

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

**31862**

THIS SUBCONTRACT is made and entered into this the 1<sup>st</sup> day of July 1 2010, 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, 2010 and shall expire on June 30, 2011, 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 **\$37,330.00** (THIRTY SEVEN THOUSAND THREE HUNDRED THIRTY 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, 2010 to June 30, 2011.
- 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 **1,391 hours** of Direct Service at the rate of **\$26.84 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:

Mary Hammer  
Director  
South Bay Center for Counseling  
360 N. Sepulveda # 2075  
El Segundo, CA 90245

prior to commencing services under this agreement. Such certificates or other evidence shall:

### 6.3 Liability

CONTRACTOR and Subcontractors shall provide policies of liability insurance of at least the following coverage and limits:

#### Commercial General Liability Insurance

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

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

SUBCONTRACTOR'S liability insurance shall be primary and non-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

Patrick H. West

Print Name and Title

Patrick H. West, City Manager

Tax Identification Number

[REDACTED]

Date: \_\_\_\_\_

APPROVED AS TO FORM

9-17, 2010

ROBERT E. SHANNON, City Attorney

By

Amy R. Burton  
AMY R. BURTON  
DEPUTY CITY ATTORNEY



Champions For Our Children

Exhibit A

AGREEMENT #	00684
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COMMISSIONERS  
Los Angeles County  
Supervisor  
Gloria Molina  
Chair

Marvin J. Southard, D.S.W.  
Vice Chair

Nancy Au

Jane Boeckmann

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

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

Alma D. Martinez

Evangelina R. Stockwell, Ed.D.

Carolyn R. Wilder

EX OFFICIO MEMBERS  
Duane Dennis

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](http://www.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 5

FOR THE PERIOD

July 1, 2010 to June 30, 2011

**GRANT AGREEMENT FOR  
PARTNERSHIPS FOR FAMILIES INITIATIVE**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, 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: \$815,696

GRANT NUMBER: 00684



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

PARTNERSHIPS FOR FAMILIES INITIATIVE GRANT

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1. APPLICABLE DOCUMENTS

- 1.1. Exhibits A – D, inclusive, and E (if applicable), as described below, are attached to and form an integral part of this Agreement, and are hereby incorporated by reference. Exhibits F, G and H, as described below, will be completed by GRANTEE at later dates and forwarded to COMMISSION as specified in Sections 6.7, 6.9, and 9.1 of this Agreement, and are hereby incorporated by reference as mandatory reports that are an integral part of this Agreement.
- 1.2. In the event of any conflict in the definition or interpretation of any provision of this Agreement and any provision of the Exhibits, or among provisions of the Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

Exhibit A STATEMENT OF WORK, SCOPE OF WORK, and EVALUATION PLAN, SCOPE OF WORK/ PROGRAM IMPLEMENTATION AND EVALUATION PLAN, or LOGIC MODEL, as applicable

Exhibit B BUDGET FORMS

Exhibit C ORIGINAL PROPOSAL

Exhibit D ADDITIONAL REQUIRED DOCUMENTS as listed in GRANT AGREEMENT CHECKLIST

Exhibit E MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORMS (if applicable)

Exhibit F FINAL EVALUATION REPORT (SRI Only)

Exhibit G INVOICE FORM

Exhibit H MID-YEAR AND YEAR-END REPORTS or QUARTERLY REPORTS and SUSTAINABILITY PLAN (if applicable)

2. COMMISSION OBJECTIVES

2.1. Mission Statement

Our mission is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

2.2. Vision

The COMMISSION is committed to creating a future throughout Los Angeles' 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.

### 2.2.1. 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 (Exhibit A) 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, 2010 ("effective date") and shall terminate June 30, 2011, ("termination date") unless terminated earlier as provided herein. In no event shall the total approved grant amount exceed \$815,696 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 – Exhibit A 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 on a year-to-year basis and that funding beyond the term of this

Agreement will be contingent upon factors which include, without limitation, COMMISSION'S annual budget and GRANTEE'S performance.

