

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

33492

THIS SUBCONTRACT is made and entered into this the 1st day of July 1, 2014, 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, 2014 and shall expire on December 31, 2014, 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 **\$27,300.00** (TWENTY SEVEN THOUSAND, THREE HUNDRED 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, 2014 to December 31, 2014.
- 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 **795** hours of Direct Service at the rate of **\$34.34 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:

Cathy Cesarz
Program Manager
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

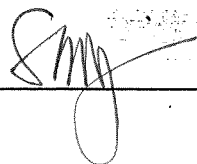


Colleen Mooney, Executive Director

SUBCONTRACTOR:
Name of Agency

CITY OF LONG BEACH

Authorized Signature



Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Print Name and Title

Patrick H. West, City Manager

Tax Identification Number

_____ 

Date:

6.26.14

APPROVED AS TO FORM

6/18, 20 14

CHARLES PARKIN, City Attorney

By



LINDA T. VU
DEPUTY CITY ATTORNEY

**South Bay Center for Counseling
Partnership for Families
Statement of Work**

Please complete the following Statement of Work including objectives, activities and timeline.

Fiscal Year:	July 1, 2014 to December 31, 2014
Agency Name:	City of Long Beach-Center for Families and Youth: Case Management

Objectives (please include program objectives for the term of the subcontract)

- Improve quality of services and supports for at-risk families
- Increase capacity of community partners to coordinate, collaborate and mobilize, as well as identify, engage, and serve at-risk families
- Increase information about prevention of child abuse and neglect
- Decrease social isolation of high risk families and pregnant women/teens through connecting to neighborhood social networks
- Utilize an asset based approach to decrease families' risk factors and enhance the protective factors

Activities (list program services/activities including estimated number of clients served)

- Provide an In-Home Outreach Counselor (24 hours per week) to serve as a service navigator for referred families.
- Provide outreach to families in a non-threatening manner at locations such as local women's clinics and facilitate their participation in the Partnerships for Families Program services and other local community resources
- Provide case management services to DCFS referred families and high-risk pregnant women that include intake, assessment, care planning, referrals and linkages, case monitoring, cooperate with PFF evaluation activities, and complete the Family Assessment Form on each PFF participant.
- Access partnership services such as counseling, substance abuse and treatment, domestic violence intervention, Neighborhood Action Councils, legal consultation, and early childcare and education.
- Provide a minimum of 2 in-home and/or at office meetings monthly with families to ensure progress monitoring.
- IHOC will attend weekly PFF IHOC/Case Manager's Meetings at South Bay Center for Community Development.
- IHOC will attend weekly supervision with licensed supervisor at agency; IHOC's supervisor will attend quarterly supervisor meetings at SBCC
- Attend 2 professional development trainings and workshops at South Bay Center for Community Development, First 5 LA and/or other organizations
- Link 20% of PFF participants to Neighborhood Action Councils (NACs) and other ongoing social support networks
- Link 20% of PFF participants to EITC services through the SBCC partnership with GLEAC
- Provide accurate monthly invoices of services rendered and supporting documentation.
- Attend all monthly PFF Collaborative meetings; provide information to collaborating agencies on The City of Long Beach Center for Families and Youth (CFY) programs, resources and share PFF information/resources with CFY Staff and clients.
- IHOC will work to complete all client linkages, reports and FAF web base data entry by December 31, 2014.

Number of Clients served:

An estimated caseload of 7-9 families per month.

An estimate of 5 new DCFS High-risk families will be serviced through December 31, 2014.

An estimate of 5 new High-risk pregnant women will be serviced through December 31, 2014.

Timeline (monthly breakdown of program services/activities)

Services will be on-going from July 2014 through December 31, 2014.

IHOC will work 24 hours a week providing direct service for twelve (6) months.

**SOUTH BAY CENTER FOR COMMUNITY
Partnership for Families Program
Budget Narrative**

Please complete both Sections A & B of this Budget Narrative form. This narrative must be attached to the completed Subcontractor Budget.

Fiscal Year:	July 1, 2014 to December 31, 2014				
Agency Name:	City of Long Beach: Center for Families and Youth				
Subcontract Amt:	\$ 27,300.00	Hourly Rate:	\$ 53.27	Total Hours:	513

SECTION A:

Personnel Costs (Include salaries and benefits)

Position:	Center Director / Clinical Director		Total # of Hours	1 per week	
Salary:	\$ 1,158.00	Benefits:	\$ 636.00	Total Amount:	\$ 1,794.00
Job Description: Center/Clinical Director will oversee the program's fiscal and programmatic mandates. Will ensure reports, billing, invoicing and meeting representation is met. In addition, the Center/clinical Director is a License Clinical Social Worker (LCSW) who will provide clinical support to PFF IHOC. Will work collaboratively to outreach and promote the program. She will provide clinical support to PFF IHOC in weekly clinical supervision. She will also be available for PFF IHOC for crisis support.					

Position:	In-Home Outreach Counselor (IHOC)		Total # of Hours	24 per week	
Salary:	\$ 14,573.00	Benefits:	\$ 9,025.00	Total Amount:	\$23,598.00
Job Description: The In Home Outreach Counselor (IHOC) will provide case management services to DCFS referred families and or pregnant women with a history of substance abuse, domestic violence and or mental health issues in order to strengthen family functioning. IHOC will complete Family Assessment Functioning Tool (FAF) within six (6) weeks of the initial contact with the family. IHOC will provide weekly home visits for the first month of open referral. IHOC will attend weekly PFF IHOC/Case Managers meetings and clinical supervision. IHOC will identify community linkages to meet family's needs.					

Continued

SECTION B:

SOUTH BAY CENTER FOR COMMUNITY
Partnership for Families Program
Budget Narrative

Below, please provide an itemized budget breakdown and justification of expenses other than Personnel Cost. Lastly, please describe and show the computations on how your agency arrived at your hourly rate. (Note: The number of hours multiplied by your hourly rate must be the same as the amount of your subcontract.)

Supplies: \$ 189.00

Purchasing of paper and printer cartridges to produce materials for clients. Office materials for PFF staff. Client focused materials.

Mileage: \$ 450.00

IHOC traveling to visit PFF clients in their home to promote successful engagement (134 miles/month x \$0.56/mile x 6 months)

Personnel Cost:

Calendar Days	365 Days	Working Hours / Year:
Deduct: Sundays and Saturdays	105	205 days x 8 hrs/day = 1,640 hours
Paid Holidays	11	
Vacation Leave	32	
Personal leave	12	
TOTAL Deduct	160	

Total Working Days: 365-160=205 Days

1,640 Working hrs for 12 Months

1,640 hours / 12 months = 136.67 Working hrs per month

Center Director / Clinical Director

2.50 % time to PFF

136.67 X 2.50% = 3.42 hrs per month

3.42 X 6 = 20.5 hrs for 6 months

In Home Outreach Counselor (IHOC)

60.00 % time to PFF

136.67 X 60.00% = 82.0 hrs per month

82.0 X 6 = 492.0 hrs for 6 months

Indirect Cost @ 5% of Personnel Cost: \$1,269.00

Indirect cost includes, but is not limited to, administrative overhead, technology, and other support services.

