

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

SUBCONTRACT

**34387**

This SUBCONTRACT is made and entered, in duplicate, as of July 28, 2016 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 10, 2015, by and between FAMILIES UNITING FAMILIES, a California nonprofit corporation, with offices located at 525 East 7th Street, Long Beach, California 90813 (hereafter "Subcontractor"), and the CITY OF LONG BEACH, a California municipal corporation (hereafter "Contractor" or "City").

WHEREAS, Contractor has been granted an award by the United States Department of Health and Human Services, Office of Family Assistance ("HHS") for the City's Life Coaching and the Fundamentals of Fatherhood Project ("Program"); and

WHEREAS, in order to fulfill its obligations to HHS under the grant award, Contractor desires to engage Subcontractor to meet the Program objectives of strengthening and sustaining stable economic and healthy environments for children and their families; and

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. HHS GRANT AWARD. Notwithstanding any other provision of this Subcontract, this contract is a Subcontract under the terms of the Notice of Award with HHS. (The award is subject to the requirements as set forth in 45 CFR Part 87. The grant is subject to the requirements as set forth in 45 CFR 75.). Each and all of the provisions of the Notice of Award 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 HHS.

2. SERVICES. The Subcontractor shall provide services in accordance with HHS' Notice of Award and Exhibit "A" identifying the services and rates of Subcontractor. Exhibit "A" is attached to this Subcontract and incorporated by reference.

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

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

9 4. PAYMENT.

10 A. Contractor shall compensate Subcontractor a total maximum  
11 contract sum not to exceed One Hundred Five Thousand Three Hundred Fifty  
12 Dollars (\$105,350) for the term of this Subcontract to provide the services  
13 designated in Section 2 of this Subcontract, unless otherwise amended by  
14 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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

///

1                   5.     ANTI-DISCRIMINATION.

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

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

17                   6.     INDEPENDENT SUBCONTRACTOR.

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

26                  B.     Subcontractor acknowledges and agrees that a) City will not  
27 withhold taxes of any kind from Subcontractor's compensation, b) City will not  
28 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

1 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special  
2 limitations on the scope of protection given to the City, its Boards and  
3 Commission, and their officials, employees and agents.

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

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

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

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

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

20 If delivering services to minors, seniors, or persons with disabilities,  
21 Subcontractor's Commercial General Liability insurance shall not exclude coverage  
22 for abuse and molestation. If Subcontractor is unable to provide abuse and  
23 molestation coverage, it can request a waiver of this coverage from the City. The  
24 City's Risk Manager will consider waiving the requirement if Subcontractor can  
25 demonstrate to the satisfaction of the City's Risk Manager that Subcontractor has  
26 no exposure, that the coverage is unavailable, or that the coverage is unaffordable.  
27 If a request for a waiver is desired, Subcontractor must submit a signed document  
28 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

1 breach hereof waived, except in writing by the parties which expressly refers to this  
2 Subcontract.

3 D. This Subcontract shall be governed by and construed pursuant  
4 to the laws of the State of California.

5 E. This Subcontract including all exhibits shall not be amended,  
6 nor any provision or breach hereof waived, unless in writing signed by the parties  
7 which expressly refers to this Subcontract.

8 F. In the event of any conflict or ambiguity between this  
9 Subcontract and an exhibit, the provisions of this Subcontract shall govern.

10 G. The acceptance of any service or payment of any money by  
11 Contractor shall not operate as a waiver of any provision of this Subcontract, or of  
12 any right to damages or indemnity stated herein. The waiver of any breach of this  
13 Subcontract shall not constitute a waiver of any other or subsequent breach of this  
14 Subcontract.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

FAMILIES UNITING FAMILIES, a California nonprofit corporation

AUGUST 10, 2016

By [Signature]  
Name JAMES M. SCHRAGE  
Title CEO / EXECUTIVE DIRECTOR

AUGUST 10, 2016

By [Signature]  
Name DEWEY CHOW  
Title BOARD PRESIDENT

"Subcontractor"

CITY OF LONG BEACH, a municipal corporation

Sept. 12, 2016

By [Signature]  
City Manager  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Contractor" Assistant City Manager

This Subcontract is approved as to form on Sept 9, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT A

2015- 2016 Scope of Work Life Coaching Fundamentals of Fatherhood Project

Families Uniting Families

**Project Partner Contact Information**

Families Uniting Families  
525 E 7th Street  
Long Beach, CA 90813  
Call numbers:  
Phone: 562.437.4114  
Fax: 562.437.9225

**LCFFC Project Goals**

|  |
|--|
| <b>Goal 1</b> Build program capacity and community awareness by establishing a networked fatherhood response in the City of Long Beach.  |
| <b>Goal 2</b> Strengthen and sustain stable economic and healthy environments for children by developing and enhancing 450 fathers' positive, involved, nurturing and authoritative parenting and co-parenting skills, as well as the job and career readiness and employment of these fathers |
| <b>Goal 3</b> Conduct performance measure/ continuous quality assurance practices to assess and realign LCFFP project processes.   |

**Families Uniting Families (FUF):** Founded in 2004, FUF works to cultivate knowledgeable families to protect and enhance the welfare and stability of vulnerable children and their families. FUF operates four programs: Foster Family Agency Program, Adoption Program, Project Fatherhood, and Professional Student Intern Program. In 2010, FUF launched the Project Fatherhood--a program, initially developed by Dr. Hershel Swinger and Dr. Carl Banks of Children's Institute Inc., to provide low-income, urban, culturally diverse fathers opportunities to positively connect with their children and co-parent. The Project Fatherhood program is an approved parenting program by the LA County Children's Court. In 2014, FUF expanded and obtained its state license to certify adoptive families. To date, FUF has safely provided foster care program to over 500 children, and a total of approximately 150,000 service days of care to LA County residents.