The Grant Agreement is a year to year contract which terminates on the "termination date". For the Grant Agreement renewal, the Grantee will be required to sign the grant at least two (2) weeks prior to the intended start date of the grant, as outlined in Term of Contract section of Grant Agreement, to assure the timely completion of the signature process by all parties. If the Grant Agreement is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the Grant Agreement execution date (the date all parties have signed the Grant Agreement). Commission shall not be liable to Grant Agreement or under any legal or equitable theory for the reimbursement of expenses or costs incurred by Grant Agreement or during the time between the "termination date" and the date of renewal in writing, if any. If the Grant Agreement is not signed within the thirty-day (30) period from the intended start date, the Commission has the right to withdraw the contract award. Any agreed upon changes to the intended start date must be confirmed in writing by both parties.

5. **IMPLEMENTATION OF PROGRAM**

Implementation of GRANTEE'S funded program must begin within thirty (30) calendar days after the effective date, per Section 4 of this Agreement.

6. **PROGRAM EVALUATION AND REVIEW**

- 6.1. GRANTEE shall submit a Scope of Work – Exhibit A (Evaluation Plan, if applicable) that outlines the scope of GRANTEE'S funded program to evaluate the performance of work completed under this Agreement.
- 6.2. GRANTEE shall participate in the evaluation activity COMMISSION is sponsoring for each of its initiatives, and shall modify GRANTEE'S Scope of Work (Exhibit A) if directed to do so by COMMISSION based on the information provided in an evaluation. GRANTEE may be required to participate in activities related to an Institution Review Board (IRB) related to Human Subjects Protection.
- 6.3. Any such modifications recommended by COMMISSION to GRANTEE'S Scope of Work – Exhibit A (Evaluation Plan, if applicable) are not subject to Section 7.2 of this Agreement.
- 6.4. GRANTEE shall participate in and cooperate with statewide efforts to evaluate Proposition 10 efforts. GRANTEE may opt out of the statewide evaluation efforts only if by participating, the GRANTEE would be violating HIPAA, applicable law, Confidentiality Agreements, and/or any internal Board policies related to the dissemination of confidential data. GRANTEE shall provide written notice to COMMISSION of its decision to opt. out. In the event GRANTEE opts out, GRANTEE will still be required to provide aggregate data or completed surveys about systems change and operations accomplished by GRANTEE'S lead agency and its collaborative partners.
- 6.5. GRANTEE shall, at its own expense, participate in and cooperate with any financial and/or program audit activities required by the COMMISSION, County or the State during the four (4) calendar years immediately following the termination of this Agreement. To facilitate any such audit, GRANTEE shall maintain all records and documents associated with its activities pursuant to this Agreement in a place and manner reasonably accessible to the COMMISSION and auditors.

- 6.6. GRANTEE shall establish, maintain and permit reasonable COMMISSION and/or auditor access to case files/records, receipts, payroll records (includes employee timesheets/timecards), client/user complaints, monthly/quarterly reports, records required by other provisions of this Agreement and all fiscal records for a period of four (4) years following the termination date and shall establish all necessary mechanisms to keep program data confidential and secure.
- 6.7. GRANTEE shall submit Mid-Year and Year-End Reports or Quarterly Reports (Exhibit H), as applicable, containing basic service level estimates of work completed per grant reporting period by the designated due date provided. GRANTEE may be required to use a secure Internet site to submit basic service data.
- 6.8. As applicable, GRANTEE shall submit Sustainability Plan (Exhibit H), detailing the sustainability activities pursuant to the program and services funded under this Agreement.
- 6.9. Within twenty (20) business days or sixty (60) days (SRI Only) after the termination of this Agreement, GRANTEE shall submit a Year-End Report (Exhibit H) or Final Evaluation 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 including employee timesheets.
  - 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 available on an annual basis within 120 days after the close of the GRANTEE'S fiscal year and must be submitted to the COMMISSION upon request.
- 6.11.1. If the audit report is not available upon request 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. GRANTEE will be responsible for any infringement and/or misconduct performed using any data collected under this Agreement. GRANTEE is responsible for the design and maintenance of all data security and encryption necessary to secure the data confidentiality. The COMMISSION will be notified immediately upon the discovery of any breach of data confidentiality and/or the participation of the GRANTEE is consequential legal or non-legal actions to remedy the breach of confidentiality matter. Breach of data confidentiality may constitute a breach of this agreement and may be grounds for the termination of this Agreement and the GRANTEE debarment from future funding opportunities.
- 6.14. 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 and reserves the right to convert this Grant Agreement to a performance-based contract at any time throughout its duration, if COMMISSION deems it necessary for the attainment of the program/project deliverables and required results.
- 6.15. With respects to data ownership and confidentiality, the following provisions will be required:
- 6.15.1. The COMMISSION and GRANTEE will maintain joint ownership of any raw data produced during the course of this Agreement.
- 6.15.2. 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.
- 6.15.3. Both the GRANTEE and the COMMISSION shall implement and comply with HIPAA and adequate procedures to maintain the confidentiality of data and information collected pursuant to this Agreement. GRANTEE shall be responsible for complying with all applicable state and federal laws governing the gathering, use and protection of personal information and the protection of human subjects.
- 6.15.4. The COMMISSION shall be added to all GRANTEE consent and release forms as the "LA Cty. Prop 10 Commn., its officers, agents, consultants and employees."