\$25,392 x 0.05 = \$1,269

TOTAL: 41.0 + 984.0 = 1,025.00 Hours for 12 months

Personnel = \$25,392.00 / 513.0 hours for PFF = \$49.55 hourly rate

Supplies & Mileage = \$639.00 / 513.0 hours = \$1.25 hourly rate

Indirect Cost = \$1,269 / 513 hours = \$2.47 hourly rate

\$49.55 + \$1.25 + \$2.47 = **\$53.27 Total Hourly Rate**

Grant Funding = \$27,300

Exhibit A

Prime Contract

AGREEMENT #	00684
-------------	-------

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

GRANT AGREEMENT

For

Partnerships for Families Initiative

FOR THE PERIOD

July 1, 2014 to December 31, 2014

**GRANT AGREEMENT FOR
PARTNERSHIPS FOR FAMILIES INITIATIVE**

This Grant Agreement, made and entered into this ____ day of ____ 2014, 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: \$407,848

GRANT NUMBER: 00684

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

PARTNERSHIPS FOR FAMILIES INITIATIVE GRANT

TABLE OF CONTENTS

Section

1.	GRANT AGREEMENT DOCUMENTS	3
2.	COMMISSION OBJECTIVES AND PROGRAM PURPOSE	3
3.	CONDUCT OF PROGRAM	4
4.	TERM OF GRANT AGREEMENT	5
5.	IMPLEMENTATION OF PROGRAM	5
6.	RESTRICTED ACTIVITIES	5
7.	PROGRAM EVALUATION AND REVIEW	5
8.	DATA, INFORMATION AND RECORDS	7
9.	MODIFICATION OF AGREEMENT DOCUMENTS	7
10.	MONTHLY FINANCIAL REPORTING	8
11.	MATCHING FUNDS, PAYMENTS AND EXPENDITURES	9
12.	SUPPLANTING	10
13.	ACCOUNTING	10
14.	TANGIBLE REAL AND PERSONAL PROPERTY	10
15.	PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (“MAA”)	11
16.	INDEPENDENT CONTRACTOR	11
17.	CONFLICT OF INTEREST	11
18.	FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS	12
19.	PROPRIETARY RIGHTS	12
20.	INSURANCE	13
21.	INDEMNIFICATION	15
22.	ASSIGNMENTS AND DELEGATION	16
23.	COMPLIANCE WITH APPLICABLE LAWS	16
24.	NON-DISCRIMINATION IN EMPLOYMENT	17
25.	CRIMINAL CLEARANCE	17
26.	GRANTEE RESPONSIBILITY AND DEBARMENT	18
27.	NON-COMPLIANCE	19
28.	INTERPRETATION AND ENFORCEMENT OF GRANT AGREEMENT	19
29.	INFORMATION TECHNOLOGY REQUIREMENTS	19
30.	TERMINATION OF GRANT AGREEMENT	20
31.	LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS	21
32.	NOTICES	21
33.	TIME OF ESSENCE	22
34.	AUTHORIZATION WARRANTY	22
35.	AGREEMENT SIGNATURES	23

The parties agree as follows:

1. **GRANT AGREEMENT DOCUMENTS**

1.1. **Entire Agreement.** This Grant Agreement and all exhibits referred to in this Grant Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Grant Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Grant Agreement.

1.2. **Exhibits.** The following exhibits constitute a part of this Grant Agreement and are incorporated into this Grant Agreement by this reference:

Exhibit A PERFORMANCE MATRIX

Exhibit B BUDGET and BUDGET NARRATIVE

Exhibit C COMPLIANCE GUIDELINES

The following exhibits constitute a part of this Grant Agreement and are incorporated into this Grant Agreement upon receipt by COMMISSION from GRANTEE:

Exhibit D MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORM

Exhibit E INVOICE(S)

Exhibit F REPORTS AND SUSTAINABILITY PLAN

1.3. **Precedence.** If any inconsistency exists or arises between a provision of this Grant Agreement and a provision of any exhibit, the provisions of this Grant Agreement shall control.

2. **COMMISSION OBJECTIVES AND PROGRAM PURPOSE**

2.1. **Vision.** COMMISSION is committed to creating a future throughout Los Angeles County's diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

2.2. **Mission.** COMMISSION will work to make significant and measurable progress towards this vision by increasing the number of children from prenatal through age five who are physically and emotionally healthy, safe and ready to learn.

2.3. **Values.** COMMISSION intends to fulfill our vision and mission by shaping its efforts around five (5) core values:

2.3.1. **Families.** COMMISSION acknowledges and amplifies the voice of families so that they have the information, resources and opportunities to raise their children successfully.

2.3.2. **Communities.** COMMISSION strengthens communities by enhancing their ability to support families.

2.3.3. **Results Focus.** COMMISSION is accountable for defining results for young children and for our success in achieving them.

- 2.3.4. Learning: COMMISSION is open to new ideas and to modify its approaches based on what it learns.
- 2.3.5. Advocacy: COMMISSION uses its unique role to build public support for policies and programs that benefit children prenatal through age five (5) and their families.
- 2.4. Role of the Commission. COMMISSION will continue to serve the following roles:
 - 2.4.1. Community Partner. COMMISSION operates as a community partner to complement, build, and strengthen the efforts and activities of others to have a greater impact on the lives of children and families.
 - 2.4.2. Trendsetter and Leader. COMMISSION serves as a trendsetter and leader that identifies, funds and replicates innovation, as well as proven solutions to long-standing problems that affect children and families.
 - 2.4.3. Change Agent. COMMISSION serves as a change agent to help mobilize the broader community to advocate for expectant parents, young children, and their families.
 - 2.4.4. Convener and Facilitator. COMMISSION serves as a convener and facilitator to bring together individuals, agencies and organizations with common goals.
 - 2.4.5. Catalyst. COMMISSION serves as a catalyst to promote the sustainability of effective programs for young children and their families.
- 2.5. Program Purpose. COMMISSION is providing grant funds to GRANTEE for the programs and services described in **Exhibits A and B** in order to assist GRANTEE in providing programs, services, activities and projects that impact one or more of the established goals of "Early Learning", "Health" and "Safety" outlined in the "First 5 LA Strategic Plan FY 2009-2015: Strengthening Families and Communities in LA County". The grant 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 the terms and conditions of this Grant Agreement and any written amendment to this Grant Agreement.
- 3.2. GRANTEE shall in a professional, safe and responsible manner, operate and conduct the programs and services outlined in **Exhibit A** in accordance with this Grant Agreement, applicable law, the general standards of care applicable to GRANTEE's business and the procedures set forth in **Exhibit C**.
- 3.3. If GRANTEE fails to achieve a performance objective by the due date set forth in **Exhibit A**, GRANTEE shall notify the COMMISSION staff (the "designated COMMISSION staff") of GRANTEE's failure within thirty (30) calendar days after the due date at which point the COMMISSION may modify **Exhibit A**, request from GRANTEE a written plan detailing the corrective action steps GRANTEE proposes to take to achieve the performance objective and the time period required for reporting and compliance ("Corrective Action Plan"), place GRANTEE in non-compliant status pursuant to the Compliance Guidelines or terminate this Agreement pursuant to Section 30 of this Agreement for breach of this Agreement. Corrective Action Plans are subject to COMMISSION's approval. If GRANTEE fails to comply with an approved Corrective Action Plan, COMMISSION may place GRANTEE in non-compliant

status in accordance with the Compliance Guidelines, attached as **Exhibit C**. COMMISSION, at its sole discretion, may also place the GRANTEE into non-compliant status without a Corrective Action Plan.

