



PUBLIC HEALTH FOUNDATION ENTERPRISES
A 501(c)(3) Nonprofit Corporation

33379

[SUBCONTRACT/SUBAWARD] AGREEMENT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

AND

City of Long Beach WIC Program

[SUBCONTRACTOR/SUBAWARDEE NAME]

This [Subcontract/Sub-Award] Agreement (this "Agreement") is made and entered into as of February 18, 2014 by and between PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., a 501(c)(3) California nonprofit corporation (hereinafter referred to as "PHFE"), and the party identified in Section 1 below (hereinafter be referred to as "Subcontractor/Subawardee").

RECITALS

A. PHFE has been granted an award by Los Angeles County Children and Families First aka First 5 LA (the "Funding Agency"), under contract number 08551 (the "Funding Award Agreement") under which PHFE and its subcontractors and subawardees will See Exhibit A [Describe the study or work to be done] (the "Program");

B. Subcontractor/Subawardee has expertise in the areas of See Exhibit A, which expertise can assist PHFE to perform its obligations under the Funding Award Agreement; and

C. PHFE desires to engage the services of Subcontractor/Subawardee to assist PHFE in the performance of certain of its obligations under the Funding Award Agreement as set forth herein.

AGREEMENT

1. IDENTITIES OF PARTIES.

SUBCONTRACTOR/SUBAWARDEE:

Legal Name of Subcontractor/Subawardee: City of Long Beach WIC Program

DBA of Subcontractor/Subawardee: _____

Type of Entity: Sole Proprietorship; Partnership; Corporation;

(Rev July 1, 2012)

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Los Angeles County
OFFICE OF
APPROPRIATION

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PHFE

Subcontractor/Subawardee

Limited Liability Company Government
State of Organization (if an entity): California

Address: 333 West Ocean Blvd.
City/State/Zip: Long Beach, CA 90802
Business Telephone: 562.570.4242
Social Security or Employer Identification Number: [REDACTED]
License Number and Expiration Date, if any: _____
Email Address: judy.ogunji@longbeach.gov

Name of Principal Investigator/Project Coordinator: Judy Ogunji, Director
Phone Number of Principal Investigator/Project Coordinator: judy.ogunji@longbeach.gov

Is Subcontractor/Subawardee required to file a Single Audit with the Federal Government? (Required for parties who receive Federal funds in the aggregate amount of \$500,000 or more): Please complete

Yes No

If yes, has Subcontractor/Subawardee filed the required Single Audit?

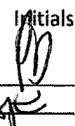
Yes No

(If yes, submit copy to PHFE prior to signing this Agreement)

PHFE:

Public Health Foundation Enterprises, Inc.
12801 Crossroads Parkway South, Suite 200, City of Industry, CA, 91746-3505
Main Telephone Number (562) 699-7320

Program Name: Little by Little/One Step Ahead
Program/CID #: 2434.003.001 (One per agreement)
Project Director Name: Judy Gomez
Project Director Phone #: 626.856.6650
Project Director Email Address: Judy@phfewic.org
Contracts Manager Name: Rochelle McLaurin
Contracts Manager Email Address: RMclaurin@phfe.org

PHFE _____
Subcontractor/Subawardee _____
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2. SCOPE OF SERVICES.

(a) Services. Subcontractor/Subawardee shall perform the services, duties and obligations set forth in the Statement of Work ("SOW") attached as Exhibit A hereto, which is made a part hereof and incorporated herein by reference (the "Services"). The Services relate to Sections Exhibit A and N/A of the Funding Award Agreement. Subcontractor/Subawardee shall perform the Services in accordance with the specifications, timetables and requirements set forth in the SOW and this Agreement. PHFE may, in its discretion, provide to Subcontractor/Subawardee a copy of the Funding Award Agreement or the relevant sections thereof. If Subcontractor/Subawardee is provided with a copy of the Funding Award Agreement or the relevant sections thereof, Subcontractor/Subawardee shall carefully review them and shall perform the Services in accordance with the specifications, timetables and requirements set forth therein.

(b) Location(s) of Services. Subcontractor/Subawardee shall perform the Services at the following location(s):

Various Subcontractor WIC sites

(c) Subcontractor/Subawardee Principal Investigator/Project Coordinator. Subcontractor/Subawardee shall appoint the Principal Investigator/Project Coordinator (the "PI") identified above to be primary point of contact with PHFE and the Funding Agency with respect to the Services and to have primary responsibility within Subcontractor's/Subawardee's organization for the performance of the (technical or programmatic) aspects of the Services. Subcontractor/Subawardee shall not replace or reassign the PI without PHFE's and the Funding Agency's prior written approval.

(d) PHFE Project Director. The PHFE Project Director identified above shall be primarily responsible on behalf of PHFE for the overall direction of the Services, including review and approval of Subcontractor's/Subawardee's performance of the Services. PHFE will notify Subcontractor/Subawardee if PHFE replaces or reassigns such Project Director.

(e) Performance Reporting. If requested by PHFE or the Funding Agency, Subcontractor/Subawardee shall submit a final technical or performance report, annual performance report, and quarterly performance reports. The final report shall be due 30 days after expiration or termination of this Agreement; annual reports and quarterly reports shall be due 30 days after the reporting period. Subcontractor/Subawardee shall also provide any other reports as may be requested by PHFE. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period, findings of the PI, or both, as requested by PHFE. Where possible, quantitative output data should be related

to cost data for computation of unit costs. Other pertinent information will include, when appropriate, the reasons why established goals were not met and an analysis. Subcontractor/Subawardee shall immediately notify PHFE of developments that have a significant impact on the performance of the Services hereunder and of any problems, delays, or adverse conditions that materially impair its ability to meet the objectives of the Services, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

3. COMPLIANCE WITH FUNDING AWARD AGREEMENT AND LAWS AND REGULATIONS; FLOW DOWN PROVISIONS

(a) Compliance with Funding Contract. Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the rules, requirements and restrictions set forth in the Funding Award Agreement that are applicable to Subcontractor/Subawardee and Subcontractor's/Subawardee's activities.

(b) Flow Down Provisions. Without limiting the generality of Section 3(a) above, Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the flow-down provisions of the Funding Award Agreement applicable to Subcontractor/Subawardee set forth in Exhibit C attached hereto or otherwise made available to Subcontractor/Subawardee (including through links to website pages), which are made a part hereof and incorporated herein by reference (the "Flow Down Provisions"). Subcontractor/Subawardee represents and warrants that it has carefully reviewed all of the Flow Down Provisions and is able to comply with all of the Flow Down Provisions. In the event that the requirements set forth in the Flow Down Provisions are greater than the requirements set forth in this Agreement, or in the event of any conflict between the provisions of this Agreement and the Flow Down Provisions, the Flow Down Provisions shall control and Subcontractor/Subawardee shall comply with the requirements set forth in the Flow Down Provisions in accordance with Section 2(a).

(c) Laws and Regulations. Subcontractor/Subawardee shall also comply with all state and federal statutes and regulations applicable to Subcontractor/Subawardee, the Services or the Funding Award Agreement, in performing its obligations under this Agreement. Without limiting the generality of the foregoing, Subcontractor shall:

(i) unless exempt, comply with the requirements under 45 CFR Part 74, and the Public Health Service Grants Policy Statement;

(ii) unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60);

(iii) comply with (and not violate) all statutes, laws, rules and regulations relating to non-discrimination against any employees or applicants for employment, including, without limitation, Title VII of the Civil Rights Act of 1964, The Americans with Disabilities Act Amendments Act of 2008, and the California Fair Employment and Housing Act (if Subcontractor/Subawardee is located within California), and shall take affirmative action to ensure that all employment related decisions are made in conformance with all such statutes, laws, rules and regulations; and

(iv) unless it is exempt from doing so, comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility, Voluntary Exclusion-Lower Tier Covered Transactions.

(d) HIPAA Business Associate Agreement. If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the Services, Subcontractor/Subawardee shall execute and deliver PHFE's standard Business Associate Agreement as required by HIPAA.

(e) Lower-tier Subcontractors/Subawardees. Subcontractor/Subawardee shall incorporate all of the terms and conditions of this Agreement into all lower-tier subcontracts that Subcontractor/Subawardee may enter into in connection with this Agreement, and shall ensure that all such lower-tier subcontractors/subawardees and their personnel comply with all of the requirements of this Agreement applicable to Subcontractor/Subawardee, and all of the rules, requirements and restrictions set forth in the Funding Award Agreement, including the Flow Down Provisions, that are applicable to such lower-tier subcontractors'/subawardees' activities.

