

**SUBCONTRACTOR FOR PARTNERSHIP FOR FAMILIES PROGRAM
ACTIVITIES/SERVICES**

30984

THIS SUBCONTRACT is made and entered into this the 1st day of July 1 2008, by and between the **SOUTH BAY CENTER FOR COUNSELING** located at 360 N. Sepulveda Blvd., #2075, El Segundo, Ca 90245 (hereafter "CONTRACTOR") and **CITY OF LONG BEACH** located at 6335 Myrtle Avenue , Long Beach, CA 90805. (hereafter "SUBCONTRACTOR").

WHEREAS, CONTRACTOR has entered into an Agreement for Partnership for Families Program activities/services with First Five LA County of Los Angeles, (hereafter "Prime Contract").

WHEREAS, in order to fulfill its obligations to First Five LA under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide Partnership for Families Program activities/services.

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provisions of this Subcontract, this Agreement is a Subcontract under the terms of the Prime Contract with FIRST FIVE LA and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the FIRST FIVE LA.

1.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit A to this Subcontract.

2.0 TERMS OF SUBCONTRACT

The terms of this Subcontract shall commence on July 1, 2008 and shall expire on June 30, 2009, unless terminated earlier pursuant to any conditions for termination in the Prime Contract.

2.1 At the request of CONTRACTOR, SUBCONTRACTOR shall attend meetings and/or training sessions as determined by the CONTRACTOR.

2.2 At the request of CONTRACTOR, SUBCONTRACTOR shall participate in program evaluation activities, which include administering pre-, post- client surveys, collaboration partner surveys, and other data collection as required.

3.0 PAYMENT

- 3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$8,518.00 (EIGHT THOUSAND FIVE HUNDRED AND EIGHTEEN DOLLARS) for the term of this Subcontract to provide the activities/services in Section 3.5 of this Subcontract for the following period: July 1, 2008 to June 30, 2009.
- 3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for activities/services provided by the 10th of the following month. CONTRACTOR shall compensate SUBCONTRACTOR by check within **forty-five (45) days** of receipt and approval of monthly invoice with supporting documentation attached.
- 3.3 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.
- 3.4 CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract amount before the subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per Statement of Work.
- 3.5 The SUBCONTRACTOR shall provide the activities/services as detailed in their attached Statement of Work, which has herewith been incorporated as part of this subcontract as Exhibit B.
- 3.6 SUBCONTRACTOR shall provide 166 hours of Capacity Building at the rate of \$51.31 per hour.
- 3.7 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this Subcontract.
- 3.8 FIRST FIVE LA shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any compensation or costs related to this Subcontract.

4.0 THIRD PARTY BENEFICIARY

- 4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of FIRST FIVE LA, and that FIRST FIVE LA is hereby expressly made a third party beneficiary of this Subcontract.

- 4.2 Notwithstanding any other provision of this subcontract, the FIRST FIVE LA does not intend for Subcontractor to acquire any rights as a third party beneficiary of prime contract.

5.0 INDEMNIFICATION

SUBCONTRACTOR shall indemnify, defend and hold harmless FIRST FIVE LA, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Subcontractor's acts and/or omissions arising from and/or relating to this Agreement.

6.0 INSURANCE

Without limiting Subcontractor's duty to indemnify CONTRACTOR during the term of this Agreement, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Agreement. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's Insurance rating of A VII unless otherwise approved in writing as satisfactory to the CONTRACTOR. Certificates or other evidence of insurance coverage and copy (ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to CONTRACTOR at the address specified in Section 30.3 **prior to the commencement of work** under this Agreement. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the CONTRACTOR.

6.1 Notwithstanding any other provisions of this Agreement, failure by SUBCONTRACTOR to maintain the required insurance shall constitute a breach of this Agreement and CONTRACTOR may immediately terminate or suspend this Agreement as a result, or secure alternate insurance at SUBCONTRACTOR'S expense. CONTRACTOR shall ensure that Subcontractors comply with all insurance requirements described in this Section.

6.2 It is specifically agreed by the Parties that this Section 6 shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs Section 15 of the prime contract. Nothing in this Agreement is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its SUBCONTRACTORS shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section 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 wavier if any type.

Evidence of Insurance: Certificate(s) or other evidence of coverage shall be delivered to CONTRACTOR to the attention of:

Mary Hammer
Director
South Bay Center for Counseling
360 N. Sepulveda # 2075
El Segundo, CA 90245

prior to commencing services under this agreement. Such certificates or other evidence shall:

6.3 Liability

CONTRACTOR and Subcontractors shall provide policies of liability insurance of at least the following coverage and limits:

Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate.

Coverage may be on an occurrence or claim basis. If written on a Claims Made form, the SUBCONTRACTOR shall purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

SUBCONTRACTOR'S liability insurance shall be primary and non-contributory. All 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.

6.4 Worker's Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

6.5 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the SUBCONTRACTOR, its officers, or employees with limits of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars

(\$1,000,000) per occurrence for all other types of professional liability. Only SUBCONTRACTORS, who have a professional liability exposure relating to the SUBCONTRACT awarded by this Subcontract, are required to provide evidence of Professional Liability coverage.

6.6 Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident.

Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Grant and for which the CONTRACTOR shall be named as Loss Payee, as their interest may appear.

6.7 Crime Coverage Insurance

Such insurance, if applicable, shall be in an amount up to the amount of the contract, but not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery, or alteration, theft, disappearance and destruction, computer fraud, burglary, and robbery. Crime insurance may be included with Property Insurance unless Property Insurance is not required by this contract.

6.8 Property Coverage

Such insurance shall be required only in the event the Subcontract is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonest coverage, with a deductible no greater than \$1,000 each occurrence. CONTRACTOR shall be named as Loss Payee, as their interest may appear.

6.9 Evidence of Self Insurance Legally adequate evidence of self-insurance meeting the approval of the Commission's Legal Counsel may be substituted for any coverage required above. SUBCONTRACT must submit a copy of the self-insured certificate issued by the State of California.

**SUBCONTRACT FOR PARTNERSHIP FOR FAMILIES PROGRAM
ACTIVITIES/SERVICES**

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR: SOUTH BAY CENTER FOR COUNSELING

Authorized Signature
Print Name and Title

Colleen Mooney
Colleen Mooney, Executive Director

SUBCONTRACTOR:
Name of Agency

CITY OF LONG BEACH

Authorized Signature

Patrick West

Print Name and Title

Patrick West, City Manager

Tax Identification Number

[REDACTED]

Date: 7.25.08

APPROVED AS TO FORM

August 21, 2008
ROBERT E. SHANNON, City Attorney

By Linda Trang
LINDA TRANG
DEPUTY CITY ATTORNEY

Exhibit A

LA
Champions For Our Children

| AGREEMENT # | 00684 |

COMMISSIONERS
Los Angeles County Supervisor
Yvonne Burke
Chair

Jonathan E. Fielding, M.D.M.P.H.
Vice Chair

Nancy Au

Jane Boeckmann

Neal Kaufman, M.D., M.P.H.

Marvin J. Southard, D.S.W.

Evangelina R. Stockwell, Ed.D.

Corina Villaraigosa

Carolyn R. Wilder

EX OFFICIO MEMBERS
Jacquelyn McCroskey, D.S.W.

Cornie Russell

Deanne Tilton

Harriette F. Williams, Ed.D.

EXECUTIVE DIRECTOR
Evelyn V. Martinez

750 N. Alameda Street
Suite 300
Los Angeles, CA 90012
PH: 213.482.5902
FAX: 213.482.5903
www.first5la.org
contact@first5la.org

A public entity.

**LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)**

GRANT AGREEMENT

For

PARTNERSHIPS FOR FAMILIES INITIATIVE

Year 3

FOR THE PERIOD

July 1, 2008 to June 30, 2009

RECEIVED

JUN 30 AM 10: 04

LA COUNTY
CHILD & FAM. FIRST
PROP. 10 COMMISSION
(FIRST 5 LA)

**GRANT AGREEMENT FOR
PARTNERSHIPS FOR FAMILIES INITIATIVE**

This Agreement, made and entered into this 30th day of June 2008, by and between

**LOS ANGELES COUNTY
CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)
Hereinafter referred to as
"COMMISSION"**

and

South Bay Center for Counseling

**Hereinafter referred to as
"GRANTEE,"**

Collectively referred to as the "Parties"

GRANT AMOUNT: \$691,561.00

GRANT NUMBER: 00684

**Los Angeles County Children and Families First
Proposition 10 Commission (AKA First 5 LA)**

PARTNERSHIPS FOR FAMILIES INITIATIVE GRANT

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1. APPLICABLE DOCUMENTS

1.1. Exhibits A – D, inclusive, and E (if applicable), as described below, are attached to and form an integral part of this Agreement, and are hereby incorporated by reference. Exhibits F, G and H, as described below, will be completed by GRANTEE at later dates and forwarded to COMMISSION as specified in Sections 6.7, 6.9, and 9.1 of this Agreement, and are hereby incorporated by reference as mandatory reports that are an integral part of this Agreement.