4. **TERM OF GRANT AGREEMENT**

The term of this Grant Agreement ("Grant Period") shall be from **July 1, 2014** ("effective date") through **December 31, 2014** ("expiration date"), unless sooner terminated pursuant to this Grant Agreement. COMMISSION may revise the term of this Grant Agreement prior to final execution of this Grant Agreement by all Parties.

5. **IMPLEMENTATION OF PROGRAM**

GRANTEE shall commence implementation of the programs and services outlined in **Exhibit A** within thirty (30) calendar days after the effective date of this Grant Agreement. GRANTEE shall conduct the programs and provide the services within the timelines indicated in **Exhibit A** in accordance with the procedures set forth in **Exhibit C**.

6. **RESTRICTED ACTIVITIES**

6.1. Funds appropriated by COMMISSION for the purpose of this Grant Agreement may not be used for the lobbying of any policymaker, local, state or federal legislative organization. While education regarding a policy issue is an eligible activity, funding may not support lobbying for specific policies or legislation.

6.2. Funds appropriated by COMMISSION for the purpose of this Grant Agreement may not be used to influence voters to support or oppose any candidate, specific legislation, or ballot measure.

7. **PROGRAM EVALUATION AND REVIEW**

7.1. COMMISSION may evaluate the **Partnerships for Families Initiative** and the program and services conducted by GRANTEE under this Grant Agreement on an ongoing basis throughout the Grant Period. Evaluations may include GRANTEE's compliance with the terms and conditions of this Grant Agreement, the effectiveness of GRANTEE's program planning and the effectiveness of the program's impact. GRANTEE shall participate in and cooperate with any such evaluation and, if applicable, activities related to an Institutional Review Board ("IRB") for the Protection of Human Subjects. GRANTEE shall ensure the cooperation of its subcontractors, employees, volunteers, staff and board members in any such evaluation to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION by GRANTEE during such evaluations. COMMISSION may modify the programs and services outlined in **Exhibit A** based upon evaluation results. COMMISSION may use evaluation results in its decisions regarding possible future agreements with GRANTEE.

7.2. GRANTEE shall participate in and cooperate with statewide evaluations of California Proposition 10 (1998) ("Proposition 10") efforts as requested by COMMISSION. GRANTEE shall be relieved of this participation obligation if GRANTEE provides COMMISSION with written notification that GRANTEE's participation would violate the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which was enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L.

111-5), federal, state or local laws, confidentiality agreements, or any GRANTEE policies related to the dissemination of confidential data. No release from the obligation to participate in statewide evaluations of Proposition 10 efforts shall release GRANTEE from its obligation to provide aggregate data or completed surveys about systems change and operations accomplished by GRANTEE, its lead agency or collaborative partners.

- 7.3. GRANTEE shall, at its own expense, participate in and cooperate with any financial or program audit activities required by COMMISSION, the County of Los Angeles ("County") or the State of California ("State") during the four (4) calendar years immediately following the expiration or termination of this Grant Agreement. GRANTEE shall maintain and keep confidential and secure, for a period of four (4) calendar years following the expiration or termination of this Grant Agreement, all records and documents associated with the programs and services conducted pursuant to this Grant Agreement, including case files and records, receipts, payroll records (including employee timesheets and timecards), client and user complaints, reports, other records required to be maintained by other provisions of this Grant Agreement and all fiscal records. GRANTEE shall maintain the records and documents in a place and manner reasonably accessible to COMMISSION, the County or the State and their respective auditors. At any time during GRANTEE's business hours and upon twenty-four (24) hours' notice by COMMISSION to GRANTEE, GRANTEE shall allow COMMISSION, its staff, contractors or auditors, access to evaluate, audit, inspect and monitor GRANTEE's facilities and program operations and the records and documents maintained in connection with this Grant Agreement. GRANTEE shall ensure the cooperation of its subcontractors, employees, volunteers, staff and board members in COMMISSION's 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 by GRANTEE during its evaluation, audit, inspection and monitoring efforts. COMMISSION's inspection methods may include: (i) on-site visits to GRANTEE's facilities; (ii) interviews of GRANTEE's staff and program participants; (iii) review, examination or audit of the records and documents; and (iv) inspection of GRANTEE's internal monitoring and evaluation system. COMMISSION may require that GRANTEE provide supporting documentation to substantiate GRANTEE's reported expenses and basic service level estimates of work completed by GRANTEE.
- 7.4. GRANTEE shall update the designated COMMISSION staff concerning the performance of services under this Agreement, including, if applicable, completing and submitting reports according to the time and manner required by COMMISSION. If required under the provisions of **Exhibit A**, GRANTEE shall submit reports and a Sustainability Plan, as applicable, to COMMISSION by the dates specified in **Exhibit A**. GRANTEE shall address reports and plans to the appropriate COMMISSION staff person and mail them to COMMISSION's address set forth in Section 33 of this Grant Agreement. Reports and the Sustainability Plan, as applicable, are collectively incorporated into this Grant Agreement as **Exhibit F**. Reports shall contain basic service level estimates of work completed by GRANTEE per reporting period. Reports shall also detail the outcomes of the programs and services conducted by GRANTEE under this Grant Agreement. If required by COMMISSION, GRANTEE shall submit the reports through a secure Internet site provided by COMMISSION to GRANTEE. If applicable, the Sustainability Plan shall detail GRANTEE's sustainability activities pursuant to the programs and services conducted by GRANTEE under this Grant Agreement.
- 7.5. GRANTEE shall cause the performance of an annual financial statement and compliance audit by a certified public accountant licensed by the State of California, which audit shall cover the GRANTEE's fiscal year. GRANTEE shall make the audit available to COMMISSION on an annual basis within one hundred twenty (120) calendar days after the close of

GRANTEE'S fiscal year and submit the audit to COMMISSION upon COMMISSION's request. If GRANTEE either fails to produce or submit an acceptable audit or make the audit available upon COMMISSION's request on or within one hundred twenty (120) calendar days after the close of GRANTEE'S fiscal year, or any COMMISSION approved extension of that one hundred twenty (120) calendar day period, COMMISSION may (i) require that GRANTEE take immediate corrective actions or (ii) cause the performance of the audit at GRANTEE's expense.

