

1 entitled "Budget"; Attachment "C" entitled "DHHS Administration for Children and
2 Families, Office of Family Assistance, New Pathways for Fathers and Families";
3 Attachment "D" entitled "45 CFR Part 75 - Uniform Administrative Requirements,
4 Cost Principles, and Audit Requirements for HHS Awards"; and Attachment "E"
5 entitled "Health Information in Compliance with the Health Insurance Portability and
6 Accountability Act of 1996 (HIPAA) and the Health Information Technology for
7 Economic and Clinical Health Act (HITECH Act) Business Associate Agreement";
8 all of which are attached hereto and incorporated by this reference. Organization
9 shall comply with HHS' Notice of Award in performing its obligations under this
10 Subcontract unless the context clearly indicates otherwise. Organization shall
11 request clarification from City regarding whether or not specific portions of the Notice
12 of Award apply. A breach of the Notice of Award shall be a breach of this
13 Subcontract.

14 B. Organization shall be responsible for adherence to all policies,
15 procedures, rules and regulations contained in this Subcontract and Attachments A-
16 E, the Request for Proposal ("RFP"), if applicable, and Organization's proposal in
17 response to the RFP, if applicable.

18 3. TERM OF SUBCONTRACT. The term of this Subcontract shall
19 commence on April 1, 2017 and shall expire on September 29, 2017, unless otherwise
20 extended by City at its sole discretion or terminated earlier pursuant to any of the conditions
21 for termination in the Notice of Award.

22 4. PAYMENT.

23 A. City shall compensate Organization a total maximum contract
24 sum not to exceed Seventy-One Thousand Six Hundred Forty-Seven Dollars
25 (\$71,647) for the term of this Subcontract. Upon execution of this Subcontract, City
26 shall disburse funds payable hereunder in due course of payments following receipt
27 from Organization of billing statements in a form approved by City showing
28 expenditures and costs identified in Attachment "B".

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B. City shall pay to Organization the amounts specified in Attachment "B" for the categories, criteria and rates established in that Attachment. Organization may, with the prior written approval of the Director of the City's Department of Health and Human Services, or his designee, make adjustments within and among the categories of expenditures in Attachment "B", provided, however, that such adjustment(s) shall not cause the amount of the total budget stated in Attachment "B" to be exceeded.

C. Organization shall prepare monthly invoices and submit them to the City within thirty (30) days after the end of the month in which Organization provided services. Organization shall attach cancelled checks and other documentation supporting the charges to each invoice. Failure to submit an invoice and its accompanying documentation within the 15-day period may result in late payment from City. Submission of incorrect invoices or inadequate documentation shall result in the suspension of payment from City. City reserves the right to refuse payment of an invoice (a) received by it thirty (30) days after the end of the month in which Organization provided the services relating to that invoice; (b) including inallocable or ineligible expenses; or (c) for the unauthorized expense of funds requiring written approval for budget changes or modifications.

D. If City is unable to draw down funds from HHS for reimbursement to Organization due to failure of Organization to submit required fiscal and programmatic documents within thirty (30) days after the end of the Operational Year, City cannot guarantee payment to Organization. City will not be obligated to pay Organization for costs incurred unless HHS releases funds to City. For this reason, failure of Organization to submit the final invoice and certified APR within thirty (30) days after the end of the Operational Year may result in loss of reimbursement of funds.

E. City shall have no obligation to pay Organization until and unless City receives quarterly progress reports that summarizes Organization's

1 performance under this Subcontract during the immediately preceding progress
2 period, and that describes Organization's progress in providing the services stated
3 in Attachment "A".

4 F. City's obligation to pay Organization arises only after receipt of
5 funds from HHS under the Notice of Award.

6 G. City reserves the right to withhold payment of an invoice
7 pending satisfactory completion of an audit, as determined by City in its sole
8 discretion, or Organization's cure of a breach of this Subcontract, as determined by
9 City in its sole discretion, after being notified of such breach by City.

