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

FIRST AMENDMENT TO SUBCONTRACT NO. 29349

THIS FIRST AMENDMENT TO SUBCONTRACT NO. 29349 is made and entered, in duplicate, as of April 17, 2006 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 COUNSELING AND RESEARCH ASSOCIATES, a California nonprofit corporation, doing business as MASADA HOMES, with offices located at 130 W. Victoria Street, Gardena, California 90248 ("Organization"), 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:

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. 29349 is amended in its entirety to read as follows:
- "2. The term of the 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, 2006. The first extended term shall commence at midnight on July 1, 2006, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30, 2007.

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

- 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' and Exhibit 'A-1'.
- C. City's obligation to pay Organization arises only after receipt of funds from the County under the Prime Contract.
- D. Organization shall submit 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 invoices received sixty (60) days after the services were provided."
- Except as expressly amended in this First Amendment, all terms and conditions in Subcontract No. 29349 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment with

Kobert E. Mannon City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-4664 Telephone (562) 570-2200	1	all formalities required by	law as of the d	ate first written above.
	2			COUNSELING AND RESEARCH
	3			ASSOCIATES, a California nonprofit corporation, doing business as MASADA HOMES
	4	,20		ву
	5	, 20	,00	President
	6	20	006	(Type or Print Name)
	7	, 20)UO	By Secretary VICE PRESIDENT
	8			(Type or Print Name)
	9			"Organization"
	10			CITY OF LONG BEACH, a municipal corporation
	11	<i>5. 30</i> ,20	006	By Munacon Tuccan City Manager
	12			
	13			"City"
	14			
	15	This First An	nendment is app	proved as to form on $\frac{5/8}{}$, 2006.
	16			ROBERT E. SHAMNON, City Attorney
	17			By Athin
	18			Senior Deputy
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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

Service to be Provided

Rate

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

<u>Agency</u>

COUNSELING AND RESEARCH ASSOCIATES, DBA MASADA HOMES

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

Service to be Provided

Rate

Therapeutic Day Treatment

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