8. DATA, INFORMATION AND RECORDS

- 8.1. Joint Ownership of Data and Information. The Parties shall jointly own any data and information collected in the performance of this Grant Agreement. To facilitate the joint ownership of collected data and information, COMMISSION shall develop, as applicable, a mechanism for file sharing between the Parties via the Internet. Until COMMISSION develops the file sharing mechanism, GRANTEE shall provide data to COMMISSION at time intervals determined by COMMISSION and GRANTEE to be appropriate for the programs and services provided under this Grant Agreement.
- 8.2. Confidential Data, Information and Records. GRANTEE shall design and maintain all data security and encryption necessary to secure confidential data and information collected in the performance of this Grant Agreement and confidential records, including records relates to this Grant Agreement and client records. GRANTEE shall employ reasonable procedures to assure that the details of any advertising campaigns developed under this Grant Agreement adhere to applicable federal, state and local confidentiality laws. GRANTEE shall be liable for any infringement of or misconduct involving any confidential data and information. The Parties shall comply with HIPAA (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the HITECH Act, which was enacted as part of ARRA (Pub. L. 111-5), as required, and implement adequate procedures to maintain confidential data and information. GRANTEE shall comply with all applicable state and federal laws governing the gathering, use and protection of personal information and the protection of human subjects, including the HIPAA Administrative Simplification Regulations and HITECH Act. Any health care provider, health plan or health care clearinghouse that transmits health information in an electronic manner is considered a Covered Entity under HIPAA. If GRANTEE is legally considered a Covered Entity and/or if GRANTEE conducts business with Covered Entities, GRANTEE shall comply with HIPAA, the HIPAA Administrative Simplification Regulations and the HITECH Act. GRANTEE shall add COMMISSION to all GRANTEE consent and release forms as the "LA Cty. Prop 10 Commn., its officials, officers, directors, agents, consultants and employees." GRANTEE shall immediately notify COMMISSION upon discovery of any breach of confidential data and information and of GRANTEE's participation in legal or non-legal actions to remedy such breaches. A breach of confidential data and information shall constitute a material breach of this Grant Agreement. GRANTEE shall require that its employees and agents conducting programs and services under this Grant Agreement comply with the confidentiality provisions of this Grant Agreement.

9. MODIFICATION OF AGREEMENT DOCUMENTS

- 9.1. Modifications to Grant Agreement. Except as otherwise provided in this Grant Agreement, this Grant Agreement may be supplemented, amended or modified only by a writing signed 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 Grant Agreement. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Grant Agreement, including its Exhibits, by virtue of COMMISSION's review

and approval of, or failure to object to, contracts or other business transactions entered into by GRANTEE.

9.2. Proposed Program Modifications. GRANTEE shall submit proposed modifications to the programs and services conducted under this Grant Agreement, as outlined in **Exhibit A**, to COMMISSION for COMMISSION's prior approval.

9.3. Proposed Budget Modifications.

9.3.1. Informal Budget Modifications. GRANTEE may only make one (1) informal modification to the budget, as set forth in **Exhibit B**, during the Grant Period. GRANTEE may:

- a. Modify an original cost category of Five Thousand Dollars (\$5,000) or less dollars and incur expenses pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the monthly invoice required under Section 10 of this Grant Agreement that explains the informal modification; or
- b. Modify an original cost category that is greater than Five Thousand Dollars (\$5,000) dollars and incur expenses that are less than or equal to ten percent (10%) of the amount of the original cost category pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the monthly invoice required under Section 10 of this Grant Agreement that explains the informal modification.

9.3.2. Formal Budget Modification.

- a. Prior to incurring any costs, GRANTEE shall obtain COMMISSION's prior written approval, pursuant to a formal budget modification, of any modification to an original cost category of Five Thousand Dollars (\$5,000) or more, which modification will exceed ten percent (10%) of the cost category.
- b. GRANTEE shall address and send a request for a formal budget modification to the designated COMMISSION staff, with the appropriate "Formal Budget Modification Summary" forms on or before the first (1st) of the month prior to the month in which the actual expenses will be incurred. GRANTEE shall not be permitted a formal budget modification during the first month or the last month of the Grant Period, unless authorized by COMMISSION staff.
- c. GRANTEE is only permitted one (1) approved formal budget modification request during the Grant Period. COMMISSION's approval of a formal budget modification request will be contingent on GRANTEE's timely submission of documentation required by COMMISSION.

10. MONTHLY FINANCIAL REPORTING

Not later than the last business day of each month, and beginning **August 2014** for the month of **July 2014**, GRANTEE shall submit to COMMISSION invoices detailing a schedule of monthly and year-to-date expenses incurred and paid ("actual expenses") by GRANTEE during the previous month in conducting the programs and services required under this Grant Agreement and based upon the budget set forth in **Exhibit B**. If required under the provisions of **Exhibit A**, GRANTEE shall attach any final reports to GRANTEE's final invoice. An officer of GRANTEE shall verify each invoice under

penalty of perjury. All properly completed invoices submitted by GRANTEE are collectively incorporated into this Grant Agreement as **Exhibit E** upon COMMISSION's receipt of each invoice. GRANTEE shall address invoices to the COMMISSION staff per the instructions provided on the invoice form provided to GRANTEE from COMMISSION. If there are any errors contained in any invoice submitted to COMMISSION, GRANTEE shall describe and explain the error in GRANTEE's subsequent invoice submitted to COMMISSION. COMMISSION shall review the invoices and notify GRANTEE within ten (10) business days of any disputed amounts. If GRANTEE fails to timely submit a properly completed invoice in accordance with this Section 10, COMMISSION shall not be liable for payment of invoice amounts on any invoice received by the COMMISSION more than ninety (90) calendar days following the invoice due date.

11. **MATCHING FUNDS, PAYMENTS AND EXPENDITURES**

11.1. **Matching Funds.** GRANTEE shall advise COMMISSION of the source and amount of all matching funds used to provide the programs and services required under this Grant Agreement.

11.2. **Payments.** COMMISSION shall pay GRANTEE in accordance with the budget set forth in **Exhibit B** and the terms set forth in this Section 11. COMMISSION's total payments to GRANTEE shall not exceed the Grant Amount and GRANTEE shall not receive full payment of the Grant Amount prior to the expiration or termination of this Grant Agreement.

11.2.1. **Monthly Payments to GRANTEE.** From the **second** month through the **fifth** month of the Grant Period, and provided that GRANTEE is in full compliance with all provisions of this Grant Agreement and is not in material breach of this Grant Agreement, COMMISSION shall pay all undisputed actual expense invoice amounts within thirty (30) calendar days following COMMISSION's receipt of GRANTEE's properly completed invoice. COMMISSION shall make checks payable to GRANTEE or the Payee, as listed in Section 32. GRANTEE shall restrict its use of all payments made to GRANTEE by COMMISSION under this Grant Agreement to GRANTEE's conduct of the programs and services outlined in Exhibit A. GRANTEE shall use payments made to GRANTEE by COMMISSION under this Grant Agreement to supplement existing levels of service and not to fund existing levels of service.

11.2.2. **Final Payment to GRANTEE.** Provided that GRANTEE is in full compliance with all provisions of this Grant Agreement and is not in material breach of this Grant Agreement, COMMISSION shall pay all undisputed actual expense final invoice amounts within thirty (30) calendar days following COMMISSION's receipt of GRANTEE's properly completed final invoice minus the amount of any unmet matching funds, if applicable.

11.2.3. **Accounting.** If COMMISSION reasonably believes it has overpaid GRANTEE, or if GRANTEE fails to timely submit the documents required pursuant to this Grant Agreement, COMMISSION may seek a financial accounting of GRANTEE and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.

11.3. **Expenditures by GRANTEE.** GRANTEE shall make all expenditures under this Grant Agreement in accordance with the budget set forth in **Exhibit B** and this Section 11.