## 7. MODIFICATION OF AGREEMENT DOCUMENTS

- 7.1. This Agreement constitutes the complete and exclusive statement of understanding between the Parties that supersedes all previous Agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement. No amendment or modification to this Agreement is valid unless the same is in writing and is executed 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 Agreement. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Agreement by virtue of its review and approval of, or failure to object to, contracts or other business transactions entered into by GRANTEE.

7.2. PROGRAM Modifications

GRANTEE'S requests for PROGRAM modifications, as opposed to budget modifications provided for in Section 9, must be submitted in writing to COMMISSION or its designee, at least one (1) month prior to the requested effective date of such modification.

7.2.1. Program modifications are subject to review and approval by the State prior to COMMISSION approval (SRI Only).

7.3. Time Limits

Request for modifications will not be accepted during the first two (2) months and the final three (3) months of this Agreement period, and not more than TWICE thereafter.

8. MONTHLY FINANCIAL REPORTING

During the duration of this Agreement, GRANTEE shall provide to COMMISSION a Schedule of Monthly and Year to Date Expenses (Exhibit G - Invoice Form) incurred in its performance, based on the GRANTEE'S Line Item Budget format (Exhibit B) approved for this Agreement.

This Schedule shall be verified under penalty of perjury by an officer of GRANTEE and shall be submitted to COMMISSION by the 20<sup>th</sup> business day of each month for the previous month, beginning August 2010 for the month of July 2010.

9. PAYMENTS AND EXPENDITURES

9.1. Monthly Payments to Grantee

- From the second month through the eleventh month of GRANTEE'S performance under the Agreement and no later than the 20<sup>th</sup> business day following COMMISSION'S receipt of GRANTEE'S properly completed invoice each month (Exhibit G), COMMISSION shall pay GRANTEE the expenses already incurred and paid by the GRANTEE (hereafter referred to as "actual expenses") documented on the invoice minus the amount of any unmet cash match per Section 9.6, if applicable, provided that GRANTEE is not in material breach of any aspect of the Agreement. If GRANTEE does not comply with the timeframe set forth above, GRANTEE will be considered out of compliance and may be subject to sanctions 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 following the termination date of June 30, 2011, 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/Legal Compliance 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 actual expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for modifications under Section 9 will not be accepted during the first two (2) months and last quarter of the term of this Agreement.

9.4.5. Only two (2) informal budget modification subject to Sections 9.4.1 and 9.4.2 can be approved during the term of this Agreement.

9.4.6. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the grantee.

