

1 Subcontractor. Exhibit "A" is attached to this Subcontract and incorporated by reference.
2 Subcontractor shall comply with HHS' Notice of Award in performing its obligations under
3 this Subcontract unless the context clearly indicates otherwise. Subcontractor shall
4 request clarification from Contractor regarding whether or not specific portions of the Notice
5 of Award apply. A breach of the Notice of Award shall be a breach of this Subcontract.

6 3. TERM OF SUBCONTRACT. The term of this Subcontract shall
7 commence on September 30, 2015 and shall expire on September 29, 2016, unless
8 otherwise extended by Contractor at its sole discretion or terminated earlier pursuant to
9 any of the conditions for termination in the Notice of Award.

10 4. PAYMENT.

11 A. Contractor shall compensate Subcontractor a total maximum
12 contract sum not to exceed Sixty-Five Thousand Thirty-One Dollars (\$65,031) for
13 the term of this Subcontract to provide the services designated in Section 2 of this
14 Subcontract, unless otherwise amended by Contractor.

15 B. Contractor shall have no obligation to pay for any work
16 performed by Subcontractor except for those services which are expressly
17 authorized pursuant to this Subcontract and which are provided during the term of
18 this Subcontract.

19 C. Contractor shall disburse the funds payable hereunder in due
20 course of payments following receipt from Subcontractor of monthly billing
21 statements in a form approved by Contractor to be submitted on or before the 15th
22 day of the calendar month for services rendered during the preceding month, and
23 conditioned on the Contractor's receipt of the quarterly progress report from
24 Subcontractor.

25 D. Contractor shall have no obligation to pay Subcontractor until
26 and unless Contractor receives quarterly progress reports that summarizes
27 Subcontractor's performance under this Subcontract during the immediately
28 preceding progress period, and that describes Subcontractor's progress in providing

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the services stated in Exhibit "A".

E. Contractor's obligation to pay Subcontractor arises only after receipt of funds from HHS under the Notice of Award.

F. Subcontractor shall submit invoices on a monthly basis. Subcontractor shall prepare and submit monthly invoices within fifteen (15) calendar days after the end of the month in which services were provided. Attached to each invoice shall be documentation to support the invoiced amounts. Failure to submit a completed invoice with proper back-up documentation may result in late payment of the invoice. Contractor reserves the right to refuse payment of invoices received sixty (60) days after the services were provided.

G. Subcontractor shall maintain all records relating to the performance of this Subcontract in accordance with generally accepted accounting principles and in the manner prescribed by Contractor. Subcontractor's records shall be current, complete and available for inspection and audit during its normal business hours, during the term of this Subcontract and for a period of three (3) years after termination as deemed necessary by the City Auditor, any other representative of the City, and HHS or any duly authorized representative of HHS. Subcontractor shall provide access to all documents and materials relating to Contractor and to Subcontractor's operations, and Subcontractor shall provide any information that the City Auditor, other City representatives, HHS, and HHS's representatives require in order to monitor and evaluation Subcontractor's performance. Subcontractor shall provide all reports, documents or information requested by City or HHS within three (3) days after a written or oral request from a City or HHS representative, unless a longer period of time is otherwise expressly stated by said representative. Each month, Subcontractor shall submit performance reports certified by one of Subcontractor's officers or its Executive Director identifying the services performed.

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5. ANTI-DISCRIMINATION.

A. In the performance of this Subcontract, Subcontractor shall not discriminate against any employee, applicant for employment or service, or subcontractor because of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability or handicap. Subcontractor shall take affirmative action to assure that applicants are employed or served, and that employees and applicants are treated during employment or services without regard to these categories. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Subcontractor shall permit access by City or any other agency of HHS, state or federal governments to Subcontractor's records of employment, employment advertisements, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the fair employment practices provisions of this Subcontract.

6. INDEPENDENT SUBCONTRACTOR.

A. In performing services hereunder, Subcontractor is and shall act as an independent subcontractor and not as an employee, representative, or agent of City. Subcontractor's obligations to and authority from the City are solely as prescribed herein. Subcontractor expressly warrants that it will not, at any time, hold itself out or represent that Subcontractor or any of its agents, volunteers, subscribers, members, officers or employees are in any manner officials, employees or agents of City. Subcontractor shall not have any authority to bind City for any purpose.

B. Subcontractor acknowledges and agrees that a) City will not withhold taxes of any kind from Subcontractor's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on

1 Subcontractor's behalf, and c) City will not provide and Subcontractor and
2 Subcontractor's employees are not entitled to any of the usual and customary rights,
3 benefits or privileges of City employees.