11.3.1. If applicable, GRANTEE shall complete all activities under the "Capital Improvement/Renovations" cost category within the first year of this project. GRANTEE shall submit all adjustment to this cost category to the designated

COMMISSION staff for approval. GRANTEE shall be solely responsible for compliance with all applicable land use, permitting, environmental, contracting and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.

11.3.2. If applicable, GRANTEE shall complete all purchases under the "Equipment" cost category within year one of this project. Any requests for exceptions to the requirements of this Section 11.3.2. shall require prior notification by GRANTEE to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.

11.3.3. If applicable, GRANTEE shall calculate all expenses under the "Space and Telephone" cost category based on a reasonable allocation methodology.

11.3.4. GRANTEE's indirect costs shall be limited to ten percent (10%) of GRANTEE's personnel costs, excluding fringe benefits. Indirect costs exceeding the ten percent (10%) are GRANTEE's sole responsibility.

12. **SUPLANTING**

12.1. GRANTEE, its officials, officers, directors, employees, agents, subcontractors or assignees shall not supplant state, county, local or other governmental general fund money with payments made by COMMISSION to GRANTEE under this Grant Agreement. GRANTEE may use payments made by COMMISSION to GRANTEE under this Grant Agreement to supplement existing efforts, support innovation, identify best practices and promote systems change.

12.2. No COMMISSION payments made under this Grant Agreement shall be used for any existing project or program funded by local general funds unless GRANTEE demonstrates to COMMISSION that the payments will be used to fund a program that has been terminated or to solely supplement an existing project or program, and not to supplant existing funding.

13. **ACCOUNTING**

13.1. GRANTEE shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").

13.2. GRANTEE shall provide timely notification to COMMISSION of any major changes to GRANTEE's financial system that may impact the programs or services conducted under this Grant Agreement.

14. **TANGIBLE REAL AND PERSONAL PROPERTY**

14.1. Records. GRANTEE shall maintain a record for each item of tangible real or personal property valued in excess of Five Hundred Dollars (\$500.00) acquired with payments made by COMMISSION to GRANTEE pursuant to this Grant Agreement. The 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. COMMISSION may, on an annual basis, request updated records from GRANTEE for all personal property acquired with payments made by COMMISSION to GRANTEE under this Grant Agreement.

14.2. Ownership. At COMMISSION's option, all items of tangible real or personal property purchased with payments made by COMMISSION to GRANTEE under this Grant Agreement

shall become COMMISSION's property upon the expiration or termination of this Grant Agreement. COMMISSION shall exercise its option to retain items of tangible real or personal property within the thirty (30) calendar days immediately preceding and following the expiration or termination of this Grant Agreement. Notwithstanding the foregoing, GRANTEE may request, and COMMISSION may in its sole discretion approve or deny, that GRANTEE retain custody, control or sole ownership of specified items of tangible personal property acquired with payments made by COMMISSION to GRANTEE pursuant to this Grant Agreement following the expiration or termination of this Grant Agreement, so long as GRANTEE demonstrates that GRANTEE will use the tangible personal property for purposes consistent with COMMISSION's mission and statutory authority.

15. **PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES ("MAA")**

GRANTEE may voluntarily participate in the Medi-Cal Administrative Activities ("MAA") Program implemented by COMMISSION under the governance of the County of Los Angeles Local Governmental Agency (the "County") during the Grant Period. If GRANTEE voluntarily participates in the MAA Program, GRANTEE shall sign the Medi-Cal Administrative Activities (MAA) Form, attached hereto as **Exhibit D**, and perform the MAA Activities detailed in **Exhibit D** on behalf of the State of California Department of Health Services ("CDHS") and the County and as approved by COMMISSION and the County. **Exhibit D** is incorporated into this Grant Agreement upon its execution by GRANTEE.

16. **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 Grant Agreement. GRANTEE shall not, at any time, or in any manner, represent that it or any of its officials, officers, directors, agents or employees are in any manner employees of COMMISSION. GRANTEE agrees to pay all required taxes on amounts paid to GRANTEE under this Grant Agreement, and to indemnify and hold COMMISSION harmless from any and all taxes, assessments, penalties, and interest asserted against COMMISSION by reason of the independent contractor relationship created by this Grant Agreement. GRANTEE shall fully comply with the workers' compensation law regarding GRANTEE and GRANTEE's employees. GRANTEE shall indemnify and hold COMMISSION harmless from any failure of GRANTEE to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to GRANTEE under this Grant Agreement any amount due to COMMISSION from GRANTEE as a result of GRANTEE's failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Section 16.

17. **CONFLICT OF INTEREST**

GRANTEE and its officials, officers, directors, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to GRANTEE's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, GRANTEE shall retain the right to perform similar services not related to the COMMISSION for other clients, but GRANTEE and its officials, officers, directors, employees, associates and subcontractors shall not provide evaluation, advice or technical assistance regarding the project or initiative that is the subject of this Agreement to any COMMISSION grantee, collaborator, partner or contractor with which the GRANTEE or its officials, officers, directors, employees, associates and subcontractors has a prior or existing business relationship without the prior written approval of COMMISSION's Executive Director or the Executive Director's designee. GRANTEE and its officials,

officers, directors, employees, associates and subcontractors shall not accept work, income, compensation, employment or gifts, whether actual or promised, from another person or entity for whom GRANTEE is not currently performing work that would require GRANTEE or one of its officials, officers, directors, employees, associates or subcontractors to abstain from making, participating in or attempting to influence a governmental decision under this Agreement pursuant to a conflict of interest statute. GRANTEE shall maintain the confidentiality of any confidential information obtained from COMMISSION during the term of this Agreement and shall not use such information for personal or commercial gain outside of the scope of this Agreement. The term "confidential information" shall mean any and all information that is disclosed by COMMISSION to GRANTEE verbally, electronically, visually or in a written or other tangible form that is either identified or should be reasonably understood to be confidential or proprietary. GRANTEE shall not subsequently solicit or accept employment or compensation under any program, grant or service from COMMISSION that results from or arises out of the Partnerships for Families Program without the prior written consent of COMMISSION's Executive Director or the Executive Director's designee.

18. **FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS**

18.1. GRANTEE shall indicate prominently in every press release, public statement, electronic media, project signage or printed materials, including, brochures, newsletters, and reports, related to the programs and services conducted by GRANTEE pursuant to this Agreement that the programs and services are funded by COMMISSION. GRANTEE shall ensure that the COMMISSION funding attribution in promotional materials, activities and publications developed in support of the program and services conducted by GRANTEE pursuant to this Agreement conform to the formatting requirements outlined in COMMISSION's Style Guide, including the appropriate display of COMMISSION's logo and a funding attribution statement. In all documents to be created and distributed by GRANTEE pursuant to this Agreement, GRANTEE shall include, in a prominent location that conforms to the COMMISSION's Style Guide, the COMMISSION's logo and the statement "Funded by First 5 LA" and shall provide COMMISSION staff with material for review and approval prior to distribution (either as a print publication or via digital distribution).

18.2. If applicable to the performance of this Agreement, GRANTEE shall also prominently display all COMMISSION supplied promotional materials, such as educational posters, banners, brochures and fliers at project and program sites.