4. PAYMENT FOR SERVICES

(a) Budget. The total compensation and reimbursements payable to Subcontractor/Subawardee hereunder shall be as set forth in the detailed budget for the Services attached hereto as Exhibit B (the "Budget"), which is made a part hereof and incorporated herein by reference, which Budget is as set forth in the Funding Award Agreement. The maximum amount payable to Subcontractor/Subawardee hereunder shall not exceed the maximum amount set forth in the Budget.

(b) Must Stay Within Budget Time Periods. Subcontractor/Subawardee shall be compensated only for Services actually performed by Subcontractor/Subawardee and within the appropriate time period set forth in the Budget.

(c) Approval of Services by PHFE. All Services must be completed to the satisfaction of PHFE in order to be entitled to payment hereunder.

(d) Funds Available to PHFE. PHFE shall not be obligated to make payment under this Agreement unless the corresponding funds are disbursed to PHFE under the Funding Award Agreement. In the event that PHFE has made payment to Subcontractor/Subawardee under this Agreement and PHFE subsequently does not receive from the Funding Agency for any reason the corresponding payment for the Services performed by Subcontractor/Subawardee or expenses incurred by Subcontractor/Subawardee, then Subcontractor/Subawardee shall refund such payment to PHFE within ten (10) days after written notice from PHFE.

(e) Billing of Expenses and Costs. All expenses and costs shall be billed in accordance with the approved budget. Expenses incurred after the expiration or termination of this Agreement shall be disallowed. Subcontractor/Subawardee shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this Agreement.

(f) Budget Modifications. The Budget may be modified only by written agreement of PHFE and Subcontractor/Subawardee and the prior written approval of the Funding Agency.

5. INVOICING PROCEDURES

(a) Approval by Funding Agency. If required under the Funding Award Agreement, Subcontractor/Subawardee must first submit all timesheets and invoices to the Funding Agency for approval by the Funding Agency. After the Funding Agency has approved a timesheet and invoice submitted by Subcontractor/Subawardee, Subcontractor/Subawardee shall submit the same to PHFE.

(b) Address for Invoices. Subcontractor/Subawardee shall send all timesheets and invoices to the attention of the PHFE Project Director at the address set forth in Section 1 above.

(c) Invoicing Period. All invoices shall be submitted not more frequently than monthly, in arrears and must be submitted to PHFE within 30 days after the end of the applicable month or within 15 days after approval by the Funding Agency (if applicable), whichever is later. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as PHFE may require. If any invoices are not submitted within such time periods, Subcontractor/Subawardee waives (in PHFE's discretion) all rights to payment under such invoices.

(d) Formatting and Requirements of Invoices. All invoices shall be submitted in the form attached hereto as Exhibit D, as it may be modified by PHFE from time to time.

6. TERM AND TERMINATION

(a) Term. Unless earlier terminated as provided herein, the term of this Agreement shall be from October 1, 2013 to September 30, 2014 (the "Term").

(b) Termination Without Cause. Without cause, PHFE may terminate this Agreement by giving 30 days prior written notice to Subcontractor/Subawardee of its intent to terminate this Agreement without cause.

(c) Termination for Cause. With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

i. A material violation or breach of this Agreement by the other party which is not cured within 15 days after written notice from the terminating party;

ii. Any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; or

iii. If either party receives notice from the Funding Agency of the cancellation or termination of, or reduction of funding under, the Funding Award Agreement affecting the Services.

(d) Termination for Lack of Funding. PHFE may terminate this Agreement if for any reason the funding available under the Funding Award Agreement is withdrawn, limited, or impaired.

(e) Cessation Upon Termination. On the effective date of termination, Subcontractor/Subawardee shall cease all further Services under this Agreement, and Subcontractor/Subawardee shall cancel as many outstanding obligations as possible and not incur any additional obligations.

(f) Payment After Termination. Subject to the terms and conditions set forth in this Agreement, upon termination of this Agreement, provided, that PHFE has received the corresponding funds from the Funding Agency under the Funding Award Agreement, PHFE shall pay for any reasonable non-cancellable obligations properly incurred by Subcontractor/Subawardee under this Agreement and in accordance with the Budget prior to termination, and shall pay any amounts due to Subcontractor/Subawardee and properly invoiced under this Agreement for Services performed prior to termination; provided, that if PHFE has terminated this Agreement for reasonable cause under Section 6(c) above, then PHFE shall have the right to offset and deduct from any payments due to

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PHFE 
Subcontractor/Subawardee 

Subcontractor/Subawardee hereunder any damages or losses incurred by PHFE as a result of such violation or breach.

(g) Return of Materials. Upon the expiration or termination of this Agreement, Subcontractor/Subawardee shall immediately promptly return to PHFE all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all other Confidential Information (as defined in below) of PHFE and all Work Product (as defined below). PHFE shall have the right to withhold final payment to Subcontractor/Subawardee until all such items are returned to PHFE.

(h) Surviving Provisions. The provisions of Sections 7 through 16, and any other sections that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive.

7. REPRESENTATIONS AND WARRANTIES. Subcontractor/Subawardee represents, warrants and covenants to PHFE as follows:

(a) Licenses and Permits. Subcontractor/Subawardee maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Subcontractor/Subawardee as a business operator.

(b) Qualifications and Performance. Subcontractor/Subawardee (i) has the experience and skill to perform the Services hereunder, (ii) shall perform the Services in a good and workman like manner and in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices, and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.

(c) Not Debarred. Neither Subcontractor/Subawardee nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. INDEPENDENT CONTRACTOR STATUS

(a) Independent Contractor. Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. It is the parties' intention that

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Subcontractor/Subawardee shall be an independent contractor and not PHFE's employee or agent, and in conformity therewith, that Subcontractor/Subawardee shall retain sole and absolute discretion and judgment in the manner and means of carrying out Subcontractor/Subawardee's Services hereunder. Subcontractor/Subawardee is under the control of PHFE as to the results of Subcontractor/Subawardee's Services only, and not as to the means by which such results are accomplished.

(b) No Power to Bind PHFE. Without limiting the generality of the foregoing paragraph, this Agreement does not designate Subcontractor/Subawardee as the agent or legal representative of PHFE for any purpose whatsoever. Subcontractor/Subawardee is not granted any right or authority to assume or create any obligation or responsibility, or to make any promise or commitment regarding any work, on behalf of or in the name of PHFE or to bind it in any manner, or to make any contract or agreement on behalf of or in the name of PHFE, without the prior written consent from PHFE management. No sales, invoices nor orders for goods or services shall be valid and binding upon PHFE (whether as the provider or the recipient) unless and until accepted by PHFE, at its sole and absolute discretion, through its established channels. PHFE shall not be liable for any obligation incurred by Subcontractor/Subawardee.

(c) No Withholding. Except for tax withholdings that are required by law, neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by PHFE on behalf of Subcontractor/Subawardee or the employees of Subcontractor/Subawardee. Subcontractor/Subawardee and its personnel shall not be treated as employees or PHFE with respect to the Services performed hereunder for federal or state tax purposes or for any other purposes.

(d) No Employee Benefits. Neither Subcontractor/Subawardee nor its personnel shall be eligible for, and shall not participate in, any of PHFE's retirement, health, or other fringe benefit plans.

(e) Workers' Compensation. No workers' compensation insurance shall be obtained by PHFE concerning Subcontractor/Subawardee or Subcontractor's/Subawardee's personnel. Subcontractor/Subawardee shall comply with all workers' compensation laws concerning Subcontractor/Subawardee and its personnel.

(f) Taxes. Subcontractor/Subawardee understands that Subcontractor/Subawardee is responsible to pay, according to law, Subcontractor's/Subawardee's income taxes. If Subcontractor/Subawardee is not an entity, Subcontractor/Subawardee further understands that Subcontractor/Subawardee may be liable for self-employment (social security) tax, to be paid by Subcontractor/Subawardee according to law. Subcontractor/Subawardee shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance

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and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Subcontractor/Subawardee or its employees as a result of or in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee represents and warrants and covenants that it shall report all income earned as a result of this Agreement and pay all federal, state and local income and self-employment taxes and other assessments required to be paid under applicable law. Subcontractor/Subawardee agrees to defend, indemnify and hold PHFE harmless from any and all claims made by federal, state and local taxing authorities on account of Subcontractor's/Subawardee's failure to pay any such federal, state or local income and self-employment taxes or other assessments due as a result of Subcontractor's/Subawardee 's Services hereunder.