**Families United Families Staff Positions for LCFFC Project**

- Two FTE Life Coaches (Case Managers)
- Three Group Facilitators (Hourly wage)
- Project Supervisor (.15 FTE)
- Childcare development (stipend)

**2015-2016 Planning and Implementation Objectives:**

**Obj. 1: Conduct Fatherhood Group Sessions:**

**Activity 1:** FUF will facilitate 3-LCFFP cohorts by December 2016.

**Activity 2:** FUF will retain approximately 15-program participants in each cohort.

**NOTE:** Please see attached program implementation schedule excel sheet.

**Obj. 2: Outreach and Program Recruitment**

**Activity 1:** Each FUF life coach will conduct one community outreach and recruitment LCFFP presentation per week. Sign-in sheets at event will be required to show presentation attendance and staff will log presentation location and number of participants.

**Activity 2:** FUF life coach and project supervisor will develop social media outreach and recruitment marketing messaging.

**Activity 3:** FUF staff will work with Fatherhood Advisory Group to develop program logo and promotional materials.

**Activity 4:** FUF life coaches will conduct grassroots outreach and engagement presentations.

**Obj 3: Attend Program Performance Meetings**

**Activity 1:** Staff must attend monthly program performance meetings beginning December 2015.

**Activity 2:** Staff must attend monthly coordinating case management meeting beginning June 2016.

**Obj 4: Staff Training and Project Meetings**

**Activity 1:** FUF staff will participate in all required program trainings (domestic/ intimate partner violence, consent form use, data collection, taping sessions for program fidelity, etc.)

**Obj 5: Purchase and Inventory of LCFFP Equipment**

**Activity 1:** FUF will purchase 2-desktops and provide serial number for inventory purposes to LBDHHS.

**Activity 2:** FUF will purchase 2-cell phones and provide serial number for inventory purposes to LBDDHS.

**NOTE:** Items purchased with program dollars will be inventoried with LBDHHS.

**Obj 6: Establish Fatherhood Advisory Board (FAB)**

**Activity 1:** FUF will collaborate with project partners to conduct quarterly fatherhood-family community engagement night.

**Activity 2:** FUF will help recruit fathers for the FAB along with project partners.

**Activity 3:** FUF staff will support FAB quarterly meeting along with project partners.

**Obj 7: Data Collection**

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

**Obj 8: Monitoring and reporting**

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

**Obj: 9: Billing/Invoicing**

**Activity 1:** FUF will invoice on a monthly basis as required by LBDHHS.

**Activity 2:** FUF will provide support documentation for invoicing purposes.

**Families Uniting Families  
Life Coaching and the Fundamentals of Fatherhood Project  
Subcontractor Budget**

**1. Agency Name:** Families Uniting Families  
**2. Agency Address:** 525 E 7th Street, Long Beach, CA 90813  
**3. Operational Period :** 9/30/2015 to 9/29/2016

| Item  | Budget         |
|---|----------------|
| <b>PERSONNEL COST*</b>  |                |
|   | <b>FTE</b>     |
| 1. Program Supervisor   | 10,800         |
| 2. Life Coach   | 25,000         |
| 3. Project Facilitator  | 14,175         |
| 4. Child Care Provider  | 4,608          |
| 5. Fringe Benefits @ 29.24% (Program Supervisor & Life Coach)   | 10,468         |
| <b>TOTAL PERSONNEL COST</b>   | <b>65,051</b>  |
| <b>OPERATING COST</b>   |                |
| 1. Laptop Computers   | 2,000          |
| 3. Office Equipment (20 chairs @\$229/ea)   | 4,981          |
| 4. Children supplies  | 2,000          |
| 5. Office supplies  | 4,531          |
| 6. Printing & copies  | 750            |
| 7. Travel & Mileage   | 2,500          |
| 8 Training  | 400            |
| 9. Insurance  | 3,000          |
| 10. Rent & Utilities (\$880/mo)   | 10,560         |
| <b>TOTAL OPERATING COST</b>   | <b>30,722</b>  |
| <b>INDIRECT COST</b>  |                |
| 1. 10% of Total Direct Costs (no rent/utilities or insurance;<br>IC includes: accounting, auditing, HR/legal, & ACHSA association dues) | 9,577          |
|   | <b>9,577</b>   |
| <b>TOTAL BUDGET</b>   | <b>105,350</b> |

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