19. **PROPRIETARY RIGHTS**

COMMISSION and GRANTEE agree that all literary, artistic and intellectual works, including software, materials, published documents or reports, and data and information, created by GRANTEE in the performance of this Grant Agreement are works made for hire. COMMISSION shall own the copyright in all works made for hire. GRANTEE shall not file an application for copyright registration of the works made for hire. GRANTEE may retain a copy of all working papers prepared by GRANTEE pursuant to this Grant Agreement. COMMISSION may make copies of and use all working papers prepared by GRANTEE pursuant to this Grant Agreement and the information contained therein. At COMMISSION's sole discretion, GRANTEE may consent to and participate financially in any licensing or sales agreement relating to literary, artistic and intellectual works created by GRANTEE pursuant to this Grant Agreement. GRANTEE represents and warrants that literary, artistic and intellectual works created by GRANTEE in the performance of this Agreement do not and will not infringe any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party. To the full extent permitted by law, GRANTEE shall defend, indemnify and hold harmless Indemnitees, as defined in Section 21, from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs

associated therewith, whether actual, alleged or threatened, arising out of, pertaining to, or relating to the literary, artistic and intellectual works' infringement of any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party.

20. INSURANCE

20.1. GRANTEE, at its own expense, shall obtain and maintain at all times during the term of this Grant Agreement the following policies of insurance with the minimum limits indicated below, unless otherwise approved in writing by COMMISSION's Executive Director or Executive Director's designee:

20.1.1. Commercial General Liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) General Aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.

20.1.2. Business Auto Liability coverage on ISO Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01. For vehicles funded by this Grant Agreement that COMMISSION has an ownership interest in, automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of one thousand dollars (\$1,000) per accident and COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.

20.1.3. Workers' Compensation Insurance as required by the State of California and with minimum statutory limits and Employers' Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident and per employee and in the Aggregate for disease.

20.1.4. When the law establishes a professional standard of care for GRANTEE's services or if the services or a portion of the services performed by GRANTEE involves the use of professional knowledge, Professional Liability coverage with a minimum limit of one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) in annual Aggregate. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement. GRANTEE shall maintain the insurance for three (3) years after the completion of GRANTEE's programs and services under this Agreement and if the coverage is cancelled or non-renewed and not placed with another claims-made policy with a retroactive date prior to the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement, GRANTEE must purchase extended reporting coverage for a minimum of three (3) years after the completion of GRANTEE's programs and services under this Agreement.

20.1.5. If COMMISSION has insurable interest under this Agreement and equipment purchased is valued at five thousand dollars (\$5,000) or more, Property Liability coverage on real and personal property on a replacement cost basis, written on a Special Form Causes of Loss and with a maximum deductible of one thousand dollars (\$1,000) per occurrence.

- 20.1.6. Excess Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and in the Aggregate and shall provide these limits in excess of the required Commercial General Liability, Business Auto Liability and Employer's Liability as shown.
- 20.2. The policies of insurance required under this Section 20 shall be issued by insurers authorized to do business in the State of California, with a minimum A.M. Best's Insurance rating of A:VIII, unless otherwise approved in writing by COMMISSION's Executive Director or Executive Director's designee.
- 20.3. All insurance coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy of insurance.
- 20.4. The following endorsements are required by the COMMISSION:
- 20.4.1. The Commercial General Liability, Business Auto Liability and Excess Liability policies, are to contain or be endorsed to contain the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees as additional insureds with respect to liability and defense of claims arising from the operations and uses performed by or on behalf of GRANTEE.
- 20.4.2. The Commercial General Liability, Business Auto Liability and Excess Liability policies shall be or endorsed to be primary and non-contributing as respects the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees.
- 20.4.3. COMMISSION shall be named as Loss Payee under the Property coverage policy, as COMMISSION's interest may appear.
- 20.4.4. No policies of insurance provided to comply with this Section 20 shall prohibit GRANTEE, or GRANTEE's employees or agents, from waiving the right of subrogation prior to a loss. GRANTEE waives any right of subrogation that GRANTEE or GRANTEE's insurer may acquire against COMMISSION. GRANTEE shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy as required by Section 20.1.4. shall include a waiver of subrogation endorsement as required in this Section 20.4.3. GRANTEE's failure to provide COMMISSION with a waiver of subrogation endorsement from GRANTEE's insurer(s) shall not relieve GRANTEE of its obligations under this Section 20.5.
- 20.5. Should the policies of insurance required under this Section 20 be suspended, voided, modified, terminated or non-renewed, GRANTEE will provide thirty (30) days' prior written notice to COMMISSION, excepting only for non-payment of premium, in which case GRANTEE shall provide ten (10) days' written notice to COMMISSION. If the policies of insurance required under this Section 20 are suspended, voided, modified, terminated or non-renewed, GRANTEE shall, within two (2) business days of notice from the insurer(s), notify COMMISSION by phone, fax or certified mail, return receipt requested of the suspension, voiding, modification, termination or non-renewal of the policies.
- 20.6. The requirements of specific coverage features or limits contained in this Section 20 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.

- 20.7. The requirements of this Section 20 shall supersede all other sections and provisions of this Grant Agreement to the extent that any other section or provision conflicts with or impairs this Section 20.
- 20.8. All insurance coverage and limits provided by GRANTEE and available and applicable to this Grant Agreement shall apply to the fullest extent of the policies. Nothing in this Grant Agreement shall be interpreted as limiting the application of insurance coverage as required under this Section 20.
- 20.9. GRANTEE or GRANTEE's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION at the address set forth in Section 33 prior to GRANTEE's performance of services under this Grant Agreement. Any actual or alleged failure on the part of COMMISSION or any other additional insured under these requirements to obtain evidence of insurance required under this Grant Agreement in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.
- 20.10. Renewal Certificates shall be provided not less than ten (10) calendar days prior to GRANTEE's policy expiration dates. COMMISSION, at any time, may request and obtain from GRANTEE complete, certified copies of any insurance policies required of CONTRACTOR under this Section 20.
- 20.11. GRANTEE may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section 20 subject to the approval of COMMISSION's Executive Director's or his or her designee. Copies of GRANTEE's audited financial statements to support any self-insurance or other financial documents may be required by COMMISSION. GRANTEE shall submit to COMMISSION a copy of the self-insured certificate and evidence of the authorized third-party administrator of the self-insured program.
- 20.12. GRANTEE shall require all subcontractors performing services under this Grant Agreement to comply with all insurance requirements set forth in this Section 20. GRANTEE shall obtain certificates or other evidence of insurance coverage and copies of all required endorsements from all subcontractors and assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Section 20.
- 20.13. GRANTEE's failure to maintain the policies of insurance required under this Section 20 shall constitute a material breach of this Grant Agreement for which COMMISSION may withhold final payment to GRANTEE until such time as GRANTEE complies with the insurance requirements contained in this Section 20 may terminate this Grant Agreement pursuant to Section 30 of this Grant Agreement or secure alternate insurance at GRANTEE'S expense.