(g) Sub-Tier Subcontractors/Subawardees. Subcontractor/Subawardee shall have control over the manner and means of Subcontractor/Subawardee's performance under this Agreement. However, PHFE is engaging Subcontractor/Subawardee for Subcontractor's/Subawardee's unique skills, knowledge, abilities and other attributes. Accordingly, Subcontractors/Subawardees may not use any lower-tier subcontractors/subawardees in the performance of its services hereunder without PHFE's prior written approval. Any lower-tier subcontractors/subawardees who are approved by PHFE must execute all agreements and documents required by PHFE prior to performing any work. Subcontractor/Subawardee shall ensure that all lower-tier subcontractors/subawardees comply with all of the terms and provisions of this Agreement and shall be responsible and liable for all acts and omissions of all lower-tier subcontractors/subawardees as if they were the acts or omissions of Subcontractor/Subawardee.

9. ASSIGNMENT OF WORK PRODUCT.

(a) Ownership of Work Product. Subcontractor/Subawardee agrees that, as between PHFE and Subcontractor/Subawardee, all discoveries, ideas, inventions, and information that Subcontractor/Subawardee may develop (either alone or in conjunction with others), information or work product developed wholly or partially by Subcontractor/Subawardee as part of or related to Subcontractor's/subawardee's retention by PHFE hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence Subcontractor/Subawardee may discover while retained by PHFE, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of PHFE upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.

(b) Assignment. Subcontractor/Subawardee hereby forever assigns to PHFE all right, title and interest in any Work Product designed and/or developed by

PHFE
Subcontractor/Subawardee



Subcontractor/Subawardee or otherwise delivered to PHFE as part of or related to Subcontractor's/Subawardee's retention with PHFE. The Work Product shall be the sole property of PHFE, and all copyrightable and patentable aspects of the Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which PHFE is to be the "author" within the meaning of such Act. All such copyrightable and patentable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by PHFE on their creation, and Subcontractor/Subawardee hereby expressly disclaims any interest in any of them. In the event (and to the extent) that any Work Product or any part or element of them, is found as a matter of law not to be a "Work Made For Hire" within the meaning of the Act, Subcontractor/Subawardee hereby assigns to PHFE the sole and exclusive right, title and interest in and to all such works, and all copies of any of them, without further consideration, and, if such assignment is invalid, Subcontractor/Subawardee hereby grants PHFE a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of Subcontractor/Subawardee's Work Product and to authorize third parties to perform any or all of the foregoing, including through multiple tiers of sublicenses.

(c) Moral Rights Waiver. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of the Work Product, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the Work Product, whether or not such would be prejudicial to Subcontractor's/Subawardee's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "Moral" right. Subcontractor/Subawardee hereby irrevocably transfers and assigns to PHFE any and all Moral Rights that Subcontractor/Subawardee may have in the Work Product. Subcontractor/Subawardee also hereby forever waives and agrees never to assert any and all Moral Rights it may have in the Work Product, even after termination of Subcontractor's/Subawardee's work on behalf of PHFE as part of or related to Subcontractor's/Subawardee's retention with PHFE.

(d) No Liens. Subcontractor/Subawardee shall deliver all Work Product to PHFE free and clear of any and all claims, rights and encumbrances of third parties.

(e) Assignment Documents. Subcontractor/Subawardee will cooperate with PHFE, with PHFE's approval and at PHFE's expense, in obtaining patent, copyright, trademark or other statutory protections for the Work Product in each country in which one or more is sold, distributed or licensed, and in taking any enforcement action, including any public or private prosecution, to protect PHFE's intellectual property rights in or to the Work Product. Subcontractor/Subawardee hereby grants PHFE the exclusive right, and appoints PHFE as

attorney-in-fact, to execute and prosecute in Subcontractor's/Subawardee's name as author or inventor or in PHFE's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. With PHFE's approval and at PHFE's expense, Subcontractor/Subawardee will execute such other documents of registration and recordation as may be necessary to perfect in PHFE, or protect, the rights assigned to PHFE hereunder in each country in which PHFE reasonably determines to be prudent.

(f) No Infringement. Subcontractor/Subawardee represents and warrants that any Work Product delivered to PHFE hereunder will be developed by Subcontractor/Subawardee and shall not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party.

(g) No Harmful Code. With respect to the website and any computer programs or software code ("Software") included in the Services hereunder, Subcontractor/Subawardee represents and warrants that: (i) the Software and its media shall contain no computer instructions or inappropriate functions whose purpose or result is to disrupt, damage or interfere with PHFE's or its affiliates' or their customers' use of or access to the Software or any of their data, programs or computer or telecommunications facilities and (ii) unless expressly authorized in writing by PHFE, such Software shall not contain any mechanism which electronically notifies Subcontractor/Subawardee of any fact or event, nor contain any key, node lock, time-out, logic bomb or other function, implemented by any means, which may restrict PHFE's or its affiliates' or customers' use of or access to the Software or any other programs, data or equipment.

(h) Rights of Funding Agency and Federal Government. All rights to the Work Product assigned or granted to PHFE hereunder shall be subject to any rights of the Funding Agency under the Funding Award Agreement and any rights of the United States Federal Government under applicable laws and regulations.

10. PUBLICATIONS

(a) Right to Publish Works. Subcontractor/Subawardee may, with PHFE's and the Funding Agency's prior written consent, publish articles written by Subcontractor/Subawardee in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee shall submit all such articles for review by PHFE and the Funding Agency at least 60 days prior to the proposed publication date.

(b) Acknowledgment in Publications. On any publication approved by PHFE and the Funding Agency as described above, Subcontractor/Subawardee shall place an acknowledgment of federal government support, and shall include a disclaimer, as appropriate, as follows: "The contents of this publication are solely the responsibility of the

authors and do not necessarily represent the official views of Public Health Foundation Enterprises, Inc. or [Name of Funding Agency]”.

(c) Use of PHFE's or Funding Agency's Name. Subcontractor/Subawardee shall not use in any manner PHFE's name, logo or trademarks without PHFE's prior written consent. Subcontractor/Subawardee shall not use in any manner the Funding Agency's name, logo or trademarks without the Funding Agency's prior written consent.

11. INDEMNIFICATION

(a) By Subcontractor/Subawardee. Subcontractor/Subawardee hereby agrees to indemnify, hold harmless and defend PHFE, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of Subcontractor/Subawardee (or its agents, subcontractors or employees), (ii) Subcontractor's/Subawardee's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by Subcontractor/Subawardee (or its agents, subcontractors or employees) of any its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

(b) By PHFE. PHFE hereby agrees to indemnify, hold harmless and defend Subcontractor/Subawardee, its officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of PHFE, (ii) PHFE's violation of any federal, state or local law or regulation or (iii) the breach by PHFE of any its representations, warranties or agreements under this Agreement.

12. INSURANCE

(a) Required Coverages. Subcontractor/Subawardee shall, unless otherwise agreed in writing by PHFE, maintain: (i) Workers' Compensation insurance, (ii) Professional Liability Insurance and Commercial General Liability Insurance (including broad form contractual and automobile liability coverage), with minimum limits of ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, and (iii) Automobile Liability on each automobile owned by him/her/it or his/her/its agents, subcontractors/subawardees or employees, which is used at any time to carry out Subcontractor's/Subawardee's duties hereunder, with minimum limits of \$100,000 per person and \$300,000 per occurrence for bodily injury. If higher or additional

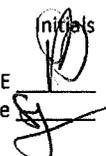
coverages are required under the Flow Down Provisions, Subcontractor/Subawardee shall procure such coverages.

(b) Additional Insureds. All such insurance shall provide that Subcontractor's/Subawardee's insurance is primary and not contributory, shall protect Subcontractor/Subawardee, PHFE and the Funding Agency and their affiliates from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the Services hereunder, or from or out of any negligent act or omission of Subcontractor/Subawardee, its officers, directors, agents or employees. All such insurance shall be written by a responsible insurance company possessing B+ VII rating or better as listed in the Best Guide, shall name PHFE and the Funding Agency as additional insureds for Professional Liability, Commercial General Liability and Automobile Liability only, shall contain a waiver of subrogation with respect to the additional insureds, shall be written on an occurrence basis and shall provide that the coverage thereunder may not be reduced or canceled unless 30 days' prior written notice thereof is furnished to PHFE and the Funding Agency. Certificates of Insurance containing such waiver of subrogation or copies of policies shall be furnished to PHFE upon request.

