

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

**32743**

THIS SUBCONTRACT is made and entered into this the 1<sup>st</sup> day of July 1, 2012, 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, 2012 and shall expire on June 30, 2013, 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 **\$54,600.00** (FIFTY FOUR THOUSAND SIX 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, 2012 to June 30, 2013.
- 3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for activities/services provided by the 10<sup>th</sup> 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 **1066** hours of Direct Service at the rate of **\$49.48 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 if this Agreement, failure by SUBCONTRACTOR to maintain the required insurance shall constitute a breach of this Agreement and CONTRACTOR may immediately terminate or suspend this Agreement as a result, or secure alternate insurance at SUBCONTRACTOR'S expense. CONTRACTOR shall ensure that Subcontractors comply with all insurance requirements described in this Section.

- 6.2 It is specifically agreed by the Parties that this Section 6 shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs Section 15 of the prime contract. Nothing in this Agreement is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its SUBCONTRACTORS shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a 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**

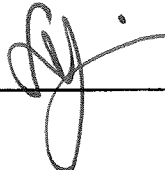
Authorized Signature  
Print Name and Title

Colleen Mooney  
Colleen Mooney, Executive Director

**SUBCONTRACTOR:**  
Name of Agency

**CITY OF LONG BEACH**

Authorized Signature



**Assistant City Manager**

Print Name and Title

Patrick West, City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Tax Identification Number



Date: 8.3.12

APPROVED AS TO FORM

7/16, 20 12  
ROBERT E. SHANNON, City Attorney

By [Signature]  
LINDA TRAN  
DEPUTY CITY ATTORNEY



**Budget Summary**

Agency: CITY OF LONG BEACH - CENTER FOR FAMILIES AND YOUTH

Project Name: PARTNERSHIP FOR FAMILIES - Case Management Agreement Period: July 01, 2012 - June 30, 2013

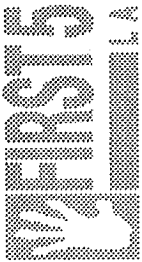
	Cost Category	First 5 LA Funds	Matching Funds	Total Costs
1	Personnel	52,751		52,751
2	Contracted Svcs (Excluding Evaluation)			
3	Equipment			
4	Printing/Copying			
5	Space			
6	Telephone			
7	Postage			
8	Supplies	949		949
9	Employee Mileage and Travel	900		900
10	Training Expenses			
11	Evaluation			
12	Other Expenses (Excluding Evaluation)			
13	*Indirect Costs			
<b>TOTAL:</b>		<b>\$54,600</b>		<b>\$54,600</b>

54600

Fiscal Contact Person \_\_\_\_\_ Date \_\_\_\_\_  
Agency Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Program Officer \_\_\_\_\_  
Finance \_\_\_\_\_

**Additional supporting documents may be requested**



Personnel

Agency: CITY OF LONG BEACH - CENTER FOR FAMILIES AND YOUTH

Project Name: PARTNERSHIP FOR FAMILIES - Case Management

Agreement Period: July 01, 2012 - June 30, 2013

ANNUAL First 5 LA Funds PROJECT PERSONNEL BUDGET					TOTAL PROJECT PERSONNEL BUDGET		
Title/Name(s)	FT/PT	Gross Monthly Salary	% of Time on First 5 LA Project	Months to be Employed	First 5 LA Funds	Matching Funds	Total Personnel Cost
Center Director/Trainer - Rosie Velazquez-Gutierrez	FT	7,386	2.50%	12	2,215.80		2,216
IHOC Counselor - Jennifer Rooney	FT	3,975	62.50%	12	29,812.50		29,813
					32,028		32,028

Total Direct Salaries		Percentage	Total Personnel
FICA	1,986	6.20%	1,986
SUI	970	3.03%	970
Health	4,968	15.51%	4,968
PB/WC	2,870	8.96%	2,870
Retirement/Other	9,929	31.00%	9,929
	20,722.31	64.70%	20,722.31
<b>Total Personnel</b>			<b>\$52,751</b>

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED

USE ADDITIONAL SHEETS IF NECESSARY

\*Fringe Benefits must be broken down by categories.



**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.

<b>Fiscal Year:</b>	July 1, 2012 to June 30, 2013				
<b>Agency Name:</b>	City of Long Beach: Center for Families and Youth				
<b>Subcontract Amt:</b>	\$ 54,600	<b>Hourly Rate:</b>	\$ 49.48	<b>Total Hours:</b>	1,066.00

**SECTION A:**

**Personnel Costs (Include salaries and benefits)**

<b>Position:</b>	Center Director / Clinical Director		<b>Total # of Hours</b>	1 per week
<b>Salary:</b>	\$ 2,215.80	<b>Benefits:</b>	\$ 1,433.62	<b>Total Amount:</b> \$ 3,649.42
<b>Job Description:</b>				
Center Director will oversee the program's fiscal and programmatic mandates. Will ensure reports, billing, invoicing and meeting representation is met.				
In addition, the Center Director is a License Clinical Social Worker (LCSW) who will provide clinical support to PFF IHOC in the absence of the program's Clinical Director.				
Will work collaboratively to outreach and promote the program.				
The Clinical Director is a Licensed Clinical Social Worker (LCSW) with over 25 years of experience. She has worked with at risk families in different roles from gang prevention to training staff to improve the lives of children.				
She will provide clinical support to PFF IHOC in weekly clinical supervision. She will also be available for PFF IHOC for crisis support.				

