SUBCONTRACTOR FOR PARTNERSHIP FOR FAMILIES PROGRAM ACTIVITIES/SERVICES

29638

THIS SUBCONTRACT is made and entered into this the 1st day of February 2006, by and between the **NATIONAL COUNCIL ON ALCOHOL AND DRUG DEPENDENCE/SOUTH BAY** located at 1334 Post Avenue, Torrance, California 90501 (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 Subcontractor, 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 Subcontractor. 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 February 1, 2006 and shall expire on January 31, 2007, 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 $5,000 (FIVE THOUSAND DOLLARS) for the term of this Subcontract to provide the activities/services in Section 3.4 of this Subcontract for the following Fiscal Year (FFY): February 1, 2006 to January 31, 2007.

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for activities/services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within **thirty (30) 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 The SUBCONTRACTOR shall provide the following activities/services:

Activities / Services: Will provide trainings to the Collaborative, which may include: improving service delivery and internal capacity on in-home case management and working with families experiencing co-occurring issues that inhibit their progress.

3.5 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.

3.6 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

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

15.4.1. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum

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) das prior written notice has been given to the CONTRACTOR.

6.1 Notwithstanding any other provisions if 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 wavier 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:

Betty Batenburg
President & CEO
National Council for Alcohol and Drug Dependence/South Bay
1334 Post Ave.
Torrance, California 90501
&
Colleen Mooney
Executive 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-

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:
Name of Fiscal Lead Agency

South Bay Alcoholism Services, dba NATIONAL COUNCIL FOR ALOCHOL AND DRUG DEPENDENCE/SOUTH BAY

Authorized Signature
Print Name and Title

Alberta P. Batenburg, President & CEO

PROGRAMMATIC LEAD AGENCY:

SOUTH BAY CENTER FOR COUNSELING

Authorized Signature
Print Name and Title

Colleen Mooney, Executive Director

SUBCONTRACTOR:
Name of Agency

City of Long Beach

Authorized Signature

Print Name and Title

Gerald R. Miller, City Manager

Tax Identification Number [redacted]

Date: 4.13.06

APPROVED AS TO FORM
4/4, 2006
ROBERT E. SHANNON, City Attorney
BY
SENIOR DEPUTY CITY ATTORNEY

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.

21. NON-DISCRIMINATION IN EMPLOYMENT

21.1. 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.

21.2. 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.

21.3. 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.

22. CRIMINAL CLEARANCE

22.1. 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.

GRANT AGREEMENT FOR
PARTNERSHIPS FOR FAMILIES INITIATIVE

This Agreement, made and entered into this _____ day of _____ 2006, 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 Alcoholism Services

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

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 or Scope of Work/Program Implementation and Evaluation Plan, 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 **February 1, 2006 ("effective date")** and shall terminate **January 31, 2007**, (**"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

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 Statement of Work, a revised Scope of Work (Evaluation Plan, if applicable), and revised Budget by July 1, 2006 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 or Final Evaluation Report (Exhibit F), as applicable, detailing the outcomes of the programs and services provided pursuant to this Agreement.

15.4.3. 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 contract, are required to provide evidence of Professional Liability coverage.

15.4.4. 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.

15.4.5. 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. Crime insurance may be included with Property Insurance unless Property Insurance is not required by this contract.

15.4.6. 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.

15.5. 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.

16. INDEMNIFICATION

16.1. 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.

16.2. The indemnity provisions set forth in this Section 16 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.

16.3. 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.

17. CONFIDENTIALITY

17.1. 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.

17.2. GRANTEE shall employ reasonable procedures to assure that the details of the advertising campaigns adhere to laws on confidentiality.

18. ASSIGNMENTS AND SUBCONTRACTS

18.1. 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.

18.2. Except for subcontractors listed in Scope of Work and 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 and 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.

18.3. 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.

18.4. GRANTEE must submit a memorandum of understanding for each subcontractor listed in Scope of Work and Exhibit B.

19. COMPLIANCE WITH APPLICABLE LAWS

19.1. 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.

19.2. 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.

20. COMPLIANCE WITH CIVIL RIGHTS LAWS

[redacted]

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.

22.2. 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.

22.3. 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.

23. 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

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.

24.3. 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.

24.4. 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.

24.5. Debarment is a breach of this Agreement, and COMMISSION will terminate this Agreement.

25. 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 First 5 LA 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.

26. INTERPRETATION AND ENFORCEMENT OF AGREEMENT

26.1. 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.

26.2. 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.

26.3. 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.

26.4. 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.

26.5. 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.

27. 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 and spreadsheets, applicable to its program, in order to meet or exceed the industry standard security access level. In addition, GRANTEE is responsible for complying with data quality checks to ensure compatibility with COMMISSION'S Portal System. The following IT specifications are to be applied as appropriate in relation to the scope of GRANTEE'S program:

- Hardware and Software compatibility with COMMISSION'S existing infrastructure.
- Compatibility with COMMISSION'S existing system infrastructure (i.e., SQL based and Open Data Base Connectivity (ODBC)).
- Compatibility and ability to interface with GIFTS, GIS, Excel, SPSS, Blackbaud, and GeoMap.
- Ability to export to and import data from sources including GIFTS, GIS, Excel, SPSS, Blackbaud, and GeoMap.
- Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes and COMMISSION outcomes.
- Ability to collect information at the client-level, if necessary.

28. TERMINATION

28.1. 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.

28.2. 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.

28.3. 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.

29. 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

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.

30.3. Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA
Attention: Grants Management
750 North Alameda Street
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

30.4. 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.

30.5. 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]

31. AGREEMENT SIGNATURES

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

COMMISSION:

EVELYN V. MARTINEZ, EXECUTIVE DIRECTOR — DATE

Approved as to form:

CRAIG A. STEELE, LEGAL COUNSEL — DATE

AND

GRANTEE:

South Bay Alcoholism Services
LEGAL NAME OF GRANTEE

EXECUTIVE DIRECTOR SIGNATURE — Feb. 8, 2006
DATE

1334 Post Avenue
ADDRESS

Alberta P. Batenburg
PRINT NAME

Torrance, CA 90501

ADDITIONAL AUTHORIZED SIGNATURE — Feb 8, 2006
DATE

Tony Potenti, Board of Directors, Secretary
NAME AND TITLE

NOTE: IF GRANTEE IS A CORPORATION, TWO SIGNATURES ARE REQUIRED.