13. CONFIDENTIALITY

(a) Confidential Information. Subcontractor/Subawardee agrees that during the course of this Agreement, Subcontractor/Subawardee may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by PHFE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of PHFE, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about PHFE and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to PHFE by any third party which PHFE is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than PHFE and is the subject of reasonable efforts to maintain secrecy. Since Subcontractor/Subawardee may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford PHFE protection against its unauthorized use or its use in any manner detrimental to PHFE. Therefore, Subcontractor/Subawardee shall not disclose in any manner

PHFE
Subcontractor/Subawardee



whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this Agreement or at any time thereafter, except as required in the course of Subcontractor's/Subawardee's work with PHFE or except as otherwise provided in this Agreement. Further, Subcontractor/Subawardee shall develop and maintain procedures and take other reasonable steps in furtherance of PHFE's desire to maintain the confidentiality of its Confidential Information.

(b) Funding Agency Confidentiality. Subcontractor/Subawardee shall also comply with all confidentiality obligations imposed by the Funding Agency in the Funding Award Agreement or otherwise.

(c) Return of Documents. All documents and other items which might be deemed the subject of or related to Confidential Information of PHFE's business, whether prepared, conceived, originated, discovered, or developed by Subcontractor/Subawardee, in whole or in part, or otherwise coming into Subcontractor's/Subawardee's possession, shall remain the exclusive property of PHFE and shall not be copied or removed from the premises of PHFE without the express written consent of PHFE. All such items, and any copies thereof, shall be immediately returned to PHFE by Subcontractor/Subawardee upon request at any time and upon termination of this Agreement.

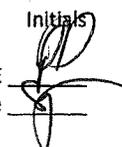
14. NON-SOLICITATION OF EMPLOYEES

During the Term of this Agreement and for two years following the termination of this Agreement, Subcontractor/Subawardee shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by PHFE to leave the employment or engagement of PHFE or otherwise raid the employees of PHFE. Nothing contained in this paragraph shall constitute a waiver by PHFE of any rights it may have if Subcontractor/Subawardee engages in actionable conduct after the two year period referred to above.

15. RECORD RETENTION AND ACCESS TO RECORDS

Subcontractor/Subawardee shall grant to PHFE, the Funding Agency and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of Subcontractor/Subawardee relating to this Agreement or the Services for audit, examination, excerpt and transcription. Subcontractor/Subawardee shall retain all such records for seven (7) years (or longer if required under PHFE's record retention policy, under the Funding Award Agreement or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention - 4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

PHFE
Subcontractor/Subawardee

Initials


16. GENERAL TERMS

(a) Amendments. Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

(b) Governing Law; Venue. This Agreement is entered into in Los Angeles County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.

(c) Equitable Relief. In light of the irreparable harm to PHFE that a breach by Subcontractor/Subawardee of Sections 9, 10, 13 and 14 of this Agreement would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, PHFE shall be entitled to enjoin Subcontractor/Subawardee from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

(d) Binding Agreement. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective agents, employees, heirs, executors, administrators, affiliates, subsidiaries, associates, employees, successors and assigns.

(e) Captions. All captions (section headings) set forth herein are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.

(g) Additional Documents. The parties hereto each agree that they shall execute and, if appropriate, acknowledge any and all additional and other documents, instruments and writings which may be reasonably requested by the other party in order to fully carry out the intent and purpose of this Agreement.

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Initials


(h) Attorneys' Fees; Costs. In the event that any suit in law or equity, arbitration or other formal proceeding is instituted by any party to enforce or interpret any part of this Agreement, or to recover damages for breach thereof, the prevailing party shall, in addition to any such other relief available to such party, be entitled to recover costs of suit incurred therein, and to also recover as an element of such costs (but not as damages) reasonable attorneys' fees incurred by such prevailing party.

(i) Entire Agreement. This Agreement, and all documents referred to in it, or incorporated in it, is an integrated document containing and expressing all terms, covenants, conditions, warranties and agreements of the parties relating to the subject matter hereof. No other or prior agreements or understandings, written or oral, pertaining to the same shall be valid or of any force or effect.

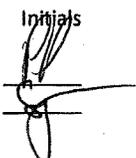
(j) Facsimile or Email Transmissions. A facsimile transmission or transmission by Email of the executed signature page of this Agreement shall be accepted as, relied upon as, and deemed to be, an original.

(k) Fair Interpretation. The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arms length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

(l) No Waiver. No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

(m) Notices. Any notice, demand, consent or other communication required or permitted to be given hereunder shall be made in the English language and shall be so given by personal delivery, by (i) registered or certified (return receipt) or First Class United States Postal Service mail, postage pre-paid, or (ii) recognized overnight national courier service, or (iii) facsimile transmission confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, or (iv) by email confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, addressed to the recipient of such notice at the

PHFE
Subcontractor/Subawardee

Initials


following address or facsimile number, as the case may be, or any other address or facsimile number or email address provided by a party in the manner described hereinabove:

In the case of PHFE, addressed to:

Public Health Foundation Enterprises, Inc.
12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746-3505

Attention: Nancy C. Kindelan, CEO

Facsimile: 562.692.6950

Email: NKindelan@phfe.org

In the case of Subcontractor, addressed to:

City of Long Beach Department of Health and Human Services WIC Program

2525 Grand Ave.

Long Beach, CA 90815

Attention: Judy Ogunji, Director

Facsimile: 562.570.4475

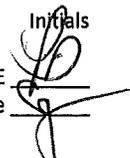
Email: judy.ogunji@longbeach.gov

Any such notice shall be deemed to have been received by the addressee, and service thereof shall be deemed effective, five (5) days following deposit thereof with the United States Postal Service, or upon actual receipt, whichever first occurs, unless the address for delivery is not within one of the United States or its territories or possessions, in which case service shall be effective seven (7) days following deposit, or upon actual receipt, whichever first occurs.

(n) Remedies Non-Exclusive. Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

(o) Severability. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion

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hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.

(p) Limitation of Liability. Except for a breach of sections 9 and 13 above and except to the extent included in a party's indemnification obligations under Section 11 above, in no event shall any party be liable to the other for any indirect, special, incidental, punitive or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not that party has been advised of the possibility of such damage.

(q) Non-Assignability. None of the parties shall assign, transfer, sell, encumber, hypothecate, alienate or otherwise dispose of this Agreement, or any right, title or interest to or in this Agreement, nor shall a party delegate any duty or obligation to be performed hereunder, without the express written consent of the other party having been first obtained, except that any party may assign this Agreement without the consent of the other party in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets so long as the assignee expressly assumes all of the obligations of the assignor under this Agreement. Notwithstanding the foregoing, PHFE may assign this Agreement to an affiliate of PHFE without the consent of the other party. Any attempt to assign this Agreement other than as permitted above shall be null and void.

(r) Signing Person. The individuals signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

[Signatures follow on next page]

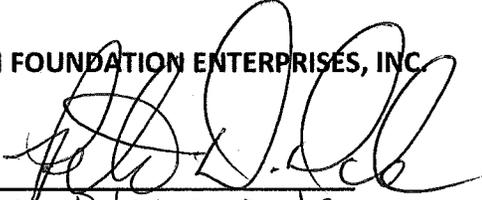
Initials
PHFE
Subcontractor/Subawardee

A handwritten signature in black ink is written over a horizontal line. Above the signature, the word "Initials" is printed. Below the signature, the text "PHFE" and "Subcontractor/Subawardee" are printed.

The undersigned have caused this Subcontract/Subaward Agreement to be executed as of the date first set forth above:

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

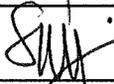
By:


~~Nancy C. Kindelan~~, Peter D. Dale

Chief Executive Officer Director, Contract & Grant Management

SUBCONTRACTOR/SUBAWARDEE

Name: City of Long Beach

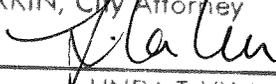
Signature:  Assistant City Manager

Patrick H. West, City Manager
Print Name, Title [If any entity]

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

12/19, 2013
CHARLES PARKIN, City Attorney

By 
LINDA T. VU
DEPUTY CITY ATTORNEY

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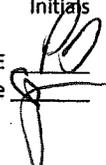


EXHIBIT A
TO SUBCONTRACT/SUBAWARD AGREEMENT

Scope of Work (SOW)

Attached

Initials
PHFE
Subcontractor/Subawardee





Public Health Foundation Enterprises, Inc.