4 7. NON-ASSIGNMENT. This Subcontract contemplates the personal
5 services of Subcontractor and Subcontractor's employees. Subcontractor shall not
6 delegate its duties or assign its rights hereunder, or any interest herein or any portion
7 hereof, without the prior written consent of Contractor which the Contractor may withhold
8 in its discretion. Any attempted assignment or delegation shall be void, and any assignee
9 or delegate shall acquire no right or interest by reason of such attempted assignment or
10 delegation.

11 8. THIRD PARTY BENEFICIARY.

12 A. Contractor and Subcontractor understand and agree that this
13 Subcontract is entered into for the benefit of HHS, and that HHS is hereby expressly
14 made a third party beneficiary of this Subcontract.

15 B. Notwithstanding any other provision of this Subcontract, HHS
16 does not intend for Subcontractor to acquire any rights as a third party beneficiary
17 of Notice of Award.

18 9. INDEMNIFICATION.

19 A. Subcontractor shall indemnify, protect and hold harmless City,
20 its Boards, Commissions, and their officials, employees and agents ("Indemnified
21 Parties"), from and against any and all liability, claims, demands, damage, loss,
22 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
23 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
24 in connection with (1) Subcontractor's breach or failure to comply with any of its
25 obligations contained in this Agreement, or (2) negligent or willful acts, errors,
26 omissions or misrepresentations committed by Subcontractor, its officers,
27 employees, agents, subcontractors, or anyone under Subcontractor's control, in the
28 performance of work or services under this Agreement (collectively "Claims" or

1 individually "Claim").

2 B. In addition to Subcontractor's duty to indemnify, Subcontractor
3 shall have a separate and wholly independent duty to defend Indemnified Parties at
4 Subcontractor's expense by legal counsel approved by City, from and against all
5 Claims, and shall continue this defense until the Claims are resolved, whether by
6 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
7 breach, or the like on the part of Subcontractor shall be required for the duty to
8 defend to arise. City shall notify Subcontractor of any Claim, shall tender the
9 defense of the Claim to Subcontractor, and shall assist Subcontractor, as may be
10 reasonably requested, in the defense.

11 10. INSURANCE.

12 A. Without limiting Subcontractor's indemnification of HHS, and
13 during the term of this Subcontract, Subcontractor shall provide and maintain at its
14 own expense the following programs of insurance against claims for injuries to
15 persons or damage to property that may arise from or in connection with the
16 performance of this Contract by Subcontractor, its agents, representatives,
17 employees, volunteers or subcontractors. Such programs and evidence of
18 insurance shall be satisfactory to HHS and the City, and shall be primary to, and not
19 contributing with, any other insurance maintained by HHS.

20 i. Commercial general liability insurance (equivalent in
21 scope to ISO form CG 00 01 11 85 or CG 00 01 1093) in an amount not less
22 than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
23 (\$2,000,000) general aggregate. Such coverage shall include but not be
24 limited to broad form contractual liability, cross-liability, independent
25 contractors liability, and products and completed operations liability. The
26 City, its Boards and Commission, and their officials, employees and agents
27 shall be named as additional insureds by endorsement (on the City's
28 endorsement form or on an endorsement equivalent in scope to ISO form CG

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20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to the City, its Boards and Commission, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code.

iii. Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

iv. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

v. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

vi. Blanket Honesty Bond in an amount equal to at least fifty percent (50%) of the total amount to be disbursed to Subcontractor hereunder or Twenty-Five Thousand Dollars (\$25,000), whichever is less, to safeguard the proper handling of funds by employees, agents or representatives of Subcontractor who sign as the maker of checks or drafts or in any manner authorize the disbursement or expenditure of said funds.

If delivering services to minors, seniors, or persons with disabilities, Subcontractor's Commercial General Liability insurance shall not exclude coverage for abuse and molestation. If Subcontractor is unable to provide abuse and molestation coverage, it can request a waiver of this coverage from the City. The City's Risk Manager will consider waiving the requirement if Subcontractor can demonstrate to the satisfaction of the City's Risk Manager that Subcontractor has no exposure, that the coverage is unavailable, or that the coverage is unaffordable. If a request for a waiver is desired, Subcontractor must submit a signed document on Subcontractor's letterhead to the Director of the City's Department of Health and

1 Human Services, who will forward it to the City's Risk Manager, providing reasons
2 why the insurance coverage should be waived. Waivers will be considered on a
3 case by case basis.

