

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

FIFTH AMENDMENT TO SUBCONTRACT NO. 29347

29347

THIS FIFTH AMENDMENT TO SUBCONTRACT NO. 29347 is made and entered, in duplicate, as of May 18, 2010 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, 2011.

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

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

<u>Subcontract Period</u>	<u>Not to Exceed Amount</u>
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

13 B. The City shall have no obligation to pay Organization until and
14 unless City receives monthly progress reports that summarizes Organization's
15 performance under this Subcontract during the immediately preceding month, and that
16 describes 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
20 basis. Organization shall prepare and submit monthly invoices within fifteen (15)
21 calendar days after the end of the month in which services were provided. Attached to
22 each invoice shall be documentation to support the invoiced amounts. Failure to submit
23 a completed invoice with proper back-up documentation may result in late payment of the
24 invoice. The City reserves the right to refuse payment of correct and final invoices
25 received sixty (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. 29347 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.

BEHAVIORAL HEALTH SERVICES, INC.
DBA JOINT EFFORTS, INC., a California
nonprofit corporation

By Henry van Oudheusden
President

Henry van Oudheusden
Type or Print Name

By Xochitl Valentine
Secretary

Xochitl Valentine
Type or Print Name

"Organization"

CITY OF LONG BEACH, a municipal
corporation

By [Signature]
City Manager
Assistant City Manager

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

"City"

This Fifth Amendment is approved as to form on

6/22, 2010.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

Agency

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 Supplemental Services

Rate

\$1,050 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 two (2) 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.