WIC Program

12781 Schabarum Avenue

Irwindale, CA 91706

(626) 856-6650

First 5 LA

MEMORANDUM OF UNDERSTANDING

Program Number 2434.003

Contract Number 08551

This memorandum of understanding is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

FIRST 5 LA GRANTEE

Public Health Foundation Enterprises, Inc
12801 Crossroads Parkway South, Suite 200
City of Industry, CA 91746

COLLABORATIVE PARTNER/CONTRACTOR

LEAD AGENCY

PHFE WIC Program

City of Long Beach Department of Health & Human
Services WIC Program

Contact Person/Title

Denise Gee, Senior Nutritionist

Contact Person/Title

Judy Ogunji, Director

Address

12781 Schabarum Ave., Irwindale, CA 91706

Address

2525 Grand Ave., Long Beach, CA 90815

Telephone

(626) 856-6650 x304

Telephone

(562) 570-4475

E-mail Address

denise@phfewic.org

E-mail Address

judy.ogunji@longbeach.gov

Scope of Work: Describe in detail the activities or services that the collaborative partner or contractor will provide to the lead agency.

I. Purpose

The purpose of this agreement is to specify areas of cooperation and coordination between these two agencies and to maintain an effective working relationship between the PHFE WIC Program and the City of Long Beach Department of Health & Human Services WIC Program as it pertains to the First 5 LA Little by Little (LBL) Project.

Mission Statement

To nourish, educate, support and empower our clients and ourselves.

II. Term

The term of the project is for twelve months (October 1, 2013 – September 30, 2014). The project may be extended by agreement of both parties. Written notice of cancellation of this agreement by either party must be made with 60 days written notice.

III. Indirect Costs

Indirect costs may not exceed 10% of Personnel costs, excluding Fringe Benefits.

IV. Description of Services, and Compensation for Services

The City of Long Beach Department of Health & Human Services WIC Program will work closely with the PHFE WIC Program to provide LBL services at the St. Mary's WIC Center for five months (May 1, 2014 to September 30, 2014). For the purposes of quality assurance, the City of Long Beach Department of Health & Human Services WIC Program gives permission to selected PHFE WIC staff to access the name, WIC ID and date of birth of participants in the City of Long Beach Department of Health & Human Services WIC Program enrolled in the LBL database. (PHFE WIC staff: Mike Whaley, See K Lee, Khanh Huynh, Shannon Whaley, Judy Gomez, Denise Gee, Nelly Mallo, Lu Jiang and Samar McGregor.)

The City of Long Beach Department of Health & Human Services WIC Program will receive up to a total of \$83,105 (to be billed monthly or quarterly) for this work:

1. Signed subcontract agreement with the commitment to continue to actively participate in LBL at one site.
2. Submission of an LBL budget and budget justification with budget approval from PHFE WIC. (Indirect costs may not exceed 10% of Personnel costs, excluding Fringe Benefits.)
3. Provision of LBL services for a minimum of 2000 participants per month for five months (May 2014 through September 2014) at the St. Mary's WIC Center.
4. Maintenance of accurate data entry into the LBL database for all LBL participants.
5. Submission of LBL deliveries, packing slips (original or copy) within 2 business days for all received LBL supplies.
6. Maintenance of secure and accurate receipt, storage and inventory of participant materials.
7. Participation in technical assistance and quality assurance activities.
8. Participation in the progress report process.
9. Participation in the evaluation process.
10. Participation in sustainability planning.
11. Ongoing active participation in the LBL Advisory Committee.

PHFE WIC and the City of Long Beach Department of Health & Human Services WIC Program will maintain regular communication to review all aspects of this project.

V. Administration

The below signatories certify that they have read and understood the nature and scope of this agreement and support it in its entirety. The parties indicate their agreement by their signatures.

Mission Statement

To nourish, educate, support and empower our clients and ourselves.

VI. Indemnification

PHFE WIC and the City of Long Beach Department of Health & Human Services WIC Program agree to indemnify and hold one another free and harmless from and against all claims, losses, liabilities, damage and costs, arising, made, incurred, or suffered, directly or indirectly from negligent acts, errors and omissions caused by their respective organizations, employees, subcontractors or agents in connection with the performance of any duties under this Agreement.

For PHFE:

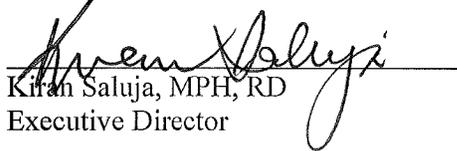


~~Nancy C. Kindelan, CEO~~

2/17/14
Date

Peter D. Dale, Director Contract & Grant Management

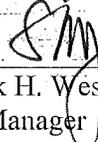
For PHFE WIC:



Kiran Saluja, MPH, RD
Executive Director

2/13/14
Date

For the City of Long Beach Department of Health & Human Services WIC Program:



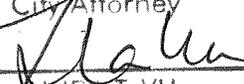
Assistant City Manager
Patrick H. West,
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

1.30.14
Date

APPROVED AS TO FORM

1/23, 2014
CHARLES PARKIN, City Attorney

By 
LINDA T. VU
DEPUTY CITY ATTORNEY

Mission Statement

To nourish, educate, support and empower our clients and ourselves.

EXHIBIT B
TO SUBCONTRACT/SUBAWARD AGREEMENT

Budget

Attach budget and budget narrative. Budget not to exceed \$83,105
Required budget format to PHFE is located at www.first5la.org/contract+renewal+documents
(Detailed Budget Form)



Champions For Our Children

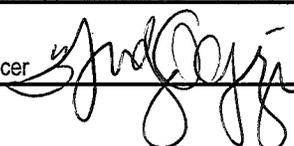
Budget Summary

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: Oct 1, 2013 - Sept 30, 2014

Cost Category		First 5 LA Funds	Matching Funds	Total Costs
1	Personnel	67,512	0	67,512
2	Contracted Svcs (Excluding Evaluation)	0	0	0
3	Equipment	0	0	0
4	Printing/Copying	0	0	0
5	Space	5,807	0	5,807
6	Telephone	1,458	0	1,458
7	Postage	0	0	0
8	Supplies	4,000	0	4,000
9	Employee Mileage and Travel	235	0	235
10	Training Expenses	0	0	0
11	Evaluation	0	0	0
12	Other Expenses (Excluding Evaluation)	0	0	0
13	*Indirect Costs	4,092	0	4,092
TOTAL:		\$83,105	\$0	\$83,105

Nga Kieu 10/15/2013
 Fiscal Contact Person Date
 Judy A. Ogunji Nutrition Services Officer  10/15/2013
 Agency Authorized Signature Date
 Phone # 562-570-4475

First 5 LA Authorized Staff Only	
Program Officer	_____
Finance	_____

*Indirect Costs **MAY NOT** exceed 10% of Personnel cost, excluding Fringe Benefits.

Additional supporting documents may be requested



Champions For Our Children

Section 3

Equipment

Agreement # 08127

Page 4 of 10

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: Oct 1, 2013 - Sept 30, 2014

Equipment description of item	Quantity	Unit Cost	Total Equipment Cost	First 5 LA Funds	Matching Funds	Total Cost
None Request			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
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			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
Total Equipment:			\$0	\$0	\$0	\$0

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
 USE ADDITIONAL SHEETS IF NECESSARY



Champions For Our Children

Sections 5 & 6

Space & Telephone

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: ct 1, 2013 - Sept 30, 201

Space include description, cost per square foot	Footage/Quantity	Unit Cost	Number of Months	Total Space Cost	First 5 LA Funds	Matching Funds	Total Cost
Space - St. Mary's (1.5 FTE x 200 Sq Ft x \$2.52 x 2m)	300	2.52	5	3,780	3,780	0	3,780
Warehouse Space - St. Mary's (\$1 x 200 x 5m)	200	1.00	5	1,000	1,000	0	1,000
Onsite storage costs - St. Mary's (14,497 books/yr x 0.05)	14,497	0.05		725	725	0	725
Space - St.Mary's (.05 FTE x 200 Sq Ft x \$2.52 x 2m) (Administrative)	10	2.52	12	302	302	0	302
					0	0	0
					0	0	0
					0	0	0
				0	0	0	0
				0	0	0	0
Total Space:				\$5,807	\$5,807	\$0	\$5,807