1.2. In the event of any conflict in the definition or interpretation of any provision of this Agreement and any provision of the Exhibits, or among provisions of the Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

Exhibit A STATEMENT OF WORK, SCOPE OF WORK, and EVALUATION PLAN, SCOPE OF WORK/ PROGRAM IMPLEMENTATION AND EVALUATION PLAN, or LOGIC MODEL, as applicable

Exhibit B BUDGET FORMS

Exhibit C ORIGINAL PROPOSAL

Exhibit D ADDITIONAL REQUIRED DOCUMENTS as listed in GRANT AGREEMENT CHECKLIST

Exhibit E MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORMS (if applicable)

Exhibit F FINAL EVALUATION REPORT (SRI Only)

Exhibit G INVOICE FORM

Exhibit H MID-YEAR AND YEAR-END REPORTS or QUARTERLY REPORTS and SUSTAINABILITY PLAN (if applicable)

2. COMMISSION OBJECTIVES

2.1. Mission Statement

Our mission is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

2.2. Vision

The COMMISSION is committed to creating a future throughout Los Angeles' 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.

2.2.1. Values

We intend to make our vision come true by shaping our efforts around five core values:

- a. Families: We will acknowledge and amplify the voice of families so that they have the information, resources and opportunities to raise their children successfully
- b. Communities: We will strengthen communities by enhancing their abilities to support families.
- c. Results Focus: We will be accountable for defining results for young children and for our success in achieving them.
- d. Learning: We will be open to new ideas and will modify our approaches based on what we learn.
- e. Advocacy: We will use our unique role to build public support for policies and programs that benefit children prenatal through age 5 and their families.

2.3. Goals

We will accomplish our mission by partnering with communities and families in Los Angeles County to make measurable and significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families.

2.4. Program Purpose

COMMISSION is providing funds for specific programs and services proposed by GRANTEE in its Scope of Work and Evaluation Plan, Scope of Work/Program Implementation and Evaluation Plan, or Logic Model, as applicable, (Exhibit A), hereinafter referred to as "Scope of Work," and in its budget (Exhibit B). The purpose of the funds is to assist GRANTEE in providing programs, services, activities, and projects that impact one or more of the three priority goal areas. The funds will assist GRANTEE in improving systems coordination and responsiveness and enhancing organizational and management capacity.

3. CONDUCT OF PROGRAM

- 3.1. GRANTEE shall abide by all terms and conditions imposed and required by this Agreement and shall abide by all subsequent revisions, modifications and administrative changes as agreed upon in writing by both Parties to this Agreement by a written Amendment thereto.
- 3.2. GRANTEE shall in a professional, safe and responsible manner, operate and conduct the programs and services as outlined in the Scope of Work in accordance with the documents which are part of this Agreement, applicable law, and the general standards of care applicable to GRANTEE'S business.

4. TERM OF GRANT

This Agreement shall become effective **July 1, 2008** ("effective date") and shall terminate **June 30, 2009**, ("termination date") unless terminated earlier as provided herein. In no event shall the total approved grant amount exceed \$691,561.00 for all goods, labor and services to be provided by GRANTEE. If applicable, programs that demonstrate success (in relation to the stated objectives in the Scope of Work documents and completion of GRANTEE'S program) during this grant period may be eligible to receive a non-competitive continuation grant for subsequent grant year(s) at the COMMISSION'S sole and exclusive authority only. GRANTEE expressly acknowledges and agrees that grant funding is provided

on a year-to-year basis and that funding beyond the term of this Agreement will be contingent upon factors which include, without limitation, COMMISSION'S annual budget and GRANTEE'S performance.

5. IMPLEMENTATION OF PROGRAM

Implementation of GRANTEE'S funded program must begin within thirty (30) calendar days after the effective date, per Section 4 of this Agreement.

6. PROGRAM EVALUATION AND REVIEW

- 6.1. GRANTEE shall submit a Scope of Work (Evaluation Plan, if applicable) that outlines the scope of GRANTEE'S funded program to evaluate the performance of work completed under this Agreement.
- 6.2. GRANTEE shall participate in the evaluation activity COMMISSION is sponsoring for each of its initiatives, and shall modify GRANTEE'S Scope of Work if directed to do so by COMMISSION based on the information provided in an evaluation. GRANTEE may be required to participate in activities related to an Institution Review Board (IRB) related to Human Subjects Protection.
- 6.3. Any such modifications recommended by COMMISSION to GRANTEE'S Scope of Work (Evaluation Plan, if applicable) are not subject to Section 7.2 of this Agreement.
- 6.4. GRANTEE shall participate in and cooperate with statewide efforts to evaluate Proposition 10 efforts. GRANTEE may opt out of the statewide evaluation efforts only if by participating, the GRANTEE would be violating HIPAA, applicable law, Confidentiality Agreements, and/or any internal Board policies related to the dissemination of confidential data. GRANTEE shall provide written notice to COMMISSION of its decision to opt out. In the event GRANTEE opts out, GRANTEE will still be required to provide aggregate data or completed surveys about systems change and operations accomplished by GRANTEE'S lead agency and its collaborative partners.
- 6.5. GRANTEE shall, at its own expense, participate in and cooperate with any financial and/or program audit activities required by the COMMISSION, County or the State during the four (4) calendar years immediately following the termination of this Agreement. To facilitate any such audit, GRANTEE shall maintain all records and documents associated with its activities pursuant to this Agreement in a place and manner reasonably accessible to the COMMISSION and auditors.
- 6.6. GRANTEE shall establish, maintain and permit reasonable COMMISSION and/or auditor access to case files/records, receipts, payroll records, client/user complaints, monthly/quarterly reports, records required by other provisions of this Agreement and all fiscal records for a period of four (4) years following the termination date and shall establish all necessary mechanisms to keep program data confidential and secure.
- 6.7. GRANTEE shall submit Mid-Year and Year-End Reports or Quarterly Reports (Exhibit H), as applicable, containing basic service level estimates of work completed per grant reporting period by the designated due date provided. GRANTEE may be required to use a secure Internet site to submit basic service data.
- 6.8. As applicable GRANTEE shall submit Sustainability Plan (Exhibit H), detailing the sustainability activities pursuant to the program and services funded under this Agreement.
- 6.9. Within twenty (20) business days or sixty (60) business days (SRI Only) after the termination of this Agreement, GRANTEE shall submit a Year-End Report (Exhibit H) or Final Evaluation

Report (Exhibit F), as applicable, detailing the outcomes of the programs and services provided pursuant to this Agreement.

- 6.10. At any time during GRANTEE'S business hours and upon reasonable notice by COMMISSION, GRANTEE shall allow COMMISSION staff or contractors to evaluate, audit, inspect and monitor its facilities, program operations, and records maintained in connection with this Agreement. The inspection methods that may be used include:

- On-site visits
- Interviews of GRANTEE'S staff and program participants
- Review, examination or audit of case files/records, receipts, client/user complaints, monthly/quarterly reports, and fiscal records
- Inspection of GRANTEE'S internal monitoring and evaluation system

With respect to inspection of GRANTEE'S records, COMMISSION may require that GRANTEE provide supporting documentation to substantiate GRANTEE'S reported expenses and basic service level estimates of work completed.

- 6.11. GRANTEE shall have an annual financial statement and compliance audit performed by a Certified Public Accountant licensed to practice within the State of California. The audit should cover the GRANTEE'S fiscal year. Audit must be submitted to the COMMISSION on an annual basis within 120 days after the close of the GRANTEE'S fiscal year.

6.11.1. If the audit report is not received on or before the required due date and an extension has not been granted by the COMMISSION, the audit requirement shall be considered delinquent and immediate corrective action may be required.

6.11.2. If the GRANTEE fails to produce or submit an acceptable audit, the COMMISSION reserves the right to secure an Auditor and the GRANTEE shall be liable for all COMMISSION costs incurred for the completion of the audit.

- 6.12. GRANTEE shall ensure the cooperation of all subcontractors, employees, volunteers, staff and Board members in any such evaluation, audit, inspection, and monitoring efforts to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION during such processes.

- 6.13. COMMISSION reserves the right to modify this Agreement and the programs and services provided by GRANTEE pursuant to this Agreement based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of GRANTEE'S program and service. The evaluation(s) shall include, but are not limited to, Agreement compliance, and effectiveness of program planning and impact. COMMISSION at its sole discretion will conduct on-going assessments of the program.

- 6.14. With respects to data ownership and confidentiality, the following provisions will be required:

6.14.1. The COMMISSION and GRANTEE will maintain joint ownership of any raw data produced during the course of this Agreement.

6.14.2. To facilitate this joint ownership, the COMMISSION will develop, as applicable, a mechanism for file sharing via the Internet. Until such mechanism is developed, the GRANTEE shall provide data to the COMMISSION at time intervals determined by the COMMISSION and GRANTEE to be appropriate for the work of the project.

- 6.14.3. Both the GRANTEE and the COMMISSION shall implement and comply with HIPAA and adequate procedures to maintain the confidentiality of data and information collected pursuant to this Agreement. GRANTEE shall be responsible for complying with all applicable state and federal laws governing the gathering, use and protection of personal information and the protection of human subjects.

7. MODIFICATION OF AGREEMENT DOCUMENTS

- 7.1. This Agreement constitutes the complete and exclusive statement of understanding between the Parties that supersedes all previous Agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement. No amendment or modification to this Agreement is valid unless the same is in writing and is executed by both Parties. No oral conversation, promise or representation by or between any officer or employee of the Parties shall modify any of the terms or conditions of this Agreement. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Agreement by virtue of its review and approval of, or failure to object to, contracts or other business transactions entered into by GRANTEE.