9.4.7. Expenditures and modifications shall also be subject to review and approval by the State (For SRI Only).



- 9.5. If there are any errors contained in any invoice submitted to COMMISSION, GRANTEE shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.
- 9.6. If GRANTEE does not meet the required cash match obligation as by the COMMISSION and as established by Exhibit B, the unmet amount of cash match will be withheld from current and subsequent invoices submitted. Funds withheld may be reimbursed if the cash match obligation is met in subsequent months (SRI only).
- 9.7. GRANTEE will advise COMMISSION of the source and amount of all matching funds used to provide programs and services pursuant to this Agreement.
- 9.8. GRANTEE will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- 9.9. In the event COMMISSION reasonably believes GRANTEE has been overpaid, or in the event GRANTEE fails to timely submit the documents required pursuant to this Agreement, COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- 9.10. All payments by COMMISSION to GRANTEE under this Agreement are restricted for use in the performance of GRANTEE'S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.
- 9.11. Any activities under the line item Capital Improvement/Renovations must be completed within the first year of the grant. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of GRANTEE to comply with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.
- 9.12. Any purchases under the Equipment line item in Exhibit B must be completed in year one of the grant. Any exceptions will require prior notification by the GRANTEE to the COMMISSION and may be approved only at the discretion of the COMMISSION.
- 9.13. Any expenses under Space and Telephone Line Items of the budget (Exhibit B) shall be calculated based on a standard formula which uses a reasonable allocation methodology. The formula used will be reviewed by the COMMISSION for final approval.
- 9.14. In-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred indirect costs exceeding the ten percent will become the responsibility of the GRANTEE.

## 10. SUPLANTING

- 10.1. In no event shall GRANTEE or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose. The intent is that COMMISSION funds be used to supplement existing efforts, support innovation, identify best practices and promote systems change.
- 10.2. No COMMISSION funds shall be granted or used for any existing project or program funded by local general funds unless the proponent demonstrates to the COMMISSION that the COMMISSION's funds will be used to fund a program that has been terminated and that solely supplement an existing project or program, and not to supplant existing funding.

11. ACCOUNTING

- 11.1. GRANTEE must establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles (GAAP).
- 11.2. GRANTEE is responsible for providing timely notification to the COMMISSION of any major changes to GRANTEE'S financial system that may impact the funded project under this Agreement.

12. 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.

13. PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

- 13.1. 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.
- 13.2. 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.

14. **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.

15. **CONFLICT OF INTEREST**

It shall be the responsibility of GRANTEE to abide by conflict of interest laws and regulations applicable to the GRANTEE under California law. GRANTEE acknowledges that he/she/it is acting as public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. GRANTEE shall maintain the confidentiality of any confidential information obtained from the COMMISSION during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, GRANTEE agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **PARTNERSHIPS FOR FAMILIES INITIATIVE**. During the term of this Contract and for one year thereafter, GRANTEE shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or GRANTEE without the prior written consent of COMMISSION.

16. **PUBLIC STATEMENTS AND MATERIALS**

GRANTEE shall indicate prominently in any and all press release(s), statement to the public, electronic media or printed materials (including brochures, newsletters, reports, etc.) related to the programs and services provided pursuant to this Agreement that such programs or services are funded by COMMISSION. GRANTEE shall prominently display all First 5 LA supplied promotional materials, such as educational posters, banners, brochures and fliers at the project site(s).

GRANTEE shall ensure that promotional material, activities, and publications developed in support of the funded project shall conform to the formatting requirements outlined in First 5 LA Grantee Style Guide which includes the appropriate display of the First 5 LA logo and the First 5 LA funding attribution.

16.1. **Proprietary Rights**

COMMISSION and GRANTEE agree that all intellectual property, such as software, materials, published documents or reports, data and information developed in connection with this Agreement shall become the sole property of the COMMISSION upon completion or termination of grant, unless otherwise determined by the COMMISSION. GRANTEE may retain a copy of all working papers prepared by GRANTEE. During and subsequent to the term of this Agreement, COMMISSION shall have the right to make copies and use the working papers and the information contained therein. GRANTEE shall have the right to consent to and participate financially in any licensing or sales agreement relating to software or equipment developed at the discretion of the COMMISSION. All published documents arising out of the performance of this Agreement shall include, in a prominent location, the statement "Funded without endorsement by First 5 LA."