Telephone include # of lines and cost per line	Quantity	Unit Cost	Number of Months	Total Phone Cost	First 5 LA Funds	Matching Funds	Total Cost
St. Mary's (1.5 FTE x \$180 x 5m)	1.5	180.00	5	1,350	1,350	0	1,350
St. Mary's (.05 FTE x \$180 x 5m) (Administrative)	0.05	180.00	12	108	108	0	108
					0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
Total Telephone:				\$1,458	\$1,458	\$0	\$1,458

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY



Champions For Our Children

Sections 7 & 8

Agreement # 08127

Page 7 of 10

Postage & Supplies

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: Oct 1, 2013 - Sept 30, 2014

Postage include description	Quantity	Unit Cost	Number of Months	Total Postage Cost	First 5 LA Funds	Matching Funds	Total Cost
None Request				0	0	0	0
Total Postage:				\$0	\$0	\$0	\$0

Supplies include description	Quantity	Unit Cost	Number of Months	Total Supplies Cost	First 5 LA Funds	Matching Funds	Total Cost
St. Mary's - Other Supplies	1	4,000		4,000	4,000	0	4,000
					0	0	0
					0	0	0
					0	0	0
					0	0	0
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					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
Total Supplies:				\$4,000	\$4,000	\$0	\$4,000

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
 USE ADDITIONAL SHEETS IF NECESSARY



Champions For Our Children

Sections 9 & 10

Employee Mileage/Travel & Training Expenses

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: Oct 1, 2013 - Sept 30, 2014

Employee Mileage/Travel include description	Mileage Quantity	Unit Cost per Mile	Total Mileage/Travel Cost	First 5 LA Funds	Matching Funds	Total Cost
Mileage - St. Mary's (5m)	417	0.565	235	235	0	235
				0	0	0
				0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
Total Employee Mileage/Travel:			\$235	\$235	\$0	\$235

Training Expenses include description, # of people	Quantity	Unit Cost Per Training	Total Training Cost	First 5 LA Funds	Matching Funds	Total Cost
None Request			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
Total Training Expenses:			\$0	\$0	\$0	\$0

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY



Champions For Our Children

Section 11

Evaluation

Agreement # 08127
Page 9 of 10

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: t 1, 2013 - Sept 30, 20

Evaluation Contracted Services	Quantity	Rate of Pay	Total Evaluation Cost	First 5 LA Funds	Matching Funds	Total Cost
None Request			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0

Total Evaluation: \$0 \$0 \$0 \$0

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY



Sections 12 & 13

Agreement # 08127

Page 10 of 10

Other Expenses & Indirect Cost

Champions For Our Children

Agency: City of Long Beach WIC Program

Project Name: One Step Ahead

Agreement Period: Oct 1, 2013 - Sept 30, 2014

Other Expenses include description	Quantity	Unit Cost	Total Other Cost	First 5 LA Funds	Matching Funds	Total Cost
				0	0	0
				0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
Total Other Expenses:			\$0	\$0	\$0	\$0

*Indirect Cost include general purpose for this cost	Total Indirect Cost	First 5 LA Funds	Matching Funds	Total Cost
General Administrative Costs @ 10% S&W	4,092	4,092	0	4,092
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Total Indirect Cost:		\$4,092	\$0	\$4,092

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY

**Budget Narrative, City of Long Beach Department of Health & Human Services WIC Program
One Step Ahead
October 1, 2013 – September 30, 2014 (12 months)**

1. Personnel

Site personnel: St. Mary's WIC Center

Supervising Nutritionist*: The supervising nutritionist will be responsible for providing direct LBL services and administrative functions (including training) related to LBL in the LBL WIC site. She will devote a total of 0.50 FTE to this project for 5 months.

Nutrition Program Assistant*: Nutrition Program Assistants (NPA) will provide direct LBL services and administrative functions in the LBL WIC site. The NPAs devote a cumulative of 1.0 FTEs to the project for 5 months.

Administrator: One administrator will provide overall administration of the contract. This person will devote 0.05 FTE to this project for 12 months.

*Time for the above staff was calculated based on a time study conducted in April 2012 by three pilot LBL sites. In this time study, it was verified that staff take ~1-2 minutes to "screen" for LBL and 3-5 minutes to conduct an "LBL contact". Given the total number of participants served in the site, including administrative time, the total WIC Center Staff time needed to conduct FULL LBL program activities is 1.5 FTE.

Benefits: Benefits are calculated at 65%.

3. Equipment:

None

4. Printing:

None

5/6. Space & Telephone:

Space costs for site space at St. Mary's WIC Center are calculated at 200 sq ft x \$2.52 sq ft x 1.5 FTE x 5 months

Space costs for space for the Administrator are calculated at 200 sq ft x \$2.52 sq ft x 0.05 FTE x 12 months.

Warehouse space costs for St. Mary's WIC Center are calculated at 200 sq ft x \$1.00 x 5 months.

Onsite storage costs are calculated at \$0.05 per book per year for the onsite storage of books.

Telephone and communications costs for St. Mary's WIC Center are calculated at \$180/month x 1.5 FTE x 5 months.

Telephone and communications costs for the Administrator are calculated at \$180/month x 0.05 FTE x 12 months.

7/8. Postage (none) & Supplies:

Supplies: For the purchase of storage cabinets and file drawer cabinets as needed.

9/10. Travel & Training:

Mileage: Mileage costs to and from the administrative office to the Hoover site and to PHFE for advisory meetings.

11. Evaluation:

None

12. Other Expenses

None

13. Indirect costs.

Calculated at 10% of Personnel costs, excluding benefits, consistent with First 5 LA policy.

EXHIBIT C
TO SUBCONTRACT/SUBAWARD AGREEMENT

FLOW DOWN PROVISIONS

Attached prime agreement pages 1 thru 14 of 23



Champions For Our Children
www.First5LA.org

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Kim Belshé

CHIEF OPERATING OFFICER

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CONTRACT

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.

Contract No. 08551

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION
EXPENSE REIMBURSEMENT CONTRACT – REV 3-13

CONTRACT

This Contract is dated October 1, 2013 ("effective date"), and between the **LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION** (aka **FIRST 5 LA**), whose address is 750 North Alameda Street, Suite 300, Los Angeles, California 90012 ("COMMISSION") and Public Health Foundation Enterprises, Inc., whose address is 12801 Crossroads Parkway South, Suite 200, City of Industry, CA 91746 ("CONTRACTOR").

RECITALS

A. **COMMISSION Objectives:**

1. **Vision.** COMMISSION is committed to creating a future throughout Los Angeles County's diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.
2. **Mission.** COMMISSION will work to make significant and measurable progress towards its vision by increasing the number of children from prenatal through age five (5) who are physically and emotionally healthy, safe and ready to learn.
3. **Values.** COMMISSION intends to fulfill its vision and mission by shaping its efforts around five (5) core values:
 - a. **Families.** COMMISSION acknowledges and amplifies the voice of families so that they have the information, resources and opportunities to raise their children successfully.
 - b. **Communities.** COMMISSION strengthens communities by enhancing their ability to support families.
 - c. **Results Focus.** COMMISSION is accountable for defining results for young children and for our success in achieving them.
 - d. **Learning.** COMMISSION is open to new ideas and to modify its approaches based on what it learns.

- e. Advocacy. COMMISSION uses its unique role to build public support for policies and programs that benefit children prenatal through age five (5) and their families.
4. Role of COMMISSION. COMMISSION will continue to serve the following roles:
- a. Community Partner. COMMISSION operates as a community partner to complement, build, and strengthen the efforts and activities of others to have a greater impact on the lives of children and families.
 - b. Trendsetter and Leader. COMMISSION serves as a trendsetter and leader that identifies, funds and replicates innovation, as well as proven solutions to long-standing problems that affect children and families.
 - c. Change Agent. COMMISSION serves as a change agent to help mobilize the broader community to advocate for expectant parents, young children, and their families.
 - d. Convener and Facilitator. COMMISSION serves as a convener and facilitator to bring together individuals, agencies and organizations with common goals.
 - e. Catalyst. COMMISSION serves as a catalyst to promote the sustainability of effective programs for young children and their families.

The parties agree as follows:

I. SCOPE OF WORK

CONTRACTOR shall perform the services as more particularly described in the Performance Matrix, attached as Exhibit A. If required under the Performance Matrix, CONTRACTOR shall deliver to COMMISSION Preliminary Reports and a Final Report within the timeframes set forth in Exhibit A. Any Preliminary Reports or Final Report prepared by CONTRACTOR under this Contract are incorporated into this Contract as Exhibits D and E respectively upon receipt COMMISSION from CONTRACTOR. COMMISSION may amend the Performance Matrix throughout the term of this Contract.