7.2. PROGRAM Modifications

GRANTEE'S requests for PROGRAM modifications, as opposed to budget modifications provided for in Section 9, must be submitted in writing to COMMISSION or its designee, at least one (1) month prior to the requested effective date of such modification.

- 7.2.1. Program modifications are subject to review and approval by the State prior to COMMISSION approval (SRI Only).

7.3. Time Limits

Request for modifications will not be accepted during the first two (2) months and the final three (3) months of this Agreement period, and not more than TWICE thereafter.

8. MONTHLY FINANCIAL REPORTING

During the duration of this Agreement, GRANTEE shall provide to COMMISSION a Schedule of Monthly and Year to Date Expenses incurred in its performance, using GRANTEE'S Line Item Budget format approved for this Agreement (Exhibit B).

This Schedule shall be verified under penalty of perjury by an officer of GRANTEE and shall be submitted to COMMISSION by the 20th business day of each month for the previous month, beginning August 2008 for the month of July 2008.

9. PAYMENTS AND EXPENDITURES

9.1. Monthly Payments to Grantee

- From the second month through the eleventh month of GRANTEE'S performance under the Agreement and no later than the 20th business day following COMMISSION'S receipt of GRANTEE'S properly completed invoice each month (Exhibit G), COMMISSION shall pay GRANTEE the actual expenses documented on the invoice minus the amount of any unmet cash match per Section 9.6, if applicable, provided that GRANTEE is not in material breach of any aspect of the Agreement. If GRANTEE does not comply with the timeframe set forth above, GRANTEE will be considered out of compliance and may be subject to sanctions

including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.

9.2. Final Payment to Grantee

9.2.1. Not later than the 20th business day of the first month after the end of the **June 30, 2009**, or the date of the satisfactory completion of GRANTEE'S proposed project, if proposed to be less than one year in duration, GRANTEE shall supply to COMMISSION a final completed invoice (Exhibit G) for the grant term and the final evaluation report (Exhibit F) required by Section 6.9.

9.2.2. Within 20 business days of its receipt of such Documents:

- COMMISSION shall pay GRANTEE the balance due of the total approved grant, not to exceed GRANTEE'S total actual approved expenses for the grant year, or GRANTEE shall repay COMMISSION any amount received in excess of total actual approved expenses for the grant year.
- In no event shall GRANTEE be paid more than the total grant amount or receive full payment before the end of the grant period.

9.3. All COMMISSION payments are conditioned upon GRANTEE being in full compliance with all provisions of this Agreement.

9.4. Expenditures by Grantee

All GRANTEE expenditures shall be in accordance with the approved line item budget captions. However, GRANTEE may modify a portion of GRANTEE'S approved budget, if such budget line item is as follows and the COMMISSION has been advised in advance prior to the costs being incurred:

9.4.1. If the original line item is \$5,000 or less dollars, GRANTEE can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section 9.1.

9.4.2. If the original line item is greater than \$5,000 dollars and the change is less than or equal to 10% of the original line item, GRANTEE can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section 9.1.

9.4.3. If the original line item is greater than \$5,000 dollars and the modification is greater than 10% of the line item, GRANTEE must obtain COMMISSION'S *prior written approval* through the COMMISSION'S formal budget modification procedure before incurring expenses pursuant to the modification.

9.4.4. Formal budget modifications must be addressed and sent to the Grants Management Department with the appropriate "Formal Budget Modification Summary" forms on or before the 1st of the month prior to the month in which the expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for modifications under Section will not be accepted during the first two (2) months and last quarter of the term of this Agreement.

- 9.4.5. Only two (2) informal budget modification subject to Sections 9.4.1 and 9.4.2 can be approved during the term of this Agreement.
- 9.4.6. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the grantee.
- 9.4.7. Expenditures and modifications are subject to review and approval by the State (For SRI Only).
- 9.5. If there are any errors contained in any invoice submitted to COMMISSION, GRANTEE shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.
- 9.6. If GRANTEE does not meet the required cash match obligation as by the COMMISSION and as established by Exhibit B, the unmet amount of cash match will be withheld from current and subsequent invoices submitted. Funds withheld may be reimbursed if the cash match obligation is met in subsequent months (SRI only).
- 9.7. GRANTEE will advise COMMISSION of the source and amount of all matching funds used to provide programs and services pursuant to this Agreement.
- 9.8. GRANTEE will advise COMMISSION AND obtain written approval on ALL budget modifications prior to incurring costs (SRI only).
- 9.9. In the event COMMISSION reasonably believes GRANTEE has been overpaid, or in the event GRANTEE fails to timely submit the documents required pursuant to this Agreement, COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- 9.10. All payments by COMMISSION to GRANTEE under this Agreement are restricted for use in the performance of GRANTEE'S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.
- 9.11. Any activities under the line item Capital Improvement/Renovations must be completed within the first year of the grant. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of GRANTEE to comply with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.
- 9.12. In no event shall GRANTEE or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose
- 9.13. In-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred indirect costs exceeding the ten percent will become the responsibility of the GRANTEE.

10. ACCOUNTING

GRANTEE must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles.

11. TANGIBLE REAL AND PERSONAL PROPERTY

GRANTEE must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired with grant funds pursuant to this Agreement, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, date acquired and date and manner disposed of, if applicable. However, COMMISSION reserves the right to request annually updated records for all personal property acquired with program funds provided under this agreement.

COMMISSION and GRANTEE agree that all items of tangible real or personal property purchased with funds provided under this Agreement shall, at COMMISSION'S option, become the property of the COMMISSION upon completion or termination of grant. COMMISSION shall exercise its option to retain items of real or personal property within the thirty (30) calendar days immediately preceding and following the termination of this Agreement. Notwithstanding the foregoing, GRANTEE may request, and COMMISSION may in its sole discretion approve or deny, that GRANTEE retain custody, control or actual ownership of specified items of personal property acquired with grant funds pursuant to this Agreement, following the termination of this Agreement, so long as GRANTEE demonstrates that such property will continue to be used by GRANTEE for purposes consistent with the mission and statutory authority of COMMISSION.

12. PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

12.1 COMMISSION recognizes the unique relationship that the GRANTEE has with Medi-Cal eligible families. It further recognizes the expertise of the GRANTEE in identifying, assessing and case managing the health care needs of Medi-Cal eligible families and children it serves. The COMMISSION, in order to take advantage of this expertise and relationship, may require that GRANTEES supported by Proposition 10 funds to participate in federal, state and local leveraging opportunities. Such participation may include appropriate training, reporting and documentation of allowable activities, services and associated costs. Documentation associated with service delivery, related costs, and/or the tracking of staff time through time survey instruments, as detailed in Exhibit E will be required, if applicable.

12.2 If applicable, GRANTEE shall understand and provide basic health and benefit information and perform health advocacy with targeted families in order to ensure the health and well being of the 0-5 target population and their families. Outreach activities should include information about health and Medi-Cal services that will benefit children to allow them to lead healthy and productive lives. GRANTEE shall provide an explanation of the benefits derived from accessing local health, mental health and substance abuse services and encourage/assist families to utilize these services. GRANTEE shall be knowledgeable regarding available health services, locations of provider sites, and how families can access services. GRANTEE shall assist families to understand basic Medi-Cal, Healthy Families and other insurance information, and assist families where possible to access these programs. GRANTEE program services may include outreach, information, referral, access assistance, and transportation to access eligibility and care.

13. STATUS AS INDEPENDENT CONTRACTOR

GRANTEE is, and shall at all times remain as to COMMISSION, a wholly independent contractor. GRANTEE 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 GRANTEE or any of GRANTEE'S employees, except as set forth in this Agreement. GRANTEE 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.

14. CONFLICT OF INTEREST

It shall be the responsibility of GRANTEE to abide by conflict of interest laws and regulations applicable to the GRANTEE under California law. GRANTEE acknowledges that he/she/it is acting as public official pursuant to this Contract and shall therefore 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 when one has the opportunity to advance or protect one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. GRANTEE shall maintain the confidentiality of any confidential information obtained from the COMMISSION during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, GRANTEE agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the PARTNERSHIPS FOR FAMILIES INITIATIVE. During the term of this Contract and for one year thereafter, GRANTEE shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or GRANTEE without the prior written consent of COMMISSION.

15. PUBLIC STATEMENTS AND MATERIALS

GRANTEE shall indicate prominently in any and all press release(s), statement to the public, electronic media or printed materials (including brochures, newsletters, reports, etc.) related to the programs and services provided pursuant to this Agreement that such programs or services are funded by COMMISSION.

15.1. Proprietary Rights

COMMISSION and GRANTEE agree that all intellectual property, such as software, materials, published documents or reports, data and information developed in connection with this Agreement shall become the sole property of the COMMISSION upon completion or termination of grant, unless otherwise determined by the COMMISSION. GRANTEE may retain a copy all working papers prepared by GRANTEE. During and subsequent to the term of this Agreement, COMMISSION shall have the right to make copies and use the working papers and the information contained therein. GRANTEE shall have the right to consent to and participate financially in any licensing or sales agreement relating to software or equipment developed at the discretion of the COMMISSION. All published documents arising out of the performance of this Agreement shall include, in a prominent location, the statement "Funded without endorsement by First 5 LA."