<b>Position:</b>	In-Home Outreach Counselor (IHOC)		<b>Total # of Hours</b>	25 per week
<b>Salary:</b>	\$ 29,812.50	<b>Benefits:</b>	\$ 19,288.69	<b>Total Amount:</b> \$ 49,101.19
<b>Job Description:</b>				
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*

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

**SECTION B:**

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: \$ 949.00**

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

**Mileage: \$ 900.00**

IHOC traveling to visit PFF clients in their home to promote successful engagement (300 miles/month x \$0.50/mile x 8 months)

**Personnel Cost:**

Calendar Days	365 Days	Working Hours / Year:
Deduct: Sundays and Saturdays	104	205 days x 8 hrs/day = <b>1,640 hours</b>
Paid Holidays	18	
Vacation Leave	30	
Personal leave	8	
TOTAL	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 12 = 41.04 hrs for 12 months

In Home Outreach Counselor (IHOC)

62.50 % time to PFF

136.67 X 62.50% = 85.42 hrs per month

85.42 X 12 = 1,025.04 hrs for 12 months

TOTAL: 41.04 + 1,025.04 = 1,066.08 Hours for 12 months

Personnel \$52,750.61 / 1,066.08 Hours for PFF = \$49.48 hourly rate

Supplies & Mileage = \$1,849.39 / 1,066.08 = \$1.73 hourly rate

\$49.48 Hourly rate + \$1.73 = \$51.21 Total Hourly Rate

Grant Funding 54,600

Attach additional sheets if necessary.

Exhibit A

Champions For Our Children

AGREEMENT # | 00684 |

COMMISSIONERS

Los Angeles County Supervisor  
Yvonne Burke  
Chair

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

Nancy Au

Jane Boeckmann

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

Marvin J. Southard, D.S.W.

Evangelina R. Stockwell, Ed.D.

Corina Villaraigosa

Carolyn R. Wilder

EX OFFICIO MEMBERS

Jacquelyn McCroskey, D.S.W.

Connie Russell

Deanne Tilton

Harriette F. Williams, Ed.D.

EXECUTIVE DIRECTOR

Evelyn V. Martinez

750 N. Alameda Street  
Suite 300

Los Angeles, CA 90012

PH: 213.482.5902

FAX: 213.482.5903

www.first5la.org

contact@first5la.org

A public entity.

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

GRANT AGREEMENT

For

PARTNERSHIPS FOR FAMILIES INITIATIVE

Year 3

FOR THE PERIOD

July 1, 2008 to June 30, 2009

RECEIVED

JUN 30 AM 10:04

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

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

PARTNERSHIPS FOR FAMILIES INITIATIVE GRANT

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### 2.2.1. Values

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

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

### 2.3. Goals

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

### 2.4. Program Purpose

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

## 3. CONDUCT OF PROGRAM

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

## 4. TERM OF GRANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2. Final Payment to Grantee

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

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

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

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

9.4. Expenditures by Grantee

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

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

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

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

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

## 11. TANGIBLE REAL AND PERSONAL PROPERTY

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

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

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

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

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

## 13. STATUS AS INDEPENDENT CONTRACTOR

GRANTEE is, and shall at all times remain as to COMMISSION, a wholly independent contractor. GRANTEE shall have no power to incur any debt, obligation, or liability on behalf of COMMISSION. Neither COMMISSION nor any of its agents shall have control over the conduct of GRANTEE or any of GRANTEE'S employees, except as set forth in this Agreement. GRANTEE shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of COMMISSION.



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

16.3. It is specifically agreed by the Parties that this Section 16 shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section 16. Nothing in this Agreement is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by GRANTEE and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

#### 16.4. Liability

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

##### 16.4.1. Commercial General Liability Insurance

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

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

GRANTEE'S liability insurance shall be primary and non-contributory. All coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy.

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

##### 16.4.2. Workers' Compensation Insurance

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

##### 16.4.3. Professional Liability Insurance

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

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

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

## 18. CONFIDENTIALITY

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

## 19. ASSIGNMENTS AND SUBCONTRACTS

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

23. CRIMINAL CLEARANCE

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

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

24. AUTHORIZATION WARRANTY

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

25. GRANTEE RESPONSIBILITY AND DEBARMENT

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

27.3. Waiver

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

27.4. Caption and Section Headings

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

27.5. Attorneys Fees and Costs

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

28. INFORMATION TECHNOLOGY REQUIREMENTS

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

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

29. TERMINATION

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

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

31.3. Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA

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

With a copy of any Agreement changes or modifications to:

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

31.4. Notice of Delays

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

31.5. Reports

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]