II. PERSONNEL

CONTRACTOR has, or will secure at its own expense, all personnel required to perform the services required under this Contract. All of the services required under this Contract shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform the services. CONTRACTOR's services performed pursuant to this Contract shall be directed by Public Health Foundation Enterprises, Inc., and CONTRACTOR shall not assign another to direct CONTRACTOR's performance of this Contract without COMMISSION's prior written approval.

III. TIME OF PERFORMANCE

CONTRACTOR shall commence the services required under this Contract on the effective date of this Contract, as set forth in the introductory clause. CONTRACTOR shall perform the services and provide deliverables, if applicable, within the timelines indicated in **Exhibit A**.

IV. TERM OF CONTRACT

The term of this Contract shall be from the effective date, as set forth in the introductory clause, through September 30, 2014 ("expiration date"), unless sooner terminated pursuant to this Contract. COMMISSION may revise the term of this Contract prior to final execution of this Contract by all parties.

V. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. As full compensation for CONTRACTOR's services provided under this Contract, COMMISSION shall pay CONTRACTOR a total fee not-to-exceed

_____ , in accordance with the Budget Forms, attached as **Exhibit B**, and in accordance with the payment terms set forth in Paragraph C of this Section V. The total fee includes payment of all taxes and insurance, as well as indirect costs, overhead, materials and supplies. CONTRACTOR's indirect costs shall be limited to ten percent (10%) of CONTRACTOR's personnel costs, excluding fringe benefits. Indirect costs exceeding the ten percent (10%) are CONTRACTOR's sole responsibility. COMMISSION shall not withhold federal or state payroll and other taxes, or other deductions from payments made to CONTRACTOR.

- B. Additional Services. COMMISSION shall not allow any claims for additional services performed by CONTRACTOR unless the additional services are authorized by COMMISSION in writing prior to the performance of the additional services or the incurrence of additional expenses. Any additional services authorized by COMMISSION shall be compensated at a rate mutually agreed to by the parties.
- C. Method of Payment. Not later than the last business day of each month, CONTRACTOR shall submit to COMMISSION invoices for services performed and expenses incurred and paid by CONTRACTOR pursuant to this Contract utilizing an invoice form provided to CONTRACTOR by COMMISSION. All properly completed invoices submitted by CONTRACTOR are collectively incorporated into this Contract as **Exhibit C** upon COMMISSION's receipt of each invoice. CONTRACTOR shall address invoices to the Finance Department at the address specified in Section XXIV. The invoices shall describe in detail the services performed, deliverables provided, if applicable, and actual expenses incurred and paid by CONTRACTOR during the prior month. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall describe and explain the error in CONTRACTOR's subsequent invoice submitted to COMMISSION. COMMISSION shall review the invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts. COMMISSION shall pay CONTRACTOR all undisputed invoice amounts within thirty (30) calendar days of COMMISSION's receipt of a timely submitted invoice. COMMISSION shall make checks payable to Public Health Foundation Enterprises, Inc. If CONTRACTOR fails to timely submit a properly completed invoice on or before the last business day of a month in accordance with this Paragraph C, COMMISSION shall process the late invoice in the subsequent month from COMMISSION's date of receipt and may, in its sole option, be entitled to a sum not to exceed five percent (5%) of the undisputed portion of the invoice as liquidated damages. COMMISSION shall make final payment in accordance with the provisions of this Section V and upon CONTRACTOR's satisfactory performance of all services. In the event COMMISSION reasonably believes COMMISSION has overpaid CONTRACTOR, COMMISSION may seek a financial accounting from CONTRACTOR and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.

VI. EXPENDITURES BY CONTRACTOR

- A. Budget Modifications.

1. Informal Budget Modifications. CONTRACTOR may only make two (2) informal modifications to the budget, as set forth in Exhibit B, during the term of this Contract. Notwithstanding Section XXVI of this Contract, Contractor may:
 - a. Modify an original cost category of Five Thousand Dollars (\$5,000) or less dollars and incur expenses pursuant to an informal budget modification, provided that CONTRACTOR submits a memorandum to COMMISSION with the monthly invoice required under Paragraph C of Section V of this Contract that explains the informal modification; or
 - b. Modify an original cost category that is greater than Five Thousand Dollars (\$5,000) dollars and incur expenses that are less than or equal to ten percent (10%) of the amount of the original cost category pursuant to an informal budget modification, provided that CONTRACTOR submits a memorandum to COMMISSION with the monthly invoice required under Section V.C. of this Contract that explains the informal modification.
2. Formal Budget Modification.
 - a. Notwithstanding Section XXVI of this Contract, prior to incurring any costs, CONTRACTOR shall obtain COMMISSION's prior written approval, pursuant to a formal budget modification, of any modification to an original cost category of Five Thousand Dollars (\$5,000) or more, which modification will exceed ten percent (10%) of the cost category.
 - b. CONTRACTOR shall address and send a request for a formal budget modification to the designated COMMISSION staff, as specified in Paragraph A of Section XVII, with the appropriate "Formal Budget Modification Summary" forms on or before the first (1st) of the month prior to the month in which the actual expenses will be incurred. CONTRACTOR shall not submit a request for a formal budget modification during the first two (2) months or the last quarter of the term of this Contract.

- c. CONTRACTOR is only permitted two (2) approved formal budget modifications during the term of this Contract. COMMISSION's approval of a formal budget modification shall be contingent on CONTRACTOR's timely submission of documentation required by COMMISSION.
- B. CONTRACTOR shall restrict its use of payments made by COMMISSION to CONTRACTOR under Section V of this Contract to CONTRACTOR's performance of the services described in **Exhibit A**. CONTRACTOR shall only use the payments to supplement existing levels of service and not to fund existing levels of service. In no event shall CONTRACTOR or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental general fund money with COMMISSION payments for any purpose.

VII. EXHIBITS

The following exhibits constitute a part of this Contract and are incorporated into this Contract by this reference:

- Exhibit A PERFORMANCE MATRIX
- Exhibit B BUDGET FORMS
- Exhibit F COMPLIANCE GUIDELINES

The following exhibits constitute a part of this Contract and are incorporated into this Contract upon receipt by COMMISSION from CONTRACTOR:

- Exhibit C INVOICE(S)
- Exhibit D PRELIMINARY REPORTS
- Exhibit E FINAL REPORT

If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, the provisions of this Contract shall control.

VIII. INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall at all times remain as to COMMISSION, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of COMMISSION. Neither COMMISSION nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in

this Contract. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of COMMISSION. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Contract, and to indemnify and hold COMMISSION harmless from any and all taxes, assessments, penalties, and interest asserted against COMMISSION by reason of the independent contractor relationship created by this Contract. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold COMMISSION harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to CONTRACTOR under this Contract any amount due to COMMISSION from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Section VIII.

IX. COLLECTION AND EVALUATION OF DATA AND INFORMATION

A. If CONTRACTOR's performance of services under this Contract is, at COMMISSION's direction, strictly limited to gathering data and information regarding one (1) or more of COMMISSION's funding initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process, then the following limitations shall apply to CONTRACTOR's use of the data and information in addition to any other conditions and limitations imposed by this Contract:

1. The data and information collected by CONTRACTOR, in whatever form, shall be the joint property of the parties. To facilitate this joint ownership, CONTRACTOR shall provide data to COMMISSION at time intervals determined by the parties to be appropriate for CONTRACTOR's performance of services under this Contract. COMMISSION may internally use research findings and results generated from the data and information for planning purposes prior to CONTRACTOR's publication of the findings and results. Neither COMMISSION nor CONTRACTOR shall disseminate the data and information beyond its internal staff without the other party's consent. Within thirty (30) calendar days of the expiration or termination of this Contract, CONTRACTOR shall deliver a copy of all collected data and information to COMMISSION's Executive

Director and the designated COMMISSION staff in hard copy and electronic formats.