16. INSURANCE

16.1. Without limiting GRANTEE'S duty to indemnify COMMISSION during the term of this Agreement, GRANTEE shall provide and maintain at its own expense the following programs of insurance throughout the term of this Agreement. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's Insurance rating of A:VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section 31.3 prior to the commencement of work under this Agreement. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.

- 16.2. Notwithstanding any other provisions of this Agreement, failure by GRANTEE to maintain the required insurance shall constitute a breach of this Agreement and COMMISSION may immediately terminate or suspend this Agreement as a result, or secure alternate insurance at GRANTEE'S expense. GRANTEE shall ensure that subcontractors comply with all insurance requirements described in this Section.
- 16.3. It is specifically agreed by the Parties that this Section 16 shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section 16. Nothing in this Agreement is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by GRANTEE and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section 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.

16.4. Liability

GRANTEE and subcontractors shall provide policies of liability insurance of at least the following coverage and limits:

16.4.1. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate.

Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the GRANTEE shall purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

GRANTEE'S liability insurance shall be primary and non-contributory. All 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.

"Los Angeles County Children and Families First – Proposition 10 Commission" (or if abbreviated, "LA Cty Prop 10 Commn."), its officers, agents, consultants and employees are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the GRANTEE.

16.4.2. Workers' Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

16.4.3. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of GRANTEE or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only GRANTEES, who have a professional liability exposure

relating to the Grant awarded by this agreement, are required to provide evidence of Professional Liability coverage.

16.4.4. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident.

Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Grant and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

16.4.5. Crime Coverage Insurance

Such insurance, if applicable, shall be in an amount up to the amount of the grant, but not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have COMMISSION as Loss Payee. Crime insurance may be included with Property Insurance unless Property Insurance is not required by this agreement.

16.4.6. Property Coverage

Such insurance shall be required only in the event the Grant is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

16.5. Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Legal Counsel may be substituted for any coverage required above. GRANTEE must submit a copy of the self-insured certificate issued by the State of California.

17. INDEMNIFICATION

17.1. To the maximum extent permitted by law, GRANTEE shall defend, indemnify and hold harmless COMMISSION, its officers, officials, employees, agents and volunteers, from any losses, injuries, damages, claims, lawsuits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, or arising out of or in any way attributable in whole or in part to GRANTEE'S performance of this Agreement including, without limitation, matters of active or passive negligence on the part of COMMISSION.

17.2. The indemnity provisions set forth in this Section 17 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the COMMISSION. As this Agreement is limited to COMMISSION'S agreement to fund the activities of GRANTEE,

GRANTEE acknowledges that COMMISSION would not award this Agreement in the absence of GRANTEE'S commitment to indemnify and protect COMMISSION as set forth herein.

- 17.3. Without affecting the rights of COMMISSION under any provision of this Agreement or this Section, GRANTEE shall not be required to indemnify or hold harmless COMMISSION for liability attributable to the sole fault of COMMISSION, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception shall apply only in those instances where COMMISSION is shown to have been solely at fault and not in instances where GRANTEE is solely or partially at fault or in instances where COMMISSION'S fault accounts for only a percentage of the total liability. In such cases, the obligation of GRANTEE to indemnify and defend shall be all-inclusive. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT ITS OBLIGATION TO INDEMNIFY AND DEFEND EXTENDS TO LIABILITY ATTRIBUTABLE TO COMMISSION, IF THAT LIABILITY IS LESS THAN THE SOLE FAULT OF COMMISSION.

18. CONFIDENTIALITY

- 18.1. GRANTEE shall maintain the confidentiality of all records, including, but not limited to, records related to this Agreement and client records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality to the extent permitted by law. GRANTEE shall inform all of its employees and agents providing services hereunder of the confidentiality provisions of this Agreement.
- 18.2. GRANTEE shall employ reasonable procedures to assure that the details of the advertising campaigns adhere to laws on confidentiality.

19. ASSIGNMENTS AND SUBCONTRACTS

- 19.1. Any duties or obligations required to be performed by GRANTEE pursuant to this Agreement may be carried out under subcontracts. Subcontractors and assigns disclosed and listed in Exhibit A are hereby approved by COMMISSION. No subcontract shall alter in any way any legal responsibility of GRANTEE to COMMISSION.
- 19.2. Except for subcontractors listed in Scope of Work (Exhibit A) and Budget Forms (Exhibit B), GRANTEE may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COMMISSION, or its designee. In addition, for subcontractors not listed in Scope of Work (Exhibit A) and Budget Forms (Exhibit B), GRANTEE shall submit any subcontracts to COMMISSION for written approval prior to subcontractor performing any work thereunder. Any such attempt at delegation or assignment without COMMISSION'S prior written consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated.
- 19.3. Any change whatsoever in the corporate structure of GRANTEE, the governing body of GRANTEE, the management of GRANTEE, or the transfer of assets of GRANTEE shall be deemed an assignment of benefits under the terms of this Agreement requiring COMMISSION approval.
- 19.4. GRANTEE must submit a memorandum of understanding for each subcontractor listed in Scope of Work and Exhibit B.

20. **COMPLIANCE WITH APPLICABLE LAWS**

- 20.1. GRANTEE shall conform to and abide by all applicable federal, state and local laws, ordinances, codes, regulations, and standards of licensing and accrediting authorities, insofar as the same or any of them are applicable.
- 20.2. GRANTEE is required to comply with Section 3410 of the Public Contracts Code which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.
- 20.3. GRANTEE is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which requires the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. GRANTEE may give preference to suppliers of recycled products and may define the amount of this preference.
- 20.4. Failure by GRANTEE to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

21. **COMPLIANCE WITH CIVIL RIGHTS LAWS**

GRANTEE hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the Americans With Disabilities Act, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination with respect to any programs or services provided by GRANTEE pursuant to this Agreement.

In accordance with Section 4.32.010 *et seq.*, Los Angeles County Code, GRANTEE certifies and agrees that all persons employed by such organization, its satellites, subsidiaries, or holding companies are and will be treated equally by the firm without the regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

22. **NON-DISCRIMINATION IN EMPLOYMENT**

- 22.1. GRANTEE shall take affirmative steps to employ qualified applicants and hereby certifies and agrees that all employees are and will be treated equally during employment without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap in compliance with all applicable Federal and State non-discrimination laws and regulations. This Section applies to, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
- 22.2. GRANTEE shall treat its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap.
- 22.3. Upon request by COMMISSION, GRANTEE shall provide access for COMMISSION'S representatives to inspect GRANTEE'S employment records during regular business hours in order to verify compliance with the provisions of this Section.

23. CRIMINAL CLEARANCE

- 23.1. For the safety and welfare of the children to be served under this Agreement, GRANTEE agrees, as permitted by law, to ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who come in contact with children in the course of their work, volunteer activity or performance of any programs or services pursuant to this Agreement, and shall maintain such records in the file of each such person.
- 23.2. Within thirty (30) days after such information becomes known to GRANTEE, GRANTEE shall notify COMMISSION of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employees, independent contractors, volunteers or subcontractors who come in contact with children while providing services under this Agreement.
- 23.3. GRANTEE agrees not to engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including, but not limited to, the offenses specified in Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following Penal Code sections or any future Penal Code sections which address these crimes:

SECTION	TITLE
261.5	Unlawful sexual intercourse with a minor.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Willful harm or injury to child or child endangerment.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, lewd, immoral or vicious practices in the presence of children.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Oral Copulation.
314	Indecent exposure.
647	Disorderly conduct, including lewd conduct, prostitution, loitering, and intoxication in a public place.
647.6	Annoyance of or molesting a child under age 18.

24. AUTHORIZATION WARRANTY

GRANTEE represents and warrants that the signatories to this Agreement are fully authorized to obligate GRANTEE hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

25. GRANTEE RESPONSIBILITY AND DEBARMENT

- 25.1. GRANTEE is hereby notified that if COMMISSION acquires information concerning the performance of GRANTEE on this or other grant programs which indicates that GRANTEE is not responsible, COMMISSION may, in addition to other remedies provided in this Agreement, debar

GRANTEE from bidding on COMMISSION proposals for a specified period of time and terminate any or all existing Agreements that GRANTEE may have with COMMISSION.

- 25.2. COMMISSION may debar a GRANTEE if it finds in its reasonable discretion, that GRANTEE has done any of the following, including but not limited to: (1) violated any significant terms or conditions of this Agreement; (2) committed any act or omission which negatively reflects on GRANTEE'S quality, fitness or capacity to perform this Agreement with COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or offense which indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.
- 25.3. If there is evidence that GRANTEE may be subjected to debarment, COMMISSION will notify GRANTEE in writing of the evidence that is the basis for the proposed debarment. COMMISSION will advise GRANTEE of the scheduled date for a debarment hearing before the COMMISSION Hearing Board or, at COMMISSION'S discretion, a Hearing Officer.
- 25.4. The COMMISSION Hearing Board or Hearing Officer will conduct a hearing in which evidence on the proposed debarment shall be presented. GRANTEE and/or GRANTEE'S representative(s) shall be given an opportunity to submit evidence at that hearing. After the hearing, the COMMISSION Hearing Board or Hearing Officer shall prepare a proposed decision, which shall contain a recommendation regarding whether GRANTEE should be suspended, and, if so, the appropriate length of time of the suspension. If GRANTEE fails to avail itself of the opportunity to submit evidence to the COMMISSION Hearing Board, GRANTEE may be deemed to have waived all rights of appeal.
- 25.5. Debarment is a breach of this Agreement, and COMMISSION will terminate this Agreement.