10 H. Organization shall maintain all records relating to the
11 performance of this Subcontract in accordance with generally accepted accounting
12 principles and in the manner prescribed by City. Organization's records shall be
13 current, complete and available for extraction from copy, examination, inspection
14 and audit during its normal business hours, during the term of this Subcontract and
15 for a period of three (3) years after termination as deemed necessary by the City
16 Auditor, any other representative of the City, and HHS or any duly authorized
17 representative of HHS. Organization shall provide access to all documents and
18 materials relating to City and to Organization's operations, and Organization shall
19 provide any information that the City Auditor, other City representatives, HHS, and
20 HHS's representatives require in order to monitor and evaluate Organization's
21 performance. Organization shall provide all reports, documents or information
22 requested by City or HHS within three (3) days after a written or oral request from a
23 City or HHS representative, unless a longer period of time is otherwise expressly
24 stated by said representative. Each month, Organization shall submit performance
25 reports certified by one of Organization's officers or its Executive Director identifying
26 the services performed.

27 I. If examination of these financial and other records by City
28 and/or HHS reveals that Organization has not used these grant fund for the

1 purposes and on the conditions stated in this Subcontract, then Organization
2 covenants, agrees to and shall immediately repay all or that portion of the grant
3 funds which were improperly used. If Organization is unable to repay all or that
4 portion of the grant funds, City will terminate all activities of Organization under this
5 Subcontract and pursue appropriate legal action to collect the funds. Alternatively,
6 to the extent City has been refusing payment of any invoices, City may continue to
7 withhold such funds equal to the amount of improperly used grant funds, regardless
8 of whether the funds being withheld by City were improperly used.

9 J. City reserves the right to review and request copies of all
10 documentation related, directly or indirectly, to the program funded by this
11 Subcontract, including by way of example but not limited to, case files, program files,
12 policies and procedures.

13 K. If Organization spends Seven Hundred Fifty Thousand Dollars
14 (\$750,000) or more in Federal grant funds in an Operational Year, then Organization
15 shall submit an audit report to City in accordance with OMB Super Circular no later
16 than thirty (30) days after receipt of the audit report from Organization's auditor or
17 no later than nine (9) months after the end of the Operational Year, whichever is
18 earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars
19 (\$750,000) in Federal grant funds in an Operational Year, submission of the audited
20 financial statement is required.

21 5. ORGANIZATION'S OBLIGATIONS.

22 A. Organization will maintain the confidentiality of records
23 pertaining to any individual or family that was provided services through the project.

24 B. Organization, its officers, and employees are not debarred or
25 suspended from doing business with the Federal Government.

26 C. Organization will provide information, such as data and reports,
27 as required by HHS.

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6. ANTI-DISCRIMINATION.

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

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

7. INDEPENDENT SUBCONTRACTOR.

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

B. Organization acknowledges and agrees that a) City will not withhold taxes of any kind from Organization's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on Organization's behalf, and c) City will not provide and Organization and Organization's employees

1 are not entitled to any of the usual and customary rights, benefits or privileges of
2 City employees.

3 8. NON-ASSIGNMENT. This Subcontract contemplates the personal
4 services of Organization and Organization's employees. Organization shall not delegate
5 its duties or assign its rights hereunder, or any interest herein or any portion hereof, without
6 the prior written consent of City which the City may withhold in its discretion. Any attempted
7 assignment or delegation shall be void, and any assignee or delegate shall acquire no right
8 or interest by reason of such attempted assignment or delegation.

9 9. THIRD PARTY BENEFICIARY.

10 A. City and Organization understand and agree that this
11 Subcontract is entered into for the benefit of HHS, and that HHS is hereby expressly
12 made a third party beneficiary of this Subcontract.

13 B. Notwithstanding any other provision of this Subcontract, HHS
14 does not intend for Organization to acquire any rights as a third party beneficiary of
15 Notice of Award.

16 10. INDEMNIFICATION.

17 A. Organization shall indemnify, protect and hold harmless City,
18 its Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
22 in connection with (1) Organization's breach or failure to comply with any of its
23 obligations contained in this Agreement, or (2) negligent or willful acts, errors,
24 omissions or misrepresentations committed by Organization, its officers,
25 employees, agents, subcontractors, or anyone under Organization's control, in the
26 performance of work or services under this Agreement (collectively "Claims" or
27 individually "Claim").

28 B. In addition to Organization's duty to indemnify, Organization

1 shall have a separate and wholly independent duty to defend Indemnified Parties at
2 Organization's expense by legal counsel approved by City, from and against all
3 Claims, and shall continue this defense until the Claims are resolved, whether by
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
5 breach, or the like on the part of Organization shall be required for the duty to defend
6 to arise. City shall notify Organization of any Claim, shall tender the defense of the
7 Claim to Organization, and shall assist Organization, as may be reasonably
8 requested, in the defense.

9 C. The provisions of this Section shall survive the expiration or
10 termination of this Subcontract.

11 11. INSURANCE.

12 A. Without limiting Organization's indemnification of HHS, and
13 during the term of this Subcontract, Organization shall provide and maintain at its
14 own expense the following programs of insurance against claims for injuries to
15 persons or damage to property that may arise from or in connection with the
16 performance of this Contract by Organization, its agents, representatives,
17 employees, volunteers or subcontractors. Such programs and evidence of
18 insurance shall be satisfactory to HHS and the City, and shall be primary to, and not
19 contributing with, any other insurance maintained by HHS.

20 i. Commercial general liability insurance (equivalent in
21 scope to ISO form CG 00 01 11 85 or CG 00 01 1093) in an amount not less
22 than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
23 (\$2,000,000) general aggregate. Such coverage shall include but not be
24 limited to broad form contractual liability, cross-liability, independent
25 contractors liability, and products and completed operations liability. Such
26 insurance shall neither exclude claims of sexual abuse or misconduct nor
27 include a sublimit lesser than the per claim limit for claims of sexual abuse or
28 misconduct. The City, its Boards and Commission, and their officials,

1 employees and agents shall be named as additional insureds by
2 endorsement (on the City's endorsement form or on an endorsement
3 equivalent in scope to ISO form CG 20 26 11 85), and this insurance shall
4 contain no special limitations on the scope of protection given to the City, its
5 Boards and Commission, and their officials, employees and agents.

6 ii. Workers' Compensation insurance as required by the
7 California Labor Code.

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

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

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

16 If delivering services to minors, seniors, or persons with disabilities,
17 Organization's Commercial General Liability insurance shall not exclude coverage
18 for abuse and molestation. If Organization is unable to provide abuse and
19 molestation coverage, it can request a waiver of this coverage from the City. The
20 City's Risk Manager will consider waiving the requirement if Organization can
21 demonstrate to the satisfaction of the City's Risk Manager that Organization has no
22 exposure, that the coverage is unavailable, or that the coverage is unaffordable. If
23 a request for a waiver is desired, Organization must submit a signed document on
24 Organization's letterhead to the Director of the City's Department of Health and
25 Human Services, who will forward it to the City's Risk Manager, providing reasons
26 why the insurance coverage should be waived. Waivers will be considered on a
27 case by case basis.

28 B. Any self-insurance program, self-insured retention, or

1 deductible must be separately approved in writing by the City's Risk Manager or
2 his/her designee and shall protect the City, its Boards and Commission, and their
3 officials, employees and agents in the same manner and to the same extent as they
4 would have been protected had the policy or policies not contained retention or
5 deductible provisions. Each insurance policy shall be endorsed to state that
6 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
7 days prior written notice to the City, and shall be primary and not contributing to any
8 other insurance or self-insurance maintained by the City. Organization shall notify
9 the City in writing within five (5) days after any insurance required herein has been
10 voided by the insurer or cancelled by the insured.

11 C. Organization shall require that all contractors and
12 subcontractors that Organization uses in the performance of services under this
13 Contract maintain insurance in compliance with this Section unless otherwise
14 agreed in writing by the City's Risk Manager or his/her designee.