17. INSURANCE

- 17.1. Without limiting GRANTEE'S duty to indemnify COMMISSION during the term of this Agreement, GRANTEE 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 COMMISSION. 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 COMMISSION at the address specified in Section 32.3 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 COMMISSION.
- 17.2. 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.
- 17.3. It is specifically agreed by the Parties that this Section 17 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 17. 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.

17.4. Liability

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

17.4.1. 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) for 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.

17.4.2. 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.

17.4.3. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of GRANTEE or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only GRANTEES, who have a professional liability exposure relating to the Grant awarded by this agreement, are required to provide evidence of Professional Liability coverage.

17.4.4. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident.

Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Grant and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

17.4.5. Crime Coverage Insurance

Such insurance, if applicable, shall be in an amount up to the amount of the grant, but not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have COMMISSION as Loss Payee. Crime insurance may be included with Property Insurance unless Property Insurance is not required by this agreement.

17.4.6. Property Coverage

Such insurance shall be required only in the event the Grant is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

17.5. Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Legal Counsel may be substituted for any coverage required above. GRANTEE must submit a copy of the self-insured certificate issued by the State of California.

18. INDEMNIFICATION

- 18.1. To the maximum extent permitted by law, GRANTEE shall defend, indemnify and hold harmless COMMISSION, its officers, officials, employees, agents and volunteers, from any losses, injuries, damages, claims, lawsuits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, or arising out of or in any way attributable in whole or in part to GRANTEE'S performance of this Agreement including, without limitation, matters of active or passive negligence on the part of COMMISSION.
- 18.2. The indemnity provisions set forth in this Section 18 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the COMMISSION. As this Agreement is limited to COMMISSION'S agreement to fund the activities of GRANTEE, GRANTEE acknowledges that COMMISSION would not award this Agreement in the absence of GRANTEE'S commitment to indemnify and protect COMMISSION as set forth herein.
- 18.3. 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.

19. CONFIDENTIALITY

- 19.1. 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.
- 19.2. GRANTEE shall employ reasonable procedures to assure that the details of the advertising campaigns adhere to laws on confidentiality.

20. ASSIGNMENTS AND SUBCONTRACTS

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. Before commencement of work GRANTEE must submit a memorandum of understanding for each subcontractor listed in Scope of Work (Exhibit A) and Budget (Exhibit B).
- 19.5 GRANTEE is responsible for authenticating each subcontractor's certifications, professional licenses, and background checks, as applicable.

21. COMPLIANCE WITH APPLICABLE LAWS

- 21.1. GRANTEE shall conform to and abide by all applicable federal, state and local laws, ordinances, codes, regulations, and standards of licensing and accrediting authorities, insofar as the same or any of them are applicable.
- 21.2. GRANTEE is required to comply with Section 3410 of the Public Contracts Code 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.
- 21.3. GRANTEE is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code 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.
- 21.4. Failure by GRANTEE to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

22. COMPLIANCE WITH CIVIL RIGHTS LAWS

GRANTEE hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the Americans With Disabilities Act, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination with respect to any programs or services provided by GRANTEE pursuant to this Agreement.

In accordance with Section 4.32.010 et seq., Los Angeles County Code, GRANTEE certifies and agrees that all persons employed by such organization, its satellites, subsidiaries, or holding companies are and will be treated equally by the firm without the regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

23. NON-DISCRIMINATION IN EMPLOYMENT

23.1. GRANTEE shall take affirmative steps to employ qualified applicants and hereby certifies and agrees that all employees are and will be treated equally during employment without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap in compliance with all applicable Federal and State non-discrimination laws and regulations. This Section applies to, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

23.2. GRANTEE shall treat its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap.

23.3. Upon request by COMMISSION, GRANTEE shall provide access for COMMISSION'S representatives to inspect GRANTEE'S employment records during regular business hours in order to verify compliance with the provisions of this Section 23.

24. CRIMINAL CLEARANCE

24.1. 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, especially for those people listed in Exhibit B including administrative staff on the project 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.

24.2. 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.



- 24.3. 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.

25. 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.