4 B. Any self-insurance program, self-insured retention, or
5 deductible must be separately approved in writing by the City's Risk Manager or
6 his/her designee and shall protect the City, its Boards and Commission, and their
7 officials, employees and agents in the same manner and to the same extent as they
8 would have been protected had the policy or policies not contained retention or
9 deductible provisions. Each insurance policy shall be endorsed to state that
10 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
11 days prior written notice to the City, and shall be primary and not contributing to any
12 other insurance or self-insurance maintained by the City. Subcontractor shall notify
13 the City in writing within five (5) days after any insurance required herein has been
14 voided by the insurer or cancelled by the insured.

15 C. Subcontractor shall require that all contractors and
16 subcontractors that Subcontractor uses in the performance of services under this
17 Contract maintain insurance in compliance with this Section unless otherwise
18 agreed in writing by the City's Risk Manager or his/her designee.

19 D. Prior to the start of performance, Subcontractor shall deliver to
20 the City certificates of insurance and required endorsements for approval as to
21 sufficiency and form. The certificate and endorsements for each insurance policy
22 shall contain the original signature of a person authorized by that insurer to bind
23 coverage on its behalf. In addition, Subcontractor, shall, within thirty (30) days prior
24 to expiration of this insurance, furnish to the City certificates of insurance and
25 endorsements evidencing renewal of the insurance. The City reserves the right to
26 require complete certified copies of all policies of Subcontractor and Subcontractor's
27 contractors and subcontractors, at any time. Subcontractor shall make available to
28 the City's Risk Manager or his/her designee during normal business hours all books,

1 records and other information relating to the insurance coverage required herein.

2 E. Any modification or waiver of these insurance requirements
3 shall only be made with the approval of the City's Risk Manager or his/her designee.
4 Not more frequently than once a year, the City's Risk Manager or his/her designee
5 may require that Subcontractor, Subcontractor's contractors and subcontractors
6 change the amount, scope or types of coverages if, in his or her sole opinion, the
7 amount, scope, or types of coverages herein are not adequate.

8 F. The procuring or existence of insurance shall not be construed
9 or deemed as a limitation on liability relating to Subcontractor's performance or as
10 full performance of or compliance with the indemnification provisions of this Contract

11 11. HIPAA BUSINESS ASSOCIATE AGREEMENT. The Health
12 Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable
13 to the services under this Subcontract, and Subcontractor shall execute and deliver City's
14 standard Business Associate Agreement as required by HIPAA.

15 12. MISCELLANEOUS.

16 A. The City Manager or designee is authorized to administer this
17 Subcontract and all related matters, and any decision of the City Manager or
18 designee in connection herewith shall be final.

19 B. Subcontractor shall have the right to terminate this Subcontract
20 at any time for any reason by giving thirty (30) days' prior notice of termination to
21 Contractor, and Contractor shall have the right to terminate all or any part of this
22 Subcontract at any time for any reason or no reason by giving five (5) days' prior
23 notice to Subcontractor. If either party terminates this Subcontract, all funds held
24 by Subcontractor under this Subcontract which have not been spent on the date of
25 termination shall be returned to Contractor.

26 C. This document constitutes the entire understanding of the
27 parties and supersedes all other agreements, oral or written, with respect to the
28 subject matter herein. This Subcontract shall not be amended, nor any provision or

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all formalities required by law as of the date first stated above.

GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California nonprofit corporation

August 19, 2016

By [Signature]
Name Jared McCarthy
Title President & CEO

_____, 2016

By _____
Name _____
Title _____

"Subcontractor"

CITY OF LONG BEACH, a municipal corporation

Sept. 9, 2016

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Contractor"

This Subcontract is approved as to form on Aug 31, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

Scope of Work Life Coaching Fundamentals of Fatherhood Project (LCFFP)
Goodwill Serving the People of Southern Los Angeles County (Goodwill SOLAC)
Workforce Development

Project Partner Contact Information:

Goodwill SOLAC
800 W. Pacific Coast Highway
Long Beach, CA 90806
bespitia@goodwillsolac.org
Phone: 562-435-3411 x224

LCFFP Project Goals:

Goal 1 Build program capacity and community awareness by establishing a networked fatherhood response in the City of Long Beach.
Goal 2 In collaboration with Project partners, strengthen and sustain stable economic and healthy environments for children by developing and enhancing 380 (76/annually) fathers' positive, involved, nurturing parenting and co-parenting skills. Additionally, Goodwill SOLAC will provide job and career readiness training and employment services for these 76 fathers each year.
Goal 3 Conduct performance measure/ continuous quality assurance practices to assess and realign LCFFP project processes.