26. NON-COMPLIANCE

Non-compliance is defined as: 1) failure of a GRANTEE to comply with the terms of this grant agreement; 2) failure to effectively implement and manage the COMMISSION funded program/project; and/or 3) failure to comply with COMMISSION policies and procedures.

COMMISSION has the authority to impose sanctions for a GRANTEE'S non-compliance, including poor program performance and/or failure to comply with the conditions on a prescribed corrective action plan. The sanctions vary in severity and may be of a progressive nature and may include, without limitation, increased monitoring and auditing requirements, budget reduction, modification of timelines, and termination of grant with debarment from future funding opportunities. GRANTEE will refer to the COMMISSION Guidelines for Grant/Contract Compliance for more information on this Section.

27. INTERPRETATION AND ENFORCEMENT OF AGREEMENT

27.1. Validity

The invalidity, unenforceability or illegality of any provision, paragraph, sentence, word, phrase or clause of this Agreement shall not render the other provisions thereof invalid.

27.2. Governing Laws, Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of California. GRANTEE agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the county of Los Angeles.

27.3. Waiver

Any waiver by COMMISSION of any breach of any of the provisions, covenants, terms, and conditions herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other provision, covenant, term, or condition herein contained, nor shall failure on the part of COMMISSION to require exact, full and complete compliance with any of the provisions, covenants, conditions, terms and conditions herein contained be construed as in any manner changing the terms of the Agreement or preventing COMMISSION from enforcing the provisions of this Agreement.

27.4. Caption and Section Headings

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

27.5. Attorneys Fees and Costs

In the event that either party hereto is forced to bring legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit.

28. **INFORMATION TECHNOLOGY REQUIREMENTS**

GRANTEE will be responsible for coordinating with COMMISSION'S Information Technology (IT) Department regarding the design, development, structure and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of GRANTEE'S program:

- A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION'S infrastructure.
- B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
- C. Ability to collect information at the client-level, as necessary.
- D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
- E. Ability to export to and import the data collected.
- F. GRANTEE will be required to obtain a digital certificate to submit documentation to COMMISSION electronically for recording and processing by COMMISSION staff. Digital certificate must be obtained from approved Certificate Authority (CA) vendor providing a Public Key Infrastructure (PKI). Digital certificate must be maintained by GRANTEE throughout contract period.

29. **TERMINATION**

29.1. In the case of a material breach of this Agreement, including, but not limited to, GRANTEE'S failure to provide the programs and services detailed in the Scope of Work in a satisfactory manner, and the mismanagement or misuse of grant funds by GRANTEE or its employees, subcontractors or agent, COMMISSION may terminate this Agreement and grant funding pursuant to this Agreement. Termination of services provided by GRANTEE pursuant to this Agreement shall be effected by delivery to GRANTEE of a seven (7) day advance written notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

29.2. After receipt of a notice of termination and except as otherwise directed by COMMISSION, GRANTEE shall:

- To the extent possible, continue to perform the services required under this Agreement until the effective date of termination.
- Cease provision of services under this Agreement on the effective date of termination.

29.3. After receipt of a notice of termination, GRANTEE shall submit to COMMISSION, in the form and with the certification as may be prescribed by COMMISSION, an invoice for expenses incurred until the effective date of termination. Such claim and invoice shall be submitted promptly. COMMISSION will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of GRANTEE to submit the invoice within the time allowed, COMMISSION may determine, on the basis of information available to COMMISSION, the amount, if any, due to GRANTEE with respect to the termination, and such determination shall be final. After such determination is made, COMMISSION shall pay GRANTEE the amount so determined as full and complete satisfaction of all amounts due GRANTEE under this Agreement for any terminated services.

30. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

COMMISSION'S payment obligations pursuant to this Agreement are payable solely from funds appropriated by COMMISSION for the purpose of this Agreement. GRANTEE shall have no recourse to any other funds allocated to or by COMMISSION. GRANTEE acknowledges that the funding for this Agreement is limited to the term of the Agreement only, with no future funding promised or guaranteed.

The COMMISSION and the GRANTEE expressly agree that full funding of the Program over the entire Term of Grant is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County's share of those revenues to the COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating the COMMISSION'S receipt of Proposition 10 tax revenues, or any other unexpected material decline in the COMMISSION'S revenues, the COMMISSION may reduce or eliminate funding for subsequent grant years at a level that is generally proportionate to the reduction.

31. NOTICES

31.1. Any notices, reports, or invoices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during GRANTEE'S and COMMISSION'S regular business hours or by facsimile before or during GRANTEE'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

31.2. Notices to GRANTEE

Notices will be sent to GRANTEE addressed as follows:

Program Contact Person	Telephone	E-mail
Mary Hammer	310 414-2090	mhammer@sbccglobal.net
Fiscal Contact Person	Telephone	E-mail
Ernesto De los Santos	310 414-2090	ernestodisantos@sbccglobal.net
Agency Name	South Bay Center for Counseling	
Agency Address	360 N. Sepulveda Blvd #2075 El Segundo, Ca 90245	

31.3. Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA
Attention: Evelyn V. Martinez, Executive Director
750 North Alameda Street, Suite 300
Los Angeles, California 90012

With a copy of any Agreement changes or modifications to:

Craig A. Steele
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

31.4. Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any provisions of this Agreement, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

31.5. Reports

Agreement documents and reports should be addressed and mailed to the appropriate COMMISSION Program Officer at the address listed above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

32. **AGREEMENT SIGNATURES**

In WITNESS WHEREOF, this Agreement has been executed as of the date set forth above by the respective duly authorized signatories below. By signing below, the authorized signatory for the GRANTEE represents that he or she has read and agrees to all the terms of this Agreement.

GRANTEE:

South Bay Center for Counseling
360 North Sepulveda Blvd., Suite 2075
El Segundo, CA 90245

Agreed & Accepted:

Colleen Mooney Executive Director
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

Colleen Mooney
SIGNATURE

6/25/08
DATE

PRINT NAME and TITLE of AUTHORIZED SIGNATORY

SIGNATURE

DATE

NOTE: IF GRANTEE IS A CORPORATION, TWO SIGNATURES MAY BE REQUIRED

AND

COMMISSION:

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST -
PROPOSITION 10 COMMISSION (aka FIRST 5 LA)
750 North Alameda Street, Suite 300
Los Angeles, California 90012

Approved as to form:

Craig A. Steele

CRAIG A. STEELE, LEGAL COUNSEL

6/30/08
DATE

Agreed & Accepted:

Evelyn V. Martinez
EVELYN V. MARTINEZ, EXECUTIVE DIRECTOR

6/30/08
DATE

I. Organizational (i.e., Grantee and Collaborative) Capacity Building

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
<p>Improved capacity to coordinate service planning and delivery</p>	<ul style="list-style-type: none"> ▪ 5 trainings on referral and data sharing procedures amongst collaborative partners ▪ 175 and 100% of families who sign release of information forms ▪ 6 and 46% of collaborative partners who sign client information release forms 	<ul style="list-style-type: none"> ▪ Capacity building trainings and monthly FS monthly collaboration meetings reinforce referral procedures and allow for data sharing. ▪ All families who voluntarily agree to participate in the program sign a release of information stating “information about me and my family will be confidential and will be used only by staff of the Partnership for Families program, and service providers who will be serving me”. ▪ All partners providing a direct service through PFF sign client information release forms. 	<ul style="list-style-type: none"> ▪ Program Coordinator- SBCC/Rose City Research ▪ IHOC’s from NCADD South Bay, City of Inglewood, Institute for Black Parenting, Pacific Asian Counseling Services, Southern California Indian Center ▪ IHOC’s from NCADD South Bay, City of Inglewood, Institute for Black Parenting. PFF agency contact at Richstone Family Center, South Bay Youth Project, 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
<p>Increased network of collaborative social service providers AND non-traditional partners (e.g. community groups, local business, faith-based organizations, etc.)</p>	<ul style="list-style-type: none"> ▪ 13 and 100% of collaborative partners who consistently implement agreed upon referral and data sharing procedures 	<ul style="list-style-type: none"> ▪ All agencies that provide direct services coordinate directly with the program coordinator/director on referral and data sharing procedures. 	<p>South Bay Center for Counseling</p> <ul style="list-style-type: none"> ▪ All PFF agencies 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09
	<ul style="list-style-type: none"> ▪ 13 partner agencies provide direct recruitment strategies for the high risk pregnant women while 18 partners are aware of the criteria for high risk pregnant women referrals. ▪ 13 funded PFF collaborative partners with MOU's. and 18 collaborative partners without MOU's 	<ul style="list-style-type: none"> ○ Outreach to local hospitals, health clinics, faith based community, and Asian Pacific Islander/American Indian organizations. Agencies also make appropriate high risk pregnant women referrals from their existing clients. A faith based community representative is present at each monthly Family Support collaboration meeting. ○ Monthly FS collaboration meeting provides outreach opportunities to all 31 Family Support collaboration agencies. 	<ul style="list-style-type: none"> ○ All PFF agencies (Connections for Children, City of Inglewood Parks & Rec, City of Long Beach Centers for Family & Youth, Institute for Black Parenting, Long Beach YMCA, Pacific Asian Counseling Services, Project Touch, NCADD South Bay, Richstone Family Center, Rose City Research, San Pedro Community Legal Services, South Bay Youth Project, Southern CA Indian Center) 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> 25 types of services/supports provided by collaborative partners. These include intensive services for family needs in domestic violence, mental health, and substance abuse: case management, care planning, individual/family counseling, substance abuse treatment, Parent Child Interactive Therapy, and legal services. Family support services: parenting skills, mommy and me, parent support groups, child care resources, employment training, tutoring, child development information, pre-natal care education, non-traditional parent/child centered activities, linkages to playgrounds, reading groups, Neighborhood Action Councils, teen sports programs. Community capacity building: Parent Leadership Trainings, Conflict Resolution and Mediation capacity building trainings. 	<ul style="list-style-type: none"> The PFF Statement of Work provided by each collaborative partner outlines the types of services/supports to be provided to PFF clients. PFF Program Director has coordinated with agencies to provide a specific direct or indirect service to families and/or the collaborative. A PFF committee comprised of 5 collaborative members and PFF Program Director, Coordinator, and Clinical Director is used to assist in the process of determining upcoming capacity building trainings and topics. 	<ul style="list-style-type: none"> PFF contact at collaborative agency, PFF Program Director, PFF Program Coordinator 	<ul style="list-style-type: none"> 7/1/08-6/30/09
<p>Increased collaborative capacity and cohesion</p>	<ul style="list-style-type: none"> Document shared goals, objectives, and resources Document nature of partner involvement (including in monthly reports, meeting agendas, and minutes submitted to First 5 LA 13 collaborative partners with leadership roles in the initiative 	<ul style="list-style-type: none"> Monthly FS Collaboration meeting provides update on PFF implementation, referrals and resources. Each PFF partner submits a monthly narrative report with numbers served through direct services and capacity building. Sign-in sheets are used for all community capacity building events which documents participant demographic information and the number of children 0-5 served. Each partner provides both outreach and a specific direct or indirect service to PFF clients. 	<ul style="list-style-type: none"> Program Director/Program Coordinator PFF contact at collaborative agency PFF contact at collaborative agency 	<ul style="list-style-type: none"> 7/1/08-6/30/09 7/1/08-6/30/09 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> 6 and 30% of program staff and collaborative partners involved in CQI process 	<ul style="list-style-type: none"> Implementation of the Plan-Do-Study-Act cycles (PDSA) that are part of the Breakthrough Series Collaborative will involve coordination between DCFS and the case management team who engages families. Monthly FS Collaboration meeting and collaborative capacity building events provide greater collaborative cohesion. 	<ul style="list-style-type: none"> All PFF agencies 	<ul style="list-style-type: none"> 7/1/08-6/30/09
<p>Increased knowledge of staff/partners and clients of available resources and how to access them</p>	<ul style="list-style-type: none"> A minimum of 20 different types of resources and resource materials developed and/or provided to program staff and collaborative partners. These include flyers, brochures, collaborative capacity building trainings, invitations to professional learning exchanges, Bi-annual SBCC School Readiness Conference, and collaborative partner events. 	<ul style="list-style-type: none"> Monthly FS collaboration meeting provides a forum to discuss ongoing resources and materials available to the collaboration. Resource table at each meeting allows for partners to share printed materials. Collaborative capacity building trainings provide resources for program staff working with the PFF target populations. 	<ul style="list-style-type: none"> PFF contact at collaborative agency 	<ul style="list-style-type: none"> 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> 95% of program staff who demonstrate knowledge of available collaborative/community resources 123 and 70% of referrals among collaborative partners for community resources 113 and 65% of clients reporting that resources are available and accessible to them 	<ul style="list-style-type: none"> Monthly FS collaboration meetings, weekly case management meetings and collaborative capacity building trainings provide updated information on collaborative resources. Partner announcements during the FS collaboration meeting provide the collaboration with updated information on partner events, fund raisers, and professional learning exchanges. The weekly case management meeting allows the PFF Clinical Director and Program Coordinator will work with the case management team to provide the most appropriate collaborative service/supports for clients. PFF case managers make appropriate referrals and work to address issues such as transportation that may restrict the accessibility of resources to clients. 	<ul style="list-style-type: none"> PFF contact at collaborative agency Program Coordinator, Program Director, Clinical Director, Case managers from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center IHOc's from the City of Inglewood, Institute for Black Parenting and NCADD South Bay. 	<ul style="list-style-type: none"> 7/1/08-6/30/09 7/1/08-6/30/09 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ 95 of clients linked to community based resources upon program completion 	<ul style="list-style-type: none"> ▪ Partners provide quality, culturally competent services and provide opportunities to become connected to community services. Linkage to School Readiness Centers and Neighborhood Action Councils. 	<ul style="list-style-type: none"> ▪ IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center. PFF contact at collaborative agency 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09
<p>Increased skill set of program staff and collaborative partners around evidence-based and best practices</p>	<ul style="list-style-type: none"> ▪ 12 and 92% of program staff and collaborative partners who are trained in community engagement strategies 	<ul style="list-style-type: none"> • Each PFF collaborative partner has specific strategies to engage pregnant women. Southern California Indian Center and Pacific Asian Counseling Services provide engagement specific to the Indian and API populations. The PFF case management agencies are trained to engage DCFS referred families. 	<ul style="list-style-type: none"> ○ PFF contact at Connections for Children, City of Inglewood Parks & Rec, City of Long Beach Centers for Family & Youth, Institute for Black 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ 12 and 92% of program staff and collaborative partners who are trained in outreach and engagement strategies for high-risk pregnant teens/women and DCFS-referred families ▪ 15 professional development activities (i.e. trainings, conference attendance, continuing education, etc.) 	<ul style="list-style-type: none"> • Program Coordinator provides technical assistance on outreach through site visits, e-mail, and telephone contact. Participation in collaborative capacity building trainings, First 5 LA grantee capacity building trainings, SBCC School Readiness Conference, local and regional conferences • Collaborative capacity building trainings are open to partners. Monthly FS Collaboration meeting presents opportunities for partner participation in a variety of professional development activities. 	<ul style="list-style-type: none"> ▪ Parenting, Long Beach YMCA, Pacific Asian Counseling Services, Project Touch, NCADD South Bay, Richstone Family Center, San Pedro Community Legal Services, South Bay Youth Project, Southern CA Indian Center) ▪ Program Coordinator, Program Director ▪ Program Coordinator, Program Director 	<ul style="list-style-type: none"> • 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ 10 or 75% of IHOC's, Program Coordinators, and partners participating in professional development activities ▪ Improvements in program practices resulting from increased knowledge of evidence-based practices. 	<ul style="list-style-type: none"> • Partner agencies play a role in choosing topics that will be presented as collaborative capacity building. Partners are invited to participate in a variety of professional development activities including First 5 LA trainings, SBCC Bi-Annual School Readiness Conference • Internal evaluation reporting on program practices provides regular feedback to the collaborative. Capacity Building Evaluations provide feedback and direction on subsequent collaborative trainings. 	<ul style="list-style-type: none"> ▪ PFF contact at collaborative agency ▪ Program Coordinator, Rose City Research Consultants 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09
<p>Improved quality of program services</p>	<ul style="list-style-type: none"> ▪ 123 and 70% of clients who report satisfaction with the level of knowledge of program staff 	<ul style="list-style-type: none"> ▪ The weekly case management meeting allows the PFF Clinical Director and Program Coordinator will work with the case management team to provide the most appropriate collaborative service/supports for clients. IHOC's participate in collaborative capacity building trainings, First 5 LA trainings, SBCC School Readiness Conference, partner trainings and events. 	<ul style="list-style-type: none"> ▪ Program Coordinator, Clinical Director, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ 123 and 70% of clients who report satisfaction with the level of support of program staff ▪ 70% of clients who report satisfaction with resources provided through PFF ▪ 123 and 70% (and % improvement if appropriate) of clients reporting adequate response time for receiving resources 	<ul style="list-style-type: none"> ▪ PFF IHOC's make contact weekly with clients and coordinate with partner agencies for referrals. Service plans are created with family input to provide customized supportive services that adequately support family needs. ▪ Service plans are created with family input to provide customized supportive services that adequately support family needs. Monthly FS collaboration meeting allows communication between partners to address issues, and improve services. Program Coordinator provides technical assistance through site visits, e-mail, and telephone contact. ▪ All program staff has direct contact with Program Coordinator and Clinical Director to handle time sensitive requests and crisis issues. Emergency Support service requests are handled during the weekly case management meeting. 	<ul style="list-style-type: none"> ▪ IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Service, and Southern California Indian Center ▪ PFF contact at collaborative agency ▪ Program Coordinator, Case managers from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> 112 and 64% of DCFS-referred families and high risk pregnant teens/women who are retained in the program for the agreed upon time period 123 and 70% of PFF alumni reporting satisfaction with referrals for community-based resources following involvement in program 	<ul style="list-style-type: none"> Providing family centered culturally competent services. Feedback from PFF evaluation team and internal evaluation tools allow the collaborative to improve services through evidence based practice. Service plans are created with family input to provide customized supportive services that adequately support family needs. IHOC's work to meet the changing needs of clients. 	<ul style="list-style-type: none"> Program Coordinator, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center Program Coordinator, Clinical Director, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center. DCFS Community Based Liaison. 	<ul style="list-style-type: none"> 7/1/08-6/30/09 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
<p>Improved capacity to conduct effective outreach and engagement strategies for high-risk pregnant teens/women and DCFS-referred families</p>	<ul style="list-style-type: none"> Improvements in program resulting from CQI process 	<ul style="list-style-type: none"> The DCFS Community Based Liaison attends one PFF case management meeting per month to discuss the engagement process. 	<ul style="list-style-type: none"> Program Coordinator, Program Director, Clinical Director, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center. DCFS Community Based Liaison. 	<ul style="list-style-type: none"> 7/1/08-6/30/09
<p>Improved capacity to conduct effective outreach and engagement strategies for high-risk pregnant teens/women and DCFS-referred families</p>	<ul style="list-style-type: none"> 25 outreach and engagement strategies. Including individual outreach strategies by each of the 13 PFF agencies, coordination with local high schools, health clinics, hospitals, SBCC school readiness program, SPA 8 Neighborhood Action Councils, collaboration with the faith based community. 	<ul style="list-style-type: none"> Attend health and resource fairs in SPA 8 to provide outreach to high risk pregnant women. Coordinate with the Pregnancy Help Center, and the South Bay Health Resource Clinic. Continue and expand services for high risk pregnant teenagers at Gardena and Thomas Riley High Schools. Provide three pregnancy support groups for women and a one support group for fathers. Initial groups will last eight weeks and will continue with additional enrollment. All agencies in the FS collaboration is aware of the criteria for making appropriate referrals for high risk pregnant women. Each agency has access to PFF flyers and is updated on PFF activities at the monthly FS Collaboration meeting. 	<ul style="list-style-type: none"> Program Coordinator PFF contact at collaborative agency. All FS Collaboration agencies 	<ul style="list-style-type: none"> 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> 53 and 70% of DCFS-referred families who enroll in PFF 	<ul style="list-style-type: none"> Program Coordinator coordinates with DCFS Community Based Liaison to schedule family engagements. IHOC's from the PFF case management agencies engage DCFS referred families at the DCFS Office in Torrance. The family is provided with information about the program and services provided through the collaboration. Intakes are subsequently completed at a location of the families choosing. IHOC's work with families to create a service plan based on family input. 	<ul style="list-style-type: none"> Program Coordinator, DCFS Community Based Liaison, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> 7/1/08-6/30/09
<p>Improved data systems (including data collection and management)</p>	<ul style="list-style-type: none"> 5 and 30% of staff receive training on the use of the FAF and other program assessment tools. The types of staff include IHOC's, Program Coordinator, and PFF Data Entry Staff. 	<ul style="list-style-type: none"> PFF IHOC's, Program Coordinator and PFF Data Entry Staff will receive on-going training and technical assistance on the FAF. 	<ul style="list-style-type: none"> Program Coordinator, PFF data Entry Clerk, IHOC's from City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ 2 completed assessment tools are completed for active/open cases ▪ 2 follow-up assessment tools for closed cases ▪ 13 and 100% of collaborative partners complete the Wilder and Role inventories. 16 and 100% of program staff complete the Wilder and Role inventories. 	<ul style="list-style-type: none"> ▪ PFF Intake form is completed by every PFF participant which includes demographic information, preliminary assessment of services, psychological assessment, and consent form. FAF completed by IHOC's within the first month of working with the family and again at program termination ▪ Follow up surveys provide feedback from program alumni, and FAF closing summary completed by IHOC's ▪ FS collaboration meeting allows the Program Coordinator to update the collaborative on evaluation activities and confirm 100% participation in on-line surveys. 	<ul style="list-style-type: none"> ▪ Program Coordinator, PFF data Entry Clerk, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center ▪ Program Coordinator, PFF data Entry Clerk, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center ▪ Program Coordinator, all PFF agencies. 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ Increase reliability and validity of FAF assessment data (and comparable tool for high-risk pregnant teens/women) ▪ 80% of data cleaned weekly and uploaded into First 5 LA data system ▪ Increase reliability and validity of program data entered/uploaded in First 5 LA data system 	<ul style="list-style-type: none"> ▪ IHOC's to complete the FAF assessment within the first month of working with the family and attend all related First 5 LA trainings. ▪ Adherence to all grant deadlines for submission of data, participation in all First 5 LA trainings on use of data system ▪ Data entry clerk will attend all First 5 LA trainings on use of data system and will be solely responsible for entering lead agency data. Program Coordinator and partner agencies will attend all data system trainings. FAF data will be entered by the PFF IHOC's and imported into the First 5 LA data system. 	<ul style="list-style-type: none"> ▪ IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center ▪ Program Coordinator, PFF Data Entry Staff, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
<p>Increased capacity to use and share information and data to improve programs</p>	<ul style="list-style-type: none"> ▪ 6 and 38% of program staff and collaborative partners who participate in trainings on program evaluation ▪ 10 activities involving review and discussion of data. These include site specific evaluation reporting, capacity building training evaluations, collaborative capacity building training by Rose city Research. ▪ 6 and 46% of collaborative partners upload agreed upon client data into the First 5 LA data system. 7 and 50% of program staff upload agreed upon client data into the First 5 LA data system. 	<ul style="list-style-type: none"> ▪ PFF partner Rose City Research will provide on-going training for the lead agency and will provide a capacity building training on evaluation and evidence based practice ▪ Monthly FS collaboration meeting and weekly case management meetings include evaluation activities and reporting. Capacity Building training on evaluation and evidence based practices by Rose City Research. ▪ PFF IHOC's, Program Coordinator and PFF Data Entry Staff, and partners who provide direct services to clients will upload all required data. 	<ul style="list-style-type: none"> ▪ PFF staff at Rose City Research ▪ Program Coordinator, Program Director, PFF staff at Rose City Research ▪ Program Coordinator, PFF Data Entry Staff, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ Description of how data are used to improve programs ▪ 4 and 30% of program staff and collaborative partners who provide feedback on the site-specific evaluation plan ▪ 6 and 38% of staff participate in First 5 LA learning exchanges 	<ul style="list-style-type: none"> ▪ Site specific evaluation plan provides reporting on demographics and quality of collaborative services. Capacity building evaluations provide feedback and direction for subsequent trainings. ▪ Program Coordinator/Program will work with Rose City Research Consultants to finalize a site specific evaluation plan to provide feedback on collaborative services. ▪ IHOC's will participate in upcoming conference. Program Coordinator and Data Entry Staff will participate in all evaluation trainings and other First 5 LA trainings. 	<ul style="list-style-type: none"> ▪ Program Director, Program Coordinator, Rose City Research Consultants ▪ Program Director, Program Coordinator, Rose City Research Consultants ▪ Program Coordinator, PFF Data Entry Staff, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, Pacific Asian Counseling Services, and Southern California Indian Center 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
	<ul style="list-style-type: none"> ▪ 15% improvement in ROLE scores ▪ PFF Evaluation Workgroup meetings attended by grantee evaluation staff once monthly 	<ul style="list-style-type: none"> ▪ Monthly FS Collaboration meeting and collaborative capacity building events provide greater collaborative cohesion. ▪ Program Coordinator will continue to participate in monthly evaluation workgroup and coordinate with evaluation team on all initiative evaluation activities. 	<ul style="list-style-type: none"> ▪ Program Coordinator, all PFF agencies ▪ Program Coordinator 	<ul style="list-style-type: none"> ▪ 7/1/08-6/30/09 ▪ 7/1/08-6/30/09