26. GRANTEE RESPONSIBILITY AND DEBARMENT

- 26.1. GRANTEE is responsible for the timely notification to the COMMISSION of any material changes in the GRANTEE'S primary funding sources or overall organization funding that may impact the GRANTEE'S ability to successfully implement the funded project under this Agreement.
- 26.2. 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 GRANTEE from bidding on COMMISSION proposals for a specified period of time and terminate any or all existing Agreements that GRANTEE may have with COMMISSION.

- 26.3. COMMISSION may debar a GRANTEE if it finds in its reasonable discretion, that GRANTEE has done any of the following, including but not limited to: (1) violated any significant terms or conditions of this Agreement; (2) committed any act or omission which negatively reflects on GRANTEE'S quality, fitness or capacity to perform this Agreement with COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or offense which indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.
- 26.4. If there is evidence that GRANTEE may be subjected to debarment. COMMISSION will notify GRANTEE in writing of the evidence that is the basis for the proposed debarment. COMMISSION will advise GRANTEE of the scheduled date for a debarment hearing before the COMMISSION Hearing Board or, at COMMISSION'S discretion, a Hearing Officer.
- 26.5. The COMMISSION Hearing Board or Hearing Officer will conduct a hearing in which evidence on the proposed debarment shall be presented. GRANTEE and/or GRANTEE'S representative(s) shall be given an opportunity to submit evidence at that hearing. After the hearing, the COMMISSION Hearing Board or Hearing Officer shall prepare a proposed decision, which shall contain a recommendation regarding whether GRANTEE should be suspended, and, if so, the appropriate length of time of the suspension. If GRANTEE fails to avail itself of the opportunity to submit evidence to the COMMISSION Hearing Board, GRANTEE may be deemed to have waived all rights of appeal.
- 26.6. Debarment is a breach of this Agreement, and COMMISSION will terminate this Agreement.

## 27. NON-COMPLIANCE

Non-compliance is defined as: 1) failure of a GRANTEE to comply with the terms of this grant agreement; 2) failure to effectively implement and manage the COMMISSION funded program/project; and/or 3) failure to comply with COMMISSION policies and procedures.

COMMISSION has the authority to impose sanctions for a GRANTEE'S non-compliance, including poor program performance and/or failure to comply with the conditions on a prescribed corrective action plan. The sanctions vary in severity and may be of a progressive nature and may include, without limitation, increased monitoring and auditing requirements, budget reduction, modification of timelines, and termination of grant with debarment from future funding opportunities. GRANTEE will refer to the COMMISSION Guidelines for Grant/Contract Compliance for more information on this Section.

## 28. INTERPRETATION AND ENFORCEMENT OF AGREEMENT

### 28.1. Validity

The invalidity, unenforceability or illegality of any provision, paragraph, sentence, word, phrase or clause of this Agreement shall not render the other provisions thereof invalid.

### 28.2. Governing Laws, Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of California. GRANTEE agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the county of Los Angeles.

28.3. 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.

28.4. 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.

28.5. 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.

29. INFORMATION TECHNOLOGY REQUIREMENTS

29.1. 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:

29.1.1. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the 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.

29.1.6. 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 grant period.

29.2. GRANTEE will provide timely notification to the COMMISSION of any major problem(s) with the GRANTEE'S financial system or hardware or software that may impact the funded project under this Agreement.

33. AGREEMENT SIGNATURES

In WITNESS WHEREOF, this Agreement has been executed as of the date set forth above by the respective duly authorized signatories below. By signing below, the authorized signatory for the GRANTEE represents that he or she has read and agrees to all the terms of this Agreement.

**GRANTEE:**

South Bay Center for Counseling  
360 North Sepulveda Blvd., Suite 2075  
El Segundo, CA 90245

Agreed & Accepted:

\_\_\_\_\_  
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*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

Approved as to form:

\_\_\_\_\_  
CRAIG A. STEELE, LEGAL COUNSEL

\_\_\_\_\_  
DATE

Agreed & Accepted:

\_\_\_\_\_  
EVELYN V. MARTINEZ, EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE