

FOURTH AMENDMENT TO SUBCONTRACT NO. 29347

29347

THIS FOURTH AMENDMENT TO SUBCONTRACT NO. 29347 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 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 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. 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 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 midnight on July 1, 2008, and shall terminate at 11:59 p.m. on June 30, 2009. The fourth

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

3 A. Total disbursements made to the Organization under this Subcontract
4 by City shall not exceed \$350,000.00, per contract year, provided, however, that if City
5 receives additional funds under the Prime Contract, then this Subcontract may be
6 amended to increase City's disbursements to organization. City shall disburse the funds
7 payable hereunder in due course of payments following receipt from Organization of
8 monthly billing statements in a form approved by City for the preceding month, and
9 conditioned on the City's receipt of the monthly progress report from Organization.

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

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

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

24 2. Except as expressly amended in this Fourth Amendment, all terms
25 and conditions in Subcontract No. 29347 are ratified and confirmed and shall remain in
26 full 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.

JOINT EFFORTS, INC., a California nonprofit corporation

7/1, 2009

By *Debra A. Calhoun*
President

Henry van Oudheusden
Type or Print Name

7/1, 2009

By *Shirley Summers*
Secretary

Shirley Summers
Type or Print Name

"Organization"

CITY OF LONG BEACH, a municipal corporation

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

July 6, 2009

By *[Signature]*
Assistant City Manager
City Manager

"City"

This Fourth Amendment is approved as to form on

July 6, 2009.

ROBERT E. SHANNON, City Attorney

By *[Signature]*
Deputy

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

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.

CONTRACT AMOUNT = Not to exceed \$350,000.00

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.

EXHIBIT "A-1"

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

July 1, 2006 – June 30, 2007

Agency

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.

CONTRACT AMOUNT = Not to exceed \$350,000.00

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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

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.

CONTRACT AMOUNT = Not to exceed \$350,000.00

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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

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.

CONTRACT AMOUNT = Not to exceed \$350,000.00

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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

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.

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