21. **INDEMNIFICATION**

- 21.1. Indemnity for Professional Liability. When the law establishes a professional standard of care for the GRANTEE's services or if the services or a portion of the services performed by GRANTEE involves the use of professional knowledge, and to the fullest extent permitted by law, GRANTEE shall defend, indemnify and hold harmless COMMISSION, its officials, officers, directors, employees, servants, designated volunteers and agents serving as independent contractors in the role of COMMISSION officials (collectively "Indemnitees"),

from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "damages"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to any negligent or wrongful act, error or omission of GRANTEE, its officials, officers, directors, agents, employees, subcontractors, or any entity or individual that GRANTEE bears legal liability thereof, in the performance of professional services under this Grant Agreement. GRANTEE shall defend Indemnitees in any action or actions filed in connection with any such damages with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

21.2. Indemnity for Other than Professional Liability. To the fullest extent permitted by law, GRANTEE shall defend, indemnify and hold harmless Indemnitees from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to GRANTEE's performance of this Grant Agreement, including the Indemnitee's active or passive negligence, except for claims arising from the sole negligence, recklessness or willful misconduct of Indemnitees, as determined by final arbitration or court decision. GRANTEE shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

21.3. Survival. The terms of this Section 21 shall survive the expiration or termination of this Grant Agreement.

22. ASSIGNMENTS AND DELEGATION

GRANTEE may not assign any of its rights or delegate any of its duties under this Agreement without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. If COMMISSION consents to GRANTEE's subcontracting of all or a portion of this Agreement, GRANTEE shall submit to COMMISSION all proposed subcontractors and/or a copy of the subcontract or memorandum of understanding between GRANTEE and the subcontractor if required by the designated COMMISSION staff for COMMISSION's prior review and approval. GRANTEE shall provide copies of executed subcontracts if requested by the designated COMMISSION staff. Despite COMMISSION's consent, COMMISSION shall not be liable for the actions of the subcontractors and no assignment or delegation will release GRANTEE from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this provision is void and will entitle COMMISSION to terminate this Agreement. As used in this Section 22, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, subcontract or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs or any change in GRANTEE's corporate structure, governing body or management.

23. COMPLIANCE WITH APPLICABLE LAWS

23.1. GRANTEE shall conform to and abide by all applicable federal, state and local laws, ordinances, codes and regulations, and licensing and accrediting authorities, in the performance of this Grant Agreement. GRANTEE's failure to comply with such laws,

ordinances, codes, regulations and authorities shall be deemed a material breach of this Grant Agreement.

- 23.2. GRANTEE shall 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 Grant Agreement.
- 23.3. In accordance with Los Angeles County Municipal Code Section 4.32.010 *et seq.*, GRANTEE certifies and agrees that all persons employed by GRANTEE, its satellites, subsidiaries, or holding companies are and will be treated equally by GRANTEE 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.
- 23.4. If applicable to the provision of programs and services under this Grant Agreement, GRANTEE shall comply with Public Contracts Code Section 3410, 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.
- 23.5. If applicable to the provision of programs and services under this Grant Agreement, GRANTEE shall comply with Public Contracts Code Section 22150, 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.

24. NON-DISCRIMINATION IN EMPLOYMENT

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. The terms of this Section 24 apply 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. GRANTEE shall treat its subcontractors, bidders and vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap. Upon COMMISSION'S request, GRANTEE shall provide access to COMMISSION'S representatives to inspect GRANTEE's employment records during GRANTEE's regular business hours in order to verify compliance with the provisions of this Section 24.

25. CRIMINAL CLEARANCE

For the safety and welfare of any children to be served under this Grant Agreement, GRANTEE shall, as permitted by law, ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors, especially for those listed in **Exhibits A and B**, including GRANTEE's administrative staff performing under this Grant Agreement who may come in contact with children in the course of GRANTEE's performance of the programs and services required under to this Grant Agreement, and maintain the records in each person's file. Within thirty (30) calendar days after GRANTEE ascertains a conviction record, GRANTEE shall notify COMMISSION of any arrest or subsequent conviction, excluding convictions for minor traffic offenses,

of any employee, independent contractor, volunteer or subcontractor who comes into contact with children while conducting programs and services required under this Grant Agreement. GRANTEE shall not to engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including the offenses specified in California Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following California Penal Code sections or any future California Penal Code sections that address these crimes: (1) Section 261.5 (unlawful sexual intercourse with a minor); (2) Section 272 (causing, encouraging or contributing to delinquency of person under age 18); (3) Section 273a (willful harm or injury to child or child endangerment); (4) Section 273ab (assault resulting in death of child under 8 years of age); (5) Section 273d (infliction of corporal punishment or injury on child resulting in traumatic condition); (6) Section 273g (degrading, lewd, immoral or vicious practices in the presence of children); (7) Section 286 (sodomy); (8) Section 288 (lewd or lascivious acts upon the body of a child under age 14); (9) Section 288a (oral copulation); (10) Section 314 (indecent exposure); (11) Section 647 (disorderly conduct, including lewd conduct, prostitution, loitering and intoxication in a public place); and (12) Section 647.6 (annoyance of or molesting a child under age 18).

26. GRANTEE RESPONSIBILITY AND DEBARMENT

26.1. Responsibility. GRANTEE shall timely notify COMMISSION of any material changes in GRANTEE's primary funding sources or overall organization funding that may impact GRANTEE's ability to successfully conduct the programs and services required under this Grant Agreement. It is COMMISSION's intent to contract with responsible entities. GRANTEE shall notify COMMISSION if GRANTEE is debarred, suspended, proposed for debarment, or declared ineligible by any federal, state or local funding agency. GRANTEE shall notify COMMISSION if GRANTEE's license or certification, as applicable, has been revoked or suspended. GRANTEE shall notify COMMISSION within the (10) business days of receipt of notification that GRANTEE is subject to any proposed or pending debarment, suspension, indictments, termination or revocation of license or certificate.

26.2. Debarment.

26.2.1. If COMMISSION acquires information concerning GRANTEE's performance under this Grant Agreement that indicates to COMMISSION that GRANTEE is not responsible, COMMISSION may, in addition to other remedies provided under this Grant Agreement, debar GRANTEE from bidding on COMMISSION's requests for proposals for a specified period of time and terminate any or all existing agreements that GRANTEE may have with COMMISSION.

26.2.2. COMMISSION may debar GRANTEE pursuant to **Exhibit C** if it finds, in its reasonable discretion, that GRANTEE has done, without limitation, any of the following: (1) violated any significant terms or conditions of this Grant Agreement; (2) committed an act or omission that negatively reflects on GRANTEE's quality, fitness or capacity to perform under this Grant Agreement with COMMISSION or any other public entity, or engaged in a pattern or practice that negatively reflects on the same; (3) committed an act or offense that indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

26.2.3. If there is evidence that GRANTEE may be subjected to debarment pursuant to **Exhibit C**, COMMISSION will notify GRANTEE in writing of the evidence that is the basis for the proposed debarment.

26.2.4. GRANTEE's debarment shall constitute a material breach of this Grant Agreement.

27. **NON-COMPLIANCE**

COMMISSION may impose sanctions on GRANTEE for GRANTEE'S non-compliance under this Grant Agreement in accordance with **Exhibit C**. COMMISSION shall deem GRANTEE non-compliant due to any of the following: 1) GRANTEE's failure to comply with the terms and provisions of this Grant Agreement; or 2) GRANTEE's failure to effectively implement and manage the COMMISSION-funded program or failure to submit a product or deliverable or provide a service, as described in **Exhibit A**.