Goodwill SOLAC: For over 85 years, Goodwill SOLAC has provided employment training, placement, and job retention services for individuals with multiple barriers to employment, and has built core competencies that have allowed it to become a trusted and respected provider of employment services for low-income and unemployed people in southern Los Angeles County. Goodwill SOLAC is one of 165 autonomous Goodwills throughout the country with membership in Goodwill Industries International. Goodwill SOLAC is headquartered in Long Beach, California where a large number of training programs, processing operations, transportation services, and commercial and retail operations take place. Goodwill SOLAC effectively leverages resources from strategic partners including, but not limited to, the City of Long Beach Pacific Gateway Workforce Investment Network, Long Beach Unified School District (LBUSD), LBUSD Head Start Program, Long Beach City College, Cerritos College (Norwalk, CA), public and private employers, and an array of community organizations that ensure long-term program participant success in job placement and retention.

Goodwill SOLAC Staff Positions for LCFFP Project:

- Associate Director (0.10 FTE)
- Employment Services Coordinator (1.0 FTE)
- Quality Assurance Specialist (0.10 FTE)

2016 Planning and Implementation Objectives: Please note that Goodwill SOLAC workforce development services are not expected to begin until six months after the LCFFP Project has launched. This was determined so that the Project participants could successfully matriculate through the services and programs provided by the other Project's partners prior to being referred to the Goodwill SOLAC staff for workforce development services.

Obj. 1: Outreach and Program Recruitment

Activity 1: Meet with the Project's partners to determine which of the enrolled participants are deemed eligible for referral to the Goodwill SOLAC program.

Activity 2: Conduct one-on-one or small group orientations for those individuals referred to the Goodwill SOLAC program.

Activity 3: Conduct intakes and collect all necessary participant information.

Activity 4: Provide enrolled participants with information on the Goodwill SOLAC programs.

Obj 2: Attend Program Partner Performance Meetings

Activity 1: Goodwill SOLAC staff will attend monthly program performance meetings as scheduled by lead organization.

Activity 2: Goodwill SOLAC staff will attend monthly coordinating case management meetings as scheduled by lead organization.

Obj 3: Staff Training and Project Meetings

Activity 1: Goodwill SOLAC staff will participate in all required program trainings as determined necessary by lead organization, as well as, in all Goodwill SOLAC in-house trainings.

Obj 4: Provision of Workforce Development Services

Activity 1: Once enrolled in the Goodwill SOLAC program, participants will be scheduled for at least one week of Goodwill Works Employment Preparedness training (workplace and soft skills training). An additional week of training may be required depending on the participant's barriers to employment.

Activity 2: Upon the successful completion of the Goodwill Works training, participants will be referred to appropriate Goodwill SOLAC in-house job training programs or to the Goodwill SOLAC direct employment placement services or to other community partner job services programs.

Activity 3: Upon placement into a job, Goodwill SOLAC will follow up with the participants for job retention services at 30 days, 60 days, and 90 days with a \$100 stipend being provided at each benchmark. A \$250 stipend will be provided at 90 days retention if the participant opens a checking account (if they already don't have one) or a savings account (if they already have a checking account).

Obj 5: Data Collection

Activity 1: Collect data as required by the Office of Family Assistance (grantor).

Obj 6: Monitoring and reporting

Activity 1: Provide quarterly reports on program activities that will be used to develop the lead organization quarterly report.

Obj 7: Billing/Invoicing

Activity 1: Goodwill SOLAC will invoice on a monthly basis as required by the lead organization.

Activity 2: Goodwill SOLAC will provide support documentation for invoicing purposes.

Goodwill
Life Coaching and the Fundamentals of Fatherhood Project
Subcontractor Budget

1. Agency Name:		Goodwill
2. Agency Address:		800 W. Pacific Coast Highway, Long Beach, CA 90806
3. Operational Period :		9/30/2015 to 9/29/2016
Item		Budget
PERSONNEL COST*		FTE
1. Associate Director	0.10	3,750
2. Employment Services Coordinator	1.00	24,500
3. Quality Assurance Specialist	0.10	3,100
4. Fringe Benefits @ 27%		8,465
TOTAL PERSONNEL COST		39,815
OPERATING COST		
1. Desktop Computer		1,600
2. Cellular Phone		1,200
3. Instructional Materials		2,000
4. Supportive Services		5,000
5. Job Retention Stipends		9,000
6. Mileage		504
TOTAL OPERATING COST		19,304
INDIRECT COST		
1. 10% of Total Direct Costs		5,912
		5,912
TOTAL BUDGET		65,031

*Personnel cost based on a 6 month period for year 1