15 D. Prior to the start of performance, Organization shall deliver to
16 the City certificates of insurance and required endorsements for approval as to
17 sufficiency and form. The certificate and endorsements for each insurance policy
18 shall contain the original signature of a person authorized by that insurer to bind
19 coverage on its behalf. In addition, Organization, shall, within thirty (30) days prior
20 to expiration of this insurance, furnish to the City certificates of insurance and
21 endorsements evidencing renewal of the insurance. The City reserves the right to
22 require complete certified copies of all policies of Organization and Organization's
23 contractors and subcontractors, at any time. Organization shall make available to
24 the City's Risk Manager or his/her designee during normal business hours all books,
25 records and other information relating to the insurance coverage required herein.

26 E. Any modification or waiver of these insurance requirements
27 shall only be made with the approval of the City's Risk Manager or his/her designee.
28 Not more frequently than once a year, the City's Risk Manager or his/her designee

1 may require that Organization, Organization's contractors and subcontractors
2 change the amount, scope or types of coverages if, in his or her sole opinion, the
3 amount, scope, or types of coverages herein are not adequate.

4 F. The procuring or existence of insurance shall not be construed
5 or deemed as a limitation on liability relating to Organization's performance or as full
6 performance of or compliance with the indemnification provisions of this Contract

7 12. HIPAA BUSINESS ASSOCIATE AGREEMENT. The Health
8 Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable
9 to the services under this Subcontract, and Organization shall execute and deliver City's
10 standard Business Associate Agreement as required by HIPAA.

11 13. HHS REPORTS. City shall facilitate the submission of all reports
12 required by HHS based on information submitted by Organization to City. City shall act as
13 the primary contact for Organization to HHS for services provided under this Subcontract.
14 City shall facilitate directly to HHS the submission of any information related to all financial
15 and programmatic matters in this Subcontract, including but not limited to reimbursements
16 of grant funds, requests for changes to Organization's budget, requests for changes to
17 Organization's application for grant funds and requests for changes to Organization's
18 Technical Submission.

19 14. NOTICES. All notices given hereunder this Subcontract shall be in
20 writing and personally delivered or deposited in the U.S. Postal Services, certified mail,
21 return receipt requested, to City at 2525 Grand Avenue, Long Beach, California 90815 Attn:
22 Human Services Bureau Manager, and to Organization at the address first stated above.
23 Notice shall be deemed given on the date personal delivery is made or the date shown on
24 the return receipt, whichever is earlier. Notice of change of address shall be given in the
25 same manner as stated for other notices.

26 15. MISCELLANEOUS.

27 A. The City Manager or designee is authorized to administer this
28 Subcontract and all related matters, and any decision of the City Manager or

1 designee in connection herewith shall be final.

2 B. Organization shall have the right to terminate this Subcontract
3 at any time for any reason by giving thirty (30) days' prior notice of termination to
4 City, and City shall have the right to terminate all or any part of this Subcontract at
5 any time for any reason or no reason by giving thirty (30) days' prior notice to
6 Organization. If either party terminates this Subcontract, all funds held by
7 Organization under this Subcontract which have not been spent on the date of
8 termination shall be returned to City.

9 C. This document constitutes the entire understanding of the
10 parties and supersedes all other agreements, oral or written, with respect to the
11 subject matter herein. This Subcontract shall not be amended, nor any provision or
12 breach hereof waived, except in writing by the parties which expressly refers to this
13 Subcontract.

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

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

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

21 G. The acceptance of any service or payment of any money by
22 City shall not operate as a waiver of any provision of this Subcontract, or of any right
23 to damages or indemnity stated herein. The waiver of any breach of this
24 Subcontract shall not constitute a waiver of any other or subsequent breach of this
25 Subcontract.

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

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IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all formalities required by law as of the date first stated above.

GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California nonprofit corporation

May 02, 2017

By [Signature]
Name Jane Mc Carthy
Title _____

_____, 2017

By _____
Name _____
Title _____

"Organization"

CITY OF LONG BEACH, a municipal corporation

5/11, 2017

By [Signature]
City Manager
Tom B. Modica
Assistant City Manager
"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Subcontract is approved as to form on 5/10, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Scope of Work Life Coaching Fundamentals of Fatherhood Project (LCFFP)
Goodwill Serving the People of Southern Los Angeles County (Goodwill SOLAC)
Workforce Development

Project Partner Contact Information:

Goodwill SOLAC
800 W. Pacific Coast Highway
Long Beach, CA 90806
bespitia@goodwillsolac.org
Phone: 562-435-3411 x224

LCFFP Project Goals:

Goal 1 Build program capacity and community awareness by establishing a networked fatherhood response in the City of Long Beach.
Goal 2 In the first six months of the Goodwill SOLAC portion of the LCFFP project, strengthen and sustain stable economic and healthy environments for children by collaboratively developing and enhancing 45 fathers' positive, involved, nurturing and authoritative parenting and co-parenting skills, as well as the job and career readiness and employment of these fathers.
Goal 3 Conduct performance measure/ continuous quality assurance practices to assess and realign LCFFP project processes.

Goodwill SOLAC: For over 85 years, Goodwill SOLAC has provided employment training, placement, and job retention services for individuals with multiple barriers to employment, and has built core competencies that have allowed it to become a trusted and respected provider of employment services for low-income and unemployed people in southern Los Angeles County. Goodwill SOLAC is one of 165 autonomous Goodwills throughout the country with membership in Goodwill Industries International. Goodwill SOLAC is headquartered in Long Beach, California where a large number of training programs, processing operations, transportation services, and commercial and retail operations take place. Goodwill SOLAC effectively leverages resources from strategic partners including, but not limited to, the City of Long Beach Pacific Gateway Workforce Investment Network, Long Beach Unified School District (LBUSD), LBUSD Head Start Program, Long Beach City College, Cerritos College (Norwalk, CA), public and private employers, and an array of community organizations that ensure long-term program participant success in job placement and retention.

Goodwill SOLAC Staff Positions for LCFFP Project:

- Associate Director (0.10 FTE)
- Employment Services Coordinator (1.0 FTE)
- Quality Assurance Specialist (0.10 FTE)

2017 Planning and Implementation Objectives: Please note that Goodwill SOLAC workforce development services are not expected to begin until April 2017. This was determined so that the Project participants could successfully matriculate through the services and programs provided by the other Project's partners prior to being referred to the Goodwill SOLAC staff for workforce development services.

Revised 4/29/17

Obj. 1: Outreach and Program Recruitment

Activity 1: Assist with outreach and recruitment of fathers into the LCFFP program

Activity 2: Meet (Frequency TBA) with the Project's partners to determine which of the enrolled participants are deemed eligible for referral to the Goodwill SOLAC program.

Activity 3: Conduct one-on-one or small group orientations for every individual referred to the Goodwill SOLAC program. (Career Coach will be housed at CFY).

Activity 3: Conduct intakes and collect all necessary participant information.

Activity 4: Provide enrolled participants with information on the Goodwill SOLAC programs.

Obj 2: Attend Program Partner Performance Meetings

Activity 1: Goodwill SOLAC staff will attend monthly program CQI performance meetings as scheduled by lead organization.

Activity 2: Goodwill SOLAC staff will attend monthly coordinating case management meetings as scheduled by lead organization.

Obj 3: Staff Training and Project Meetings

Activity 1: Goodwill SOLAC staff will participate in all required program trainings as determined necessary by lead organization, as well as, in all Goodwill SOLAC in-house trainings.

Obj 4: Provision of Workforce Development Services

Activity 1: Once enrolled in the Goodwill SOLAC program, participants will be scheduled for at least one week of Goodwill Works Employment Preparedness training (workplace and soft skills training). An additional week of training may be required depending on the participant's barriers to employment.

Activity 2: Upon the successful completion of the Goodwill Works training, participants will be referred to appropriate Goodwill SOLAC in-house job training programs or to the Goodwill SOLAC direct employment placement services or to other community partner job services programs.

Activity 3: Upon placement into a job, Goodwill SOLAC will follow up with the participants for job retention services at 30 days, 60 days with a \$100 stipend being provided at each benchmark. A \$150 stipend will be provided at 90 days retention.