28. **INTERPRETATION AND ENFORCEMENT OF GRANT AGREEMENT**

- 28.1. **Severability**. If a court or an arbitrator of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Grant Agreement shall not be affected.
- 28.2. **Governing Laws, Jurisdiction and Venue**. This Grant Agreement, and any dispute arising from the relationship between the Parties to this Grant Agreement, shall be governed by California law. Any dispute that arises under or relates to this Grant Agreement (whether contract, tort or both) shall be resolved in a state court in Los Angeles County, California.
- 28.3. **Waiver**. No delay or omission to exercise any right, power or remedy accruing to COMMISSION under this Grant Agreement shall impair any right, power or remedy of COMMISSION, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure or a condition or any right or remedy under this Grant Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of condition or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.
- 28.4. **Word Usage**. Unless the context clearly requires otherwise, (a) the words "shall" or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.
- 28.5. **Headings**. The headings in this Grant Agreement are included solely for convenience or reference and shall not affect the interpretation of any provision of this Grant Agreement or any of the rights or obligations of the Parties of this Grant Agreement.
- 28.6. **Ambiguities**. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Grant Agreement.
- 28.7. **Attorney Fees**. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Grant Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Grant Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs or expenses, to resolve the dispute and to enforce the final judgment.

29. **INFORMATION TECHNOLOGY REQUIREMENTS**

- 29.1. If applicable to the programs and services conducted under this Grant Agreement, GRANTEE shall coordinate with COMMISSION's Information Technology ("IT") Department regarding the design, development, structure and implementation of IT components required under this Grant Agreement, including databases, documents and spreadsheets, and apply, as appropriate, the following IT specifications:

- 29.1.1. Hardware and Software compatibility with industry hardware, software and security standards to allow adequate compatibility with COMMISSION's infrastructure.
 - 29.1.2. Open Data Base Connectivity ("ODBC") compliant for data collection and dissemination purposes.
 - 29.1.3. Ability to collect information at the client-level, as necessary.
 - 29.1.4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
 - 29.1.5. Ability to export to and import the data collected.
- 29.2. GRANTEE shall timely notify COMMISSION of any major problem with GRANTEE's hardware or software that may impact GRANTEE's provision of the programs and services required under this Grant Agreement.

30. **TERMINATION OF GRANT AGREEMENT**

- 30.1. Termination without Cause. COMMISSION may terminate this Grant Agreement by giving written notice to GRANTEE at least thirty (30) calendar days before the termination is to be effective. COMMISSION shall compensate GRANTEE for actual expenses incurred up to the effective date of termination in accordance with Sections 10 and 11 of this Grant Agreement. After receipt of notice of termination, and except as otherwise directed by COMMISSION, GRANTEE shall, to the extent possible, continue to conduct the programs and services required under this Grant Agreement until the effective date of termination. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION final reports. Neither Party shall have any other claim against the other Party by reason of such termination.
- 30.2. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Grant Agreement, COMMISSION shall not be obligated for GRANTEE's performance under this Grant Agreement or by any provision of this Grant Agreement during any of COMMISSION's future fiscal years unless and until COMMISSION appropriates funds for this Grant Agreement in the COMMISSION's budget for each such future fiscal year. In the event that funds are not appropriated for this Grant Agreement, then this Grant Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COMMISSION shall notify GRANTEE in writing of any such non-allocation of funds at the earliest possible date.
- 30.3. Termination for Cause. COMMISSION may terminate this Grant Agreement for cause, effective immediately, by giving written notice to GRANTEE. For purposes of this Grant Agreement "cause" includes GRANTEE's material breach of this Grant Agreement, GRANTEE's failure to provide the programs and services required under **Exhibit A** in a satisfactory manner, or GRANTEE's, or its employees', subcontractors' or agents' mismanagement or misuse of funds paid to GRANTEE by COMMISSION under this Grant Agreement. COMMISSION shall compensate GRANTEE for actual expenses incurred up to the effective date of termination in accordance with Sections 10 and 11 of this Grant Agreement. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION final reports. Neither Party shall have any other claim against the other Party by reason of such termination.

31. **LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS**

- 31.1. COMMISSION's payment obligations pursuant to this Grant Agreement are payable solely from funds appropriated by COMMISSION for the purpose of this Grant Agreement. GRANTEE shall have no recourse to any other funds allocated to or by COMMISSION. GRANTEE acknowledges that the funding for this Grant Agreement is limited to the Grant Period only, with no future funding promised or guaranteed.
- 31.2. COMMISSION and GRANTEE expressly agree that full funding for this Grant Agreement over the Grant Period is contingent on the continued collection of tax revenues pursuant to Proposition 10 and the continued allocation of Los Angeles County's share of those revenues to 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 COMMISSION's revenues, COMMISSION may reduce or eliminate funding for this Grant Agreement at a level that is generally proportionate to the elimination or reduction in the COMMISSION's receipt of Proposition 10 tax revenues.

32. **NOTICES**

- 32.1. Notices. Except as otherwise required of GRANTEE by COMMISSION, all notices, consents, requests, demands, reports, invoices or other communications required under this Grant Agreement shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission is sent by facsimile, (4) three business days following deposit in the United States mail, by first class mail, postage prepaid, addressed to the Party to be notified as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing or (5) on the first business day after transmission is sent by email, if permitted by the designated COMMISSION staff.. E-mails shall be confirmed in hard copy by either United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To GRANTEE:

Program Contact Person		Telephone	E-mail
Fiscal Contact Person		Telephone	E-mail
Agency Name			
Name of Payee (if different from above)			
Agency Address			
Agency Address for Payment (if different from above)			

To COMMISSION:

FIRST 5 LA
Attention: Kim Belshé, Executive Director
750 North Alameda Street, Suite 300
Los Angeles, California 90012

32.2. 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 Grant Agreement, that Party shall, within three (3) business days, give written notice, including relevant information, to the other Party.

33. **TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this Grant Agreement that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Grant Agreement.

34. **AUTHORIZATION WARRANTY**

GRANTEE represents and warrants that the signatories to this Grant Agreement are fully authorized to obligate GRANTEE under this Grant Agreement and that GRANTEE has accomplished all corporate acts necessary for the execution of this Grant Agreement.

[SIGNATURE PAGE FOLLOWS]

35. AGREEMENT SIGNATURES

The Parties, through their respective duly authorized signatories, are signing this Grant Agreement on the date set forth above.

GRANTEE:

South Bay Center for Counseling
360 N. Sepulveda Boulevard, Suite 2075
El Segundo, CA 90245

Agreed & Accepted:

Colleen Mooney Executive Director
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

Colleen Mooney
SIGNATURE

Colleen Mooney
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

SIGNATURE


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

AND

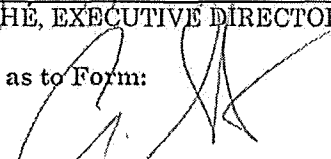
COMMISSION:

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

Agreed & Accepted:

 for
KIM BELSHE, EXECUTIVE DIRECTOR

Approved as to Form:


CRAIG A. STEELE, LEGAL COUNSEL