2. The parties shall determine the timing, format and manner of the dissemination of the data and information and any report of CONTRACTOR's results, conclusions or recommendations. COMMISSION shall attribute the collection and evaluation of the data and information to CONTRACTOR upon dissemination. The parties may enter into a royalty, licensing or reimbursement agreement, as appropriate, for either party's use of the data and information. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge the participation and funding with "Funded without endorsement, by First 5 LA" and shall provide COMMISSION with two (2) copies of the published material.
3. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of the data and information.
4. To the extent permitted by state and federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104-191.), CONTRACTOR shall provide COMMISSION with all collected raw data and information, including individual identifiers, and, upon COMMISSION's request, permit COMMISSION to review collected raw data and information at CONTRACTOR's address specified in Section XXIV of this Contract.
5. CONTRACTOR shall comply with all applicable state and federal laws governing the gathering, use and protection of personal data and information.
6. If applicable, CONTRACTOR shall gather data and information in compliance with the requirements of HIPPA and Institutional Review Boards ("IRBs"), including obtaining informed consents. CONTRACTOR's shall disclose in all informed consent forms used in the performance of this Contract that CONTRACTOR, to the extent permitted by state and federal law, will share data and information gathered pursuant to this Contract with COMMISSION.

X. PROPRIETARY RIGHTS

COMMISSION and CONTRACTOR agree that any copyright in literary, artistic and intellectual works, including software, created by CONTRACTOR in the performance of this Contract is jointly owned by the parties. Any licensing or transfer of the copyright of such works shall not be effective without the mutual consent of the parties.

XI. PROMOTIONAL MATERIALS

If applicable to the performance of services under this Contract, CONTRACTOR shall prominently display all COMMISSION supplied promotional materials, such as educational posters, banners, brochures and fliers at project site(s). CONTRACTOR shall ensure that promotional materials, activities and publications developed in support of the project funded by this Contract conform to the formatting requirements outlined in COMMISSION's Style Guide, including the appropriate display of COMMISSION's logo and funding attribution.

XII. OWNERSHIP OF PERSONAL PROPERTY

All personal property purchased with compensation provided to CONTRACTOR from COMMISSION under this Contract shall become COMMISSION's property upon the expiration or termination of this Contract, unless otherwise agreed to by COMMISSION.

XIII. CONFLICT OF INTEREST

CONTRACTOR shall comply with all applicable conflict of interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. CONTRACTOR shall avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists also when CONTRACTOR has the opportunity to advance or protect CONTRACTOR's own interest or private interest of others, with whom CONTRACTOR has a relationship, in a way that is detrimental to COMMISSION's interest, or potentially harmful to COMMISSION's integrity or fundamental mission. CONTRACTOR shall not provide technical assistance to any COMMISSION grantee, agency or collaborator with whom CONTRACTOR has a prior or existing business relationship. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from COMMISSION during the term of this Contract and shall not use such information for personal or commercial gain outside of the scope of this Contract. CONTRACTOR shall not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the ONE STEP

AHEAD / LITTLE BY LITTLE PROJECT. During the term of this Contract and for one (1) year thereafter, CONTRACTOR shall not knowingly solicit or accept employment or compensation from any COMMISSION collaborator or contractor without COMMISSION's prior written consent.

XIV. INFORMATION TECHNOLOGY REQUIREMENTS

- A. If applicable to the performance of services under this Contract, CONTRACTOR shall coordinate with COMMISSION's Information Technology ("IT") Department regarding the design, development, structure and implementation of IT components required under this Contract, including databases, documents and spreadsheets, and apply, as appropriate, the following IT specifications:
1. Hardware and software compatibility with industry hardware, software and security standards to allow adequate compatibility with COMMISSION's infrastructure.
 2. Open Data Base Connectivity ("ODBC") compliant for data collection and dissemination purposes.
 3. Ability to collect information at the client-level, as necessary.
 4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
 5. Ability to export to and import the data collected.
- B. CONTRACTOR shall timely notify COMMISSION of any major problem with CONTRACTOR's hardware or software that may impact CONTRACTOR's performance of services under this Contract.

XV. INSURANCE

- A. CONTRACTOR, at its own expense, shall obtain and maintain at all times during the term of this Contract the following policies of insurance with the minimum limits indicated below, unless otherwise approved in writing by COMMISSION's Executive Director or designee:
1. Commercial General Liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) Form GC 00 01.

2. Auto Liability coverage on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single minimum limit of one million dollars (\$1,000,000) per accident. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01. For vehicles funded by this Contract that COMMISSION has an ownership interest in, automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of one thousand dollars (\$1,000) per accident and COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.
3. Workers' Compensation Insurance as required by the State of California and with minimum statutory limits and Employers' Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury or disease.
4. Professional Liability coverage with a minimum limit of one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) in annual aggregate. If the policy is on a claims-made basis, the retroactive date must be before the effective date of this Contract or the beginning of CONTRACTOR's performance of services under this Contract. CONTRACTOR shall maintain the insurance for three (3) years after the completion of CONTRACTOR's services under this Contract and if the coverage is cancelled or non-renewed and not placed with another claims-made policy with a retroactive date prior to the effective date of this Contract or the beginning of CONTRACTOR's performance of services under this Contract, CONTRACTOR must purchase extending reporting coverage for a minimum of three (3) years after the completion of CONTRACTOR's services under this Contract.
5. Property Liability coverage on real and personal property on a replacement cost basis, written on a Special Causes of Loss form, including earthquake and flood coverage, and with a maximum deductible of one thousand dollars (\$1,000) per occurrence. COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.
6. Crime Liability coverage with a minimum limit of twenty-five thousand dollars (\$25,000) covering loss of money, securities or other property as a result of employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer

fraud, burglary or robbery. COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.

- B. The policies of insurance required under this Section XV shall be issued by insurers authorized to do business in the State of California, with a minimum A.M. Best's Insurance rating of A:VII, unless otherwise approved in writing by COMMISSION's Executive Director.
- C. The Commercial General Liability and Auto Liability policies, are to contain or be endorsed to contain the "Los Angeles County Children and Families First - Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officers, agents, consultants and employees as additional insureds with respect to liability and defense of claims arising out of work or operations performed by or on behalf of CONTRACTOR.
- D. The Commercial General Liability and Auto Liability policies shall be or endorsed to be primary and non-contributing as respects the "Los Angeles County Children and Families First - Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officers, agents, consultants and employees.. All insurance coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy of insurance.
- E. No policies of insurance provided to comply with this Section XV shall prohibit CONTRACTOR, or CONTRACTOR's employees or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR waives any right of subrogation that CONTRACTOR or CONTRACTOR's insurer may acquire against COMMISSION. CONTRACTOR shall obtain any endorsement that may be necessary to effect this waiver of subrogation. CONTRACTOR's failure to provide COMMISSION with a waiver of subrogation endorsement from CONTRACTOR's insurer(s) shall not relieve CONTRACTOR of its obligations under this Paragraph E.
- F. The policies of insurance required under this Section XV shall be endorsed to state that should the policy be suspended, voided, modified, terminated, or non-renewed the insurer will endeavor to provide thirty (30) days' prior written notice to COMMISSION. If the policies of insurance required under this Section XV are suspended, voided, modified, terminated or non-renewed, CONTRACTOR shall, within two (2) business days of notice from the insurer(s), notify COMMISSION by phone, fax or certified mail, return receipt requested

of the suspension, voiding, modification, termination or non-renewal of the policies.

- G. The requirements of specific coverage features or limits contained in this Section XV are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.
- H. The requirements of this Section XV shall supersede all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs this Section XV.
- I. All insurance coverage and limits provided by CONTRACTOR and available and applicable to this Contract shall apply to the fullest extent of the policies. Nothing in this Contract shall be interpreted as limiting the application of insurance coverage as required under this Section XV.
- J. CONTRACTOR shall deliver certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, to COMMISSION at the address set forth in Section XXIV prior to CONTRACTOR's performance of services under this Contract. Any actual or allege failure on the part of COMMISSION or any other additional insured under these requirements to obtain evidence of insurance required under this Contract in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.
- K. CONTRACTOR may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section XV subject to the approval of COMMISSION's Executive Director. CONTRACTOR shall submit to COMMISSION a copy of the self-insured certificate.
- L. CONTRACTOR shall require all subcontractors performing services under this Contract to comply with all insurance requirements set forth in this Section XV. CONTRACTOR shall obtain certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, from all subcontractors and assumes all responsibility for

EXHIBIT C
TO SUBCONTRACT/SUBAWARD AGREEMENT

FORM OF INVOICE

Attached. Form of invoice acceptable to PHFE is the First 5 LA Invoice format found at:
<http://www.first5la.org/Contract+Renewal+Documents> (Detailed Budget Invoice)