aggregate. Such coverage shall include but not be
7 limited to broad form contractual liability, cross liability, independent
8 contractors liability, and products and completed operations liability. The
9 City, its officials, employees and agents, and Los Angeles County shall be
10 named as additional insureds by endorsement (on the City's endorsement
11 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85
12 or CG 20 26 11 85), and this insurance shall contain no special limitations on
13 the scope of protection given to the City, its officials, employees and agents.

14 (b) Workers' compensation insurance as required by the California
15 Labor Code and employer's liability insurance in an amount not less than
16 One Million Dollars (\$1,000,000) per accident.

17 (c) Professional liability insurance in an amount not less than One
18 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
19 (\$2,000,000) general aggregate.

20 (d) Commercial automobile liability insurance (equivalent in scope
21 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an
22 amount not less than One Million Dollars (\$1,000,000) combined single limit
23 per accident.

24 (e) Insurance covering loss of money, securities, and other
25 property naming the City and the County of Los Angeles as loss payee in the
26 types and amounts stated below:

27	Employee Dishonesty	\$100,000
	Forgery or Alteration	\$100,000
28	Theft, Disappearance and Destruction of Funds	\$100,000
	Computer Fraud	\$100,000

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Burglary and Robbery \$100,000

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect the City, County, their officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees and agents.

Organization shall require that all contractors and subcontractors which Organization uses in the performance of services under this Subcontract maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Prior to the start of performance under this Subcontract, Organization shall deliver to City certificates of insurance and required endorsements, including any insurance required of Organization's contractors and subcontractors, for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Organization shall, at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to the City certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the right to require complete certified copies of all policies of Organization or Organization's contractors or subcontractors, at any time. Organization shall make available to the City all books, records and other information relating to the insurance coverage required herein during normal business hours.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Organization, Organization's contractors and subcontractors change the amount, scope

1 or types of coverages required herein if, in his or her sole opinion, the amount, scope, or
2 types of coverages herein are not adequate.

3 The procuring or existence of insurance shall not be construed or deemed
4 as a limitation on liability relating to Organization's performance of services or as full
5 performance of or compliance with the indemnification provisions herein.

6 9. All notices required hereunder shall be in writing and personally delivered
7 or deposited in the U.S. Postal Service, certified mail, return receipt requested, to City
8 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to
9 Organization at the address first stated herein. Notice shall be deemed given on the date
10 personal service is obtained or the date of the signature on the return receipt, whichever
11 first occurs. Notice of change of address shall be given in the same manner as stated
12 herein for other notices.

13 10. The City Manager or designee is authorized to administer this
14 Subcontract and all related matters, and any decision of the City Manager or designee in
15 connection herewith shall be final.

16 11. Organization shall have the right to terminate this Subcontract at any
17 time for any reason by giving thirty (30) days' prior notice of termination to City, and City
18 shall have the right to terminate all or any part of this Subcontract at any time for any
19 reason or no reason by giving five (5) days' prior notice to Organization. If either party
20 terminates this Subcontract, all funds held by the Organization under this Subcontract
21 which have not been spent on the date of termination shall be returned to City.

22 12. This document constitutes the entire understanding of the parties and
23 supersedes all other agreements, oral or written, with respect to the subject matter herein.
24 This Subcontract shall not be amended, nor any provision or breach hereof waived, except
25 in writing by the parties which expressly refers to this Subcontract.

26 13. This Subcontract shall be governed by and construed pursuant to the
27 laws of the State of California.

28 14. This Subcontract including all exhibits shall not be amended, nor any

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 provision or breach hereof waived, unless in writing signed by the parties which expressly
2 refers to this Subcontract.

3 15. In the event of any conflict or ambiguity between this Subcontract and
4 an exhibit, the provisions of this Subcontract shall govern.

5 16. The acceptance of any service or payment of any money by City shall
6 not operate as a waiver of any provision of this Subcontract, or of any right to damages or
7 indemnity stated herein. The waiver of any breach of this Subcontract shall not constitute
8 a waiver of any other or subsequent breach of this Subcontract.

9 17. Except for Los Angeles County and only Los Angeles County (which is
10 a third party beneficiary of this Subcontract), this Subcontract is not intended or designed
11 to or entered for the purpose of creating any benefit or right for any person or entity that
12 is not a party to this Subcontract.

13 18. Organization shall notify and provide to its employees the fact sheet
14 regarding the Safely Surrendered Baby Law, attached as Exhibit "B" to this Subcontract.

15 IN WITNESS WHEREOF, the parties hereto have caused this document to

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be duly executed with all formalities required by law as of the date first stated above.

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

10-4, 2005

By [Signature]
President.

10-4, 2005

By [Signature]
(Type or Print Name) .
Secretary VICE PRESIDENT
SHARON D. IGI
(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

10.21, 2005

By [Signature]
City Manager

"City"

This Subcontract is approved as to form on 10/10, 2005.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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

Service to be Provided

Therapeutic Day Treatment

Rate

\$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.

**No shame
No blame
No names**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

<p>State of California Gray Davis, Governor Health and Human Services Agency Grantland Johnson, Secretary Department of Social Services Rita Saenz, Director</p>	<p>Los Angeles County Board of Supervisors Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District</p>
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This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If someone you know is considering abandoning a newborn, let her know there are other options.**

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.