Obj 5: Data Collection

Activity 1: Collect career coach contact and Goodwill Works training data and submit to lead for nForm upload twice a month.

Activity 2: Collect CQI data and submit to lead for fidelity assessment and reports as required by the Office of Family Assistance (grantor).

Obj 6: Monitoring and reporting

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

Obj 7: Billing/Invoicing

Activity 1: Goodwill SOLAC will invoice on a monthly basis as required by the lead organization.

Activity 2: Goodwill SOLAC will provide sufficient support documentation for invoicing purposes.

Revised 4/13/17

Revised 4/29/17

Attachment B: Budget

Goodwill		
Life Coaching and the Fundamentals of Fatherhood Project		
Subcontractor Budget		
1. Agency Name:	Goodwill SOLAC "New Pathways for Fathers & Families"	
2. Agency Address:	800 W. Pacific Coast Highway, Long Beach, CA 90806	
3. Operational Period :	4/1/2017	to 9/29/2017
Item	Budget	
PERSONNEL COST*		
	FTE	
1. Associate Director	0.10	3,900
2. Career Coach	1.00	27,050
3. Program Manager	0.10	3,225
4. Fringe Benefits @ 30%		10,252
TOTAL PERSONNEL COST		44,427
OPERATING COST		
1. Cellular Phone		750
2. Instructional Materials		3,200
3. Office Supplies		1,500
4. Printed Materials		2,000
TOTAL OPERATING COST		7,450
OTHER		
1. Supportive Services		5,360
2. Job Retention Incentives		7,000
3. Mileage		900
TOTAL OTHER		13,260
INDIRECT COST		
1. 10% of Total Direct Costs		6,510
		6,510
TOTAL BUDGET		71,647

Attachment B: Budget

2016- 2017 Budget Narrative Life Coaching and the Fundamentals of Fatherhood Project **Goodwill SOLAC**

Personnel

- 1) Associate Director - Responsible for the overall supervision of the employment training and placement program. Supervises all staff of the program including the Employment Services Coordinator. Total is 0.1 FTE/\$78,000 annual (6 months in year 2) = \$3,900
- 2) Career Coach (CC) - will provide Goodwill Works training and is responsible for enrolling participants in both universal and intensive job training and placement programs. Will provide on-going case management, tracking participants through 30, 60, 90 days employment, and provision of appropriate supportive services for participants. Total is 1.0 FTE@ \$54,100 annual (6 months in year 2) = \$27,050
- 3) Program Manager - Provides QA support to the New Pathways for Fathers & Families program. Maintains program records, files reports, and data for reporting program results and measurements. Total is 0.10 FTE/\$64,500 annual (6 months in year 2) = \$3,225

Justification: For each staff person provide the title, time commitment to the project in months, time commitment to the project as a percentage or full-time equivalent, annual salary, grant salary, wage rates, etc. Do not include the costs of consultants, personnel costs of delegate agencies, or costs of specific project(s) and/or businesses to be financed by Contractor. Subcontractors and consultants should not be placed under this category.

Fringe Benefits

Description: Costs of employee fringe benefits, unless treated as part of an approved indirect cost rate.

Total fringe is 30% of personnel costs which includes FICA (Social Security), Medical-Life Insurance, Retirement, State-Federal Unemployment, and Workman's Compensation

Total Personnel (\$34,175) X Fringe (30%) = Fringe Total (\$10,252)

Justification: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, Federal Insurance Contributions Act (FICA) taxes, retirement insurance, and taxes.

Equipment

Description: "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one (1) year per unit and an acquisition cost that equals or exceeds the lesser of: (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5,000. – None

Supplies

Description: Costs of all tangible personal property other than that included under the Equipment category. This includes office and other consumable supplies with a per-unit cost of less than \$5,000.