II. Community Strengthening

Short-term Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
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Short-term Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
<p>Increased community awareness, understanding, and action around the prevention of child maltreatment</p>	<ul style="list-style-type: none"> ▪ 10 community engagement strategies used ▪ 26 and 100% of zip codes where PFF materials have been distributed ▪ 15, organizations, groups, and individuals get involved in community-based prevention efforts as a result of PFF community engagement strategies. These include Neighborhood Action Councils (Inglewood, Lennox) who provide outreach to the community about child abuse prevention. School Readiness Centers (Lennox, Wilmington, Gardena, and Lawndale) provide workshops to strengthen families. Faith Based Community (all of SPA 8) attend the month FS collaboration meeting and work to integrate PFF service providers with their work. 	<ul style="list-style-type: none"> ▪ Parent Leadership trainings, community capacity building trainings “Impact of Domestic Violence on Children”, Conflict Resolution/Anger Management, collaboration with School Readiness Centers, connection with Neighborhood Action Councils (NAC’s), recruitment of families to participate in the Casey Family Programs “Powerful Families Program” ▪ Coordination with FS collaboration partner agencies and other community based organizations to distribute PFF materials. The Bi-annual SBCC School Readiness conference allows for the distribution of PFF materials for over 700 residents in SPA 8. ▪ Parent Leadership Trainings work with NAC’s to create projects related to child abuse prevention. Community capacity building trainings on Conflict Resolution and Impact of Domestic Violence on Children engage community groups and organization to participate. Local health clinics and hospitals make refers for high-risk pregnant women. 	<ul style="list-style-type: none"> ▪ Program Coordinator, PFF Staff at Project Touch, City of Long Beach Center for Families and Youth ▪ Program Director, Program Coordinator and all FS collaborative agencies ▪ Program Coordinator, PFF Staff from Long Beach YMCA, Project Touch, IHOC’s from the City of Inglewood, Institute for Black Parenting and NCADD South Bay. 	<ul style="list-style-type: none"> • 7/1/08 -6/30/09 • 7/1/08 -6/30/09 • 7/1/08 -6/30/09

Short-term Outcomes	Performance Measures	Strategies	Collaborative Staff Responsible	Timeline
<p>Increased social support for families</p>	<ul style="list-style-type: none"> ▪ 26 and 15% of clients that participate in parent support groups ▪ 26 and 15% of PFF alumni who help to support other PFF clients ▪ 35 clients that report access to role models, natural helpers, and informal supports during and/or after involvement in PFF program ▪ 44 and 25% of families who say it is easy to find someone to talk to about raising their children within 6 months of program participation and 1 year after program completion 	<ul style="list-style-type: none"> ▪ Three PFF agencies SBCC, NCADD South Bay, and Richstone Family Center all have parent support groups in both English and Spanish that is offered to all clients by IHOC's. ▪ Parent Leadership Classes provide opportunities for graduates to become advocates and instructors, participants in the Lennox Conflict Resolution/Anger Management refer other families to program. ▪ Parent Leadership classes, connection to SPA 8 Neighborhood Councils, Connection to School Readiness Centers, Sports and Recreation Programs. ▪ Connection to SPA 8 Neighborhood Action Councils, School Readiness Centers, Sports and Recreation Programs, Faith Based Community. 	<ul style="list-style-type: none"> ▪ Program Coordinator, IHOC's from the City of Inglewood, Institute for Black Parenting, NCADD South Bay, PACS, and SCIC ▪ Program Director, Program Coordinator and all FS collaborative agencies ▪ Program Director, Program Coordinator and all FS collaborative agencies ▪ Program Director, Program Coordinator and all FS collaborative agencies 	<ul style="list-style-type: none"> • 7/1/08 -6/30/09 • 7/1/08 -6/30/09 • 7/1/08 -6/30/09

III. Family Strengthening

Performance Measures		Strategies		Collaborative Staff Responsible	Timeline
Increased parenting knowledge, skills, behavior and satisfaction	10% improvement of FAF scores in sections D & E or other measure TBD for pregnant teens/women	<ul style="list-style-type: none"> Parenting classes, pre-natal care education, pregnancy support groups, Parent Child Interactive Therapy. 	<ul style="list-style-type: none"> PF contact at Richstone Family Center, South Bay Youth Project, NCADD South Bay 	<ul style="list-style-type: none"> 7/1/08 -6/30/09 	
Improved family awareness of available resources (caregiver supports) and how to access them	15% improvement of FAF scores in section C or other measure to be determined for pregnant teens/women	<ul style="list-style-type: none"> Connection with NAC's, Parent leadership training projects connections for children, linkage to SR centers providing access health care 	<ul style="list-style-type: none"> IHOc's from NCADD South Bay, City of Ingleswood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> 7/1/08 -6/30/09 	
Increased parent coping	10% improvement of FAF scores in section H or other measure to be determined for pregnant teens/women	<ul style="list-style-type: none"> Conflict Resolution/Anger Management, Parent Leadership trainings, parent support groups, pregnancy support groups, linkage to employment training 	<ul style="list-style-type: none"> IHOc's from NCADD South Bay, City of Ingleswood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> 7/1/08 -6/30/09 	

Performance Measures		Strategies	Collaborative Staff Responsible	Timeline
Decreased family stressors	10% improvement in overall scores on FAF or other measure to be determined for pregnant teens/women	<ul style="list-style-type: none"> Access to emergency support funds, linkage to employment training, parenting classes, Linkage to School Readiness Centers, Conflict Resolution/Anger Management capacity building, and pregnancy support groups. 	<ul style="list-style-type: none"> PPF Staff at Project Touch, IHOC's from NCADD South Bay, City of Ingleswood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> 7/1/08 -6/30/09
Decreased social isolation	15% improvement of FAF scores in section C or other measure to be determined for pregnant teens/women	<ul style="list-style-type: none"> Connection to Neighborhood Action Councils, faith based community, parent support groups, pregnancy support groups, individual counseling, School Readiness Centers, employment training. 	<ul style="list-style-type: none"> PPF staff at South Bay Youth Project, IHOC's from NCADD South Bay, City of Ingleswood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> 7/1/08 -6/30/09

Performance Measures		Strategies		Collaborative Staff Responsible		Timeline
<p>Increased positive and nurturing relationships</p>	<p>15% improvement of FAF scores in sections D, E & F or other measure to be determined for pregnant teens/women</p>	<ul style="list-style-type: none"> ▪ Conflict Resolution/Anger Management capacity building, pregnancy support groups, Parent Child Interactive Therapy, Parenting classes and pregnancy support groups. 	<ul style="list-style-type: none"> ▪ PPF Staff at Project Touch, Richstone Family Center, IHOC's from NCADD South Bay, City of Inglewood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		
<p>Increased family interactions and communications</p>	<p>10% improvement of FAF scores in sections D, E & F or other measure to be determined for pregnant teens/women</p>	<ul style="list-style-type: none"> ▪ Linkage to play groups, mommy and me classes, Parent Child Interactive Therapy, individual/family counseling, community capacity building "Impact of Domestic Violence on Children", Conflict Resolution/Anger Management capacity building. 	<ul style="list-style-type: none"> ▪ SBCC Therapists, PPF Staff at Richstone Family Center, IHOC's from NCADD South Bay, City of Inglewood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		

Performance Measures		Strategies	Collaborative Staff Responsible	Timeline
<p>Increased parent functioning</p>	<p>15% improvement of PAF scores in sections B, H & F or other measure to be determined for pregnant teens/women</p>	<ul style="list-style-type: none"> ▪ Access to emergency support funds, linkage to employment training, Linkage to School Readiness workshops on topics such as budgeting, debt, career planning, nutrition, Conflict Resolution/Anger Management capacity building, Parent leadership trainings. 	<ul style="list-style-type: none"> ▪ PFF Staff at Project Touch, PFF Staff at Long Beach YMCA, IHOC's from NCADD South Bay, City of Inglewood, Institute for Black Parenting, Pacific Asian Counseling Services, and Southern Californian Indian Center 	<ul style="list-style-type: none"> • 7/1/08 -6/30/09

Performance Measures		Strategies		Collaborative Staff Responsible		Timeline
Increased child functioning	100% of children identified with behavioral concerns, based on the Behavioral Concerns/Observation Checklist portion of the Family Assessment Form	<ul style="list-style-type: none"> ▪ Staff will identify and assess children with concerns. 	<ul style="list-style-type: none"> ▪ IHOC's from NCADD South Bay, City of Inglewood, Institute for Black Parenting. Southern California Indian Center, Pacific Asian Counseling Services 	<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		
	100% of children that are identified as having behavioral concerns will receive referral for services	<ul style="list-style-type: none"> ▪ Individual counseling, Parent Child Interactive Therapy, tutoring services, youth sports programs, connection to School Readiness Program. 		<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		
	100% of children who got a referral and received services	<ul style="list-style-type: none"> ▪ IHOC will follow up to ensure linkage or connection to referral was made. 		<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		
	100% of children who received an initial assessment will receive a subsequent assessment (closeout), using the Behavioral Concerns/Observations Checklist portion of the FAF (if applicable)	<ul style="list-style-type: none"> ▪ IHOC will complete closing assessment using the Behavioral Concerns/Observations Checklist on each child who had an initial assessment as applicable at case closing. 		<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		
	65% of children who presented behavioral concerns at intake concerns no longer exist at closeout based on the Behavioral Concerns/ Observation Checklist.	<ul style="list-style-type: none"> ▪ IHOC will follow up to ensure connection to community linkage was successful. 		<ul style="list-style-type: none"> • 7/1/08 -6/30/09 		

Performance Measures		Strategies		Collaborative Staff Responsible		Timeline
Increased family cohesion	10% improvement of FAF scores in sections D, E & F or other measure to be determined for pregnant teens/women	<ul style="list-style-type: none"> Individual counseling, Parent Child Interactive Therapy, tutoring services, youth sports programs, connection to School Readiness Program, and Neighborhood Action Councils. 	<ul style="list-style-type: none"> PFF Staff at South Bay Youth Project, Richstone Family Center IHOC's from NCADD South Bay, City of Ingleswood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> 7/1/08-6/30/09 		
Improved child safety and permanency	70 and 93% of program participants do not receive a subsequent referral to DCFS hotline while enrolled in PFF program	<ul style="list-style-type: none"> Access to emergency support funds, parenting classes, linkage to employment training, Linkage to School Readiness workshops on topics such as budgeting, debt, career planning, nutrition, Conflict Resolution/Anger Management capacity building, Parent leadership trainings 	<ul style="list-style-type: none"> Program Coordinator, IHOC's from NCADD South Bay, City of Ingleswood, Institute for Black Parenting, PACS, and SCIC 	<ul style="list-style-type: none"> 7/1/08-6/30/09 		