



Memo

To: Commissioners, First 5 Ventura County

From: Jennifer Johnson, Director of Operations (on behalf of the Administration/Finance Committee)

Date: February 19, 2015

Re: Recommendation to revise contract boilerplate for funded programs

Background

The standard boilerplate contract for funded programs is reviewed on an annual basis (before the beginning of each new fiscal year). Commission staff reviews insurance requirements, identifies any new provisions that may need to be added due to any issues encountered in the prior year, and looks for opportunities to clarify language and streamline the boilerplate. Modifications are developed in consultation with the Commission's insurance broker and reviewed by legal counsel.

Recommendation

The recommendation is to revise the contract boilerplate for funded programs as attached. Highlights of the revisions to the boilerplate include:

- Clarify insurance provisions to reflect industry standard whereby the requirement for the Commission to be named as an additional insured does not apply to professional liability coverage.
- Incorporate language for electronic invoicing.



BOILERPLATE CHANGES

The following provisions are under consideration for modification. New language is reflected in underlined font. Omitted language is reflected in strikethrough font.

2.6 INSURANCE.

2.6.3 The Ventura County Children and Families First Commission is to be named as **Additional Insured** with respect to work done by CONTRACTOR under the terms of this Agreement on all policies required. However, this paragraph 2.6.8 shall not be construed to apply to Workers' Compensation coverage or Professional Liability coverage.

4.3 INVOICES/EXPENDITURE REPORTS. By the thirtieth (30th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, CONTRACTOR through its authorized representative(s) shall submit to COMMISSION a complete and signed invoice/expenditure report in accordance with Exhibit C for each corresponding funding period. CONTRACTOR may have up to forty-five (45) days to submit the final invoice/report for expenditures through the end of each funding period. ~~Invoice shall be prepared in a format approved by COMMISSION. Invoices/Expenditure Reports shall be submitted electronically with required supporting documentation in a software system designated by COMMISSION. CONTRACTOR shall designate authorized representative(s) to submit invoices/expenditure reports for the Program. Such an invoice shall include an itemized listing, as detailed in budget, Exhibit C for each corresponding funding period, of actual services rendered. The invoice shall be submitted to: First 5 Ventura County, 2580 East Main Street, Suite 203, Ventura, California 93003. COMMISSION may consider alternate methods for invoice/expenditure report submission, including but not limited to non-electronic, at its sole discretion or upon request by CONTRACTOR.~~ COMMISSION shall review the invoice/expenditure report, verify adherence to Agreement requirements and services, and authorize payments to CONTRACTOR based upon claims submitted, provided that CONTRACTOR is not in default under any provision of this Agreement. COMMISSION shall not pay for unauthorized services rendered neither by CONTRACTOR nor for claimed services which COMMISSION's monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices/expenditure reports received more than 60 days after the close of each funding period shall have a five (5) percent penalty imposed on the final invoiced/reported amount. CONTRACTOR may submit a written appeal of the penalty to the COMMISSION if there were extenuating circumstances that prohibited the timely submission of the invoice/report, but the COMMISSION retains the exclusive right to decide whether it will waive the penalty or not.