- 1) Cellular Phones with monthly service at \$125 per month = \$750
- 2) Instructional Materials (Life Skills Curriculum) also includes flash drives, folders, resume paper, supplies, workbooks, handouts, etc. = \$3,200

Attachment B: Budget

2016- 2017 Budget Narrative Life Coaching and the Fundamentals of Fatherhood Project **Goodwill SOLAC**

- 3) Office Supplies include basic supplies such as copier paper, ink, toner, pens, etc. = \$1,500
- 4) Printed Materials include outreach materials such as flyers postings, etc. = \$2,000

Justification: Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.

Other

Description: Enter the total of all other costs. Such costs, where applicable and appropriate, may include but are not limited to: consultant costs, local travel, insurance, food (when allowable), medical and dental costs (non-contractual), professional services costs (including audit charges), space and equipment rentals, printing and publication, computer use, training costs, such as tuition and stipends, staff development costs, and administrative costs.

- 1) Supportive Services will include assistance with gas cards, bus passes, refreshments, work related clothing, and certification fees to assist up to 45 men in the second year = \$5,360
- 2) Job Retention Stipends for the program participants includes \$100 stipends at 30 and 60 days of job retention and \$150 for 90 days for up to 20 men = \$7,000
- 3) Mileage for the CC to attend job fairs, visit employers, drive to job sites, etc. = \$900

Justification: Provide computations, a narrative description, and a justification for each cost under this category.

Indirect Charges

Description: Total amount of indirect costs. This category has two (2) methods that a Contractor can select. Contractor may only select one (1) method.

- 1) Indirect Costs @ 10% = \$6,510

Per 45 CFR § 75.414(f) Indirect (F&A) costs, "any non-Federal entity [i.e. Contractor] that has never received a negotiated indirect costs rate, ... may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 75.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time."



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

Health Information In Compliance With the Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act)

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered as of May 11, 2017 Goodwill SOLAC, a nonprofit corporation, whose business address is 800 West Pacific Coast Hwy #170, Long Beach, California 90806 (hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as "City" or "Covered Entity").

WHEREAS, the City, a municipal corporation under the laws of the State of California, is a single legal entity which has various departments, including a Department of Health and Human Services that provides a multitude of health care and related services, and other departments that may have access to and use individually identifiable health information, such as human resources, a parks, recreation and marine department, a technology department, a fire department with ambulance services, and a police department; and

WHEREAS, in the course of providing health care, related and other services, the City obtains and may share amongst the various City departments protected health information; and

WHEREAS, Business Associate performs particular duties, functions, activities, or services for, or on behalf of the City; and

WHEREAS, Business Associate receives, has access to or creates protected health information in order to perform such duties, functions, activities or services; and

WHEREAS, the City and Business Associate intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

NOW, THEREFORE, in consideration of the mutual terms covenants, and conditions in this Agreement, the parties agree as follows:

1. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations, including the Privacy Rule and the Security Rule codified in Title 45, Sections 160-164 of the Code of Federal Regulations, and under the HITECH Act.
2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.
 - A. Non-disclosure. Business Associate agrees to not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
 - B. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Regulations.
 - C. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
 - D. Notice of Use or Disclosure, Security Incident or Breach. Business Associate agrees to notify the designated privacy official of the Covered Entity of any use or disclosure of protected health information by Business Associate not permitted by this Agreement, any security incident involving electronic protected health information, and any breach of unsecured protected health information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach.
 1. Business Associate shall provide the following information in such notice to Covered Entity:
 - (a) The identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach;
 - (b) A description of the nature of the breach including the types of unsecured protected health information that were involved, the date of the breach and the date of discovery;
 - (c) A description of the type of unsecured protected health information acquired, accessed, used or disclosed in the breach (e.g., full name, social security number, date of birth, etc.);
 - (d) The identity of the person who made and who received

- (if known) the unauthorized acquisition, access, use or disclosure;
- (e) A description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and
 - (f) Any other details necessary for Covered Entity to assess risk of harm to individual(s), including identification of each individual whose unsecured protected health information has been breached and steps such individuals should take to protect themselves.
- 2. Covered Entity shall be responsible for providing notification to individuals whose unsecured protected health information has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
 - 3. Business Associate agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
 - 4. The parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic public health information.
- E. Reporting of disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by this Agreement of which it becomes aware.
 - F. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- G. Availability of Information to City. Business Associate agrees to provide prompt access to protected health information in a designated record set to Covered Entity or, as directed by Covered Entity, to an individual upon Covered Entity's request in order to meet the requirements under 45 CFR § 164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
 - H. Amendment of Protected Health Information. Business Associate agrees to promptly make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an individual.
 - I. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, covered entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of the Secretary determining the Business Associate's compliance with the Privacy Rule.
 - J. Reporting of Disclosures. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for the City to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.
 - K. Availability of Information to Covered Entity. Business Associate agrees to promptly provide to Covered Entity or an individual information collected in accordance with Section 2(j) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.
3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. The specific use and disclosure provisions are as follows:

- A. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate.
 - B. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - C. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation services to covered entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
 - D. Business Associate may use protected health information to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).
4. PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.
- A. Business Associate shall not use or disclose protected health information for fundraising or marketing purposes.
 - B. Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information solely relates.
 - C. Business Associate shall not directly or indirectly receive payment or remuneration in exchange for protected health information, except with the prior written consent of Covered Entity and as permitted by law, including HIPAA and the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate.
5. OBLIGATIONS OF COVERED ENTITY.
- A. Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of covered entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
 - B. Notification of Change or Revocation of Permission. Covered entity shall notify Business Associate of any changes in, or revocation of,

permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

C. **Notification of Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may effect Business Associate's use or disclosure of protected health information.

6. **PERMISSIBLE REQUESTS BY COVERED ENTITY.** Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that this restriction is not intended and shall not be construed to limit Business Associate's capacity to use or disclose protected health information for the proper management and administration of the Business Associate or to provide data aggregation services to Covered Entity as provided for and expressly permitted under Section 3 (a), (b), and (c) of this Agreement.

7. **TERM AND TERMINATION.**

A. *Term.* The term of this Agreement shall be effective upon execution, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.

B. *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall either:

1. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, the violation shall be reported to the Secretary.

C. *Effect of Termination.*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
 2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.
8. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS.
- Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement with the Covered Entity, available to Covered Entity, at no cost to Covered Entity to testify as witnesses or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.
9. MISCELLANEOUS.
- A. *References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended.
 - B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for covered entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and other privacy laws governing protected health information. Amendments must be in writing and signed by the parties to the Agreement.
 - C. *Survival.* The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- D. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations and the HITECH Act.
10. LAW. This Agreement shall be governed by and construed pursuant to federal law and the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Business Associate shall comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities.
11. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
12. INDEMNITY.
- A. Business Associate shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Business Associate's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Business Associate, its officers, employees, agents, subcontractors, or anyone under Business Associate's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- B. In addition to Business Associate's duty to indemnify, Business Associate shall have a separate and wholly independent duty to defend Indemnified Parties at Business Associate's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Business Associate shall be required for the duty to defend to arise. City shall notify Business Associate of any Claim, shall tender the defense of the Claim to Business Associate, and shall assist Business Associate, as may be reasonably requested, in the defense. .
13. AMBIGUITY. In the event of any conflict or ambiguity in this Agreement, such ambiguity shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA Regulations, the HITECH Act and California law.
14. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies

hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs, including appeals.

15. NOTICES. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Business Associate at the address first stated herein, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attention: Director, Health Department. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
16. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
17. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 12 and 14 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.
18. ADVERTISING. Business Associate shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.
19. THIRD PARTY BENEFICIARY. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

Goodwill SOLAC
(Name of Business Associate)

a non-profit Corporation
(corporation, partnership, individual)

May 02, 2017

By McCauley

Title: President & CEO

_____, 20__

By _____

Title: _____

CITY OF LONG BEACH, a municipal corporation

5/11, 2017

By T. Bell

City Manager or designee

Tom B. Modica
"City" Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

The foregoing Agreement is hereby approved as to form this 10th day of May, 2017.

CHARLES PARKIN, City Attorney

By [Signature]

Deputy