



## AGREEMENT

This **AGREEMENT** is between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION (also known as First 5 Ventura County)**, hereinafter called "**COMMISSION**", and **CONTRACTOR, address, city, California, zip**, hereinafter called "**CONTRACTOR**".

**WHEREAS**, pursuant to the provisions of California Health and Safety Code section 130100 et seq., COMMISSION is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code;

**WHEREAS**, COMMISSION has received an allocation from revenues collected from the Proposition 10 excise taxes; and

**WHEREAS**, **as a public agency**, CONTRACTOR is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

**WHEREAS**, COMMISSION selected CONTRACTOR, **after a public request for proposals process**, to render certain services, in particular to operate the **NAME OF PROGRAM**, hereinafter called "**Program**" for fiscal years **20XX-XX**; and

**WHEREAS**, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods:

**NOW, THEREFORE**, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

### SECTION 1 - GENERAL PROVISIONS:

- 1.1 **ADMINISTRATION.** COMMISSION Executive Director or his/her designee, hereinafter called Commission Representative, shall represent COMMISSION in all matters pertaining to this Agreement and shall administer this Agreement on behalf of COMMISSION. Commission Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. CONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of CONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.25.
- 1.2 **TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time CONTRACTOR shall perform the services required under this Agreement.
- 1.3 **COMPENSATION.** COMMISSION agrees to pay CONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.
- 1.4 **NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to Commission Representative at 2580 East Main Street, Suite 203, Ventura, California 93003, and to **CONTRACTOR at address, city, California, zip**

### SECTION 2 - STANDARD PROVISIONS

- 2.1 **INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of COMMISSION, including but not limited to overtime,

retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COMMISSION is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law will be determined by CONTRACTOR. COMMISSION will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that CONTRACTOR has secured or shall secure at CONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by CONTRACTOR or under CONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 **PERSONNEL DISCLOSURE.** CONTRACTOR shall make available to COMMISSION a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to COMMISSION in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience

required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement. CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. CONTRACTOR shall immediately notify COMMISSION of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.

**2.4 RESPONSIBILITY FOR EQUIPMENT.** COMMISSION shall not be responsible nor be held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by CONTRACTOR or any of CONTRACTOR's employees, even though such equipment is furnished, rented, or loaned to CONTRACTOR by COMMISSION. The acceptance or use of any such equipment by CONTRACTOR or CONTRACTOR's employees shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless COMMISSION from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify and hold harmless COMMISSION, including all of its Commissioners, committee members, employees, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against CONTRACTOR, COMMISSION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of COMMISSION.

**2.6 INSURANCE.**

2.6.1 CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.6.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.

2.6.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.6.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.6.1.4 Workers' Compensation coverage, in full compliance with California statutory

requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of COMMISSION.

2.6.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.6.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A: VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.6.2 All insurance required under this Agreement shall be primary coverage as respects COMMISSION, and any insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to CONTRACTOR's coverage. COMMISSION is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If CONTRACTOR is self-insured, CONTRACTOR shall maintain the insurance enumerated in Section 2.6 herein during the term of this Agreement to pay covered claims which may arise as a result of CONTRACTOR's performance of this Agreement.

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.

2.6.4 CONTRACTOR agrees to provide COMMISSION with the following insurance documents within 14 days after the execution of this Agreement:

**2.6.4.1 Certificates of Insurance for coverage required under this Agreement; and**

**2.6.4.2 Additional insured endorsements**

2.6.5 Failure to timely provide these documents shall be grounds for immediate termination or suspension of this Agreement.

2.6.6 It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Subcontractors that CONTRACTOR may use for the completion of this Agreement.

2.6.7 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COMMISSION from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The minimum amounts set forth

herein do not reflect COMMISSION's opinion of the adequacy of such coverage.

- 2.6.8 If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). COMMISSION may withhold final payments due until CONTRACTOR provides satisfactory evidence of the tail coverage to COMMISSION.
- 2.7 ASSIGNABILITY.** CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of COMMISSION thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COMMISSION under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to COMMISSION.
- 2.8 INTEREST OF CONTRACTOR.** CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and shall not directly or indirectly acquire any such interest, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COMMISSION's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COMMISSION. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from or of any responsibility under this Agreement.
- 2.9 HIRING DIRECTORS PROHIBITED.** CONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the COMMISSION.
- 2.10 SUBCONTRACTS.** Functions undertaken by CONTRACTOR may be carried out under subcontracts. However, CONTRACTOR may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of COMMISSION. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR or the transfer of assets in excess of ten (10) percent of the total assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Agreement requiring COMMISSION approval. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to COMMISSION within sixty (60) days of execution of this Agreement. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION. All subcontractors will be provided a copy of this Agreement, and any subcontract must state that any work performed must be consistent with this Agreement. COMMISSION has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this Agreement. In each subcontract, CONTRACTOR shall include all provisions that the COMMISSION may require. COMMISSION shall make these provisions available to CONTRACTOR.
- 2.11 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.12 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. CONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.13 LICENSES AND STANDARDS.** CONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. CONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation. CONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which CONTRACTOR transacts its business.
- 2.14 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** CONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION relating to activities performed by CONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon CONTRACTOR.
- 2.15 CONFIDENTIALITY.** COMMISSION and CONTRACTOR agree to maintain the confidentiality of all information and records regarding program participants or their immediate families, except as other-wise required by law.
- 2.16 MAINTENANCE OF RECORDS.** CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending COMMISSION, state, or federal audits are completed, whichever is later. Upon request, CONTRACTOR shall make these records available within Ventura County to all authorized COMMISSION, state (including Auditor General) and federal personnel.

**2.17 CUSTODY OF RECORDS.** At its option, COMMISSION may take custody of CONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. COMMISSION agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by COMMISSION in an accessible location within Ventura County and shall be available to CONTRACTOR for examination and inspection.

**2.18 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants. At any time during normal business hours, and as often as COMMISSION may deem necessary, CONTRACTOR shall make available to COMMISSION, state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

**2.19 AUDIT REQUIREMENTS.**

2.19.1 The Single Audit Act requires sub-recipients (CONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.19.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.19.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from COMMISSION.

2.19.2 CONTRACTOR shall submit to COMMISSION copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.19 within thirty (30) days of receipt by CONTRACTOR.

**2.20 PROGRESS REPORTS.** CONTRACTOR shall submit to COMMISSION progress reports in a format approved by COMMISSION, in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by CONTRACTOR.

**2.21 EVALUATION STUDIES.** As requested by COMMISSION and State Commission (CCFC), CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR's Program.

2.21.1 CONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.21.2 CONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION.

2.21.3 CONTRACTOR shall enter data in evaluation software system designated by COMMISSION.

2.21.4 CONTRACTOR shall submit complete data, in accordance with the schedule outlined in Exhibit A.

**2.22 WITHHOLDING.** If CONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.20 and in section 2.21 herein, the COMMISSION, at its sole discretion, may withhold payments until the deficiency is corrected.

**2.23 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** COMMISSION shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed under this Agreement, including materials covered by copyright, and each entity reserves the right to authorize others to use or reproduce such materials. COMMISSION shall retain ownership and have access to any report, preliminary findings, or data assembled by CONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the COMMISSION as the funding agent of the publication when applicable. In addition, CONTRACTOR must receive written permission from the COMMISSION prior to publication of any materials developed under this Agreement, and file with the COMMISSION a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication. CONTRACTOR also agrees that if CONTRACTOR enters into any Agreements with other parties in order to perform the work required under this Agreement, CONTRACTOR will require the Agreements to include clauses granting the COMMISSION a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the copyrighted works created, produced, developed or delivered under such Agreements.

**2.24 ATTRIBUTION.** CONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by COMMISSION, for all printed material specific to the Program funded by COMMISSION under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the CONTRACTOR performs a Program that is identified in the COMMISSION's Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the COMMISSION, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the COMMISSION, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported through a grant from:" placed over the logo. For COMMISSION's Neighborhood for Learning programs, "First 5" shall precede the name of the Neighborhood for Learning. CONTRACTOR shall refer to the program as the "First 5 [insert name of NfL community] Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.24 herein.

**2.25 CHANGES AND AMENDMENTS.** COMMISSION and CONTRACTOR may from time to time modify this Agreement. Such changes, except as expressly detailed herein, shall be effective when incorporated in written amendments to this Agreement and approved by COMMISSION and CONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

**2.26 TERMINATION FOR CAUSE.**

2.26.1 Upon breach of this Agreement by CONTRACTOR, COMMISSION shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.26.1.1 Failure for any reason of CONTRACTOR to fulfill, in a timely and proper manner, its obligations under this Agreement, including compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.26.1.2 Submission by CONTRACTOR to COMMISSION of reports that are incorrect or incomplete in any material respect; or

2.26.1.3 CONTRACTOR's ineffective or improper use of funds provided by COMMISSION under this Agreement.

2.26.2 Upon a breach, COMMISSION, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions:

2.26.2.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the Commission Representative or at direction of CCFC.

2.26.2.2 Discontinue payment to CONTRACTOR for the inclusive period in which CONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.26.2.3 Withhold funds pending curing of the breach.

2.26.2.4 Offset against any monies billed by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to 2.26.1 above.

**2.27 TERMINATION FOR CONVENIENCE.** Either COMMISSION or CONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

**2.28 TERMINATION DUE TO CESSATION OF STATE FUNDING.** COMMISSION shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt by COMMISSION of funds from the state for this program is reduced, suspended or terminated for any reason. CONTRACTOR hereby expressly waives any and all claims against COMMISSION for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to COMMISSION for the program under which this Agreement is made, or of the portion thereby delegated by this Agreement.

**2.29 CLOSE-OUT UPON TERMINATION.** Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.29.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to CONTRACTOR by COMMISSION.

2.29.2 Any monies owed to COMMISSION by CONTRACTOR may be offset against any compensation due to CONTRACTOR for final payment from COMMISSION, as covered under this Agreement.

2.29.3 CONTRACTOR shall return to COMMISSION any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. COMMISSION retains the right to waive this requirement.

**2.30 PARTIAL PERFORMANCE.** In the event, less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by Commission Representative. In the event CONTRACTOR anticipates a disruption in services related to this Agreement, COMMISSION is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

**2.31 FAIR HEARING.** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

**2.32 MONITORING AND EVALUATION.** COMMISSION shall monitor and evaluate CONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

**2.33 CHILD ABUSE REPORTING.** CONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.33.1 CONTRACTOR shall establish procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse or neglect, even when such persons are not otherwise required by section 11166, subdivision (a), of the Penal Code or section 15630 of the Welfare and Institutions Code, to report such abuse or neglect.

**2.34 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** CONTRACTOR shall actively participate with all other Commission funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other COMMISSION funded programs.

**2.35 SECURITY DEPOSITS.** If CONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, CONTRACTOR shall return to COMMISSION any balance thereof within 45 days of the termination of the lease. However, if CONTRACTOR'S funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to COMMISSION within 45 days of the close of the CONTRACTOR's funding period.

**SECTION 3 - SERVICE PROVISIONS**

Exhibit B attached hereto is incorporated herein by this reference.

**SECTION 4 - FISCAL PROVISIONS**

**4.1 PAYMENT METHOD.** CONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement. COMMISSION shall reimburse CONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by COMMISSION in greater than 30 days, but less than 60 days after the date of COMMISSION's receipt of CONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

**4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from COMMISSION will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code Section 30131.4.

**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 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. 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. 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 received more than 60 days after the close of each funding period shall have a five (5) percent penalty imposed on the final invoiced 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, but the COMMISSION retains the exclusive right to decide whether it will waive the penalty or not.

**4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by COMMISSION without prior notification to COMMISSION of the need and justification for such an invoice and authorization by COMMISSION to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

**4.5 BUDGET JUSTIFICATION.**

4.5.1 Line Item. CONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by CONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. CONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10 percent increase to that item. Changes greater than 10 percent must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

**4.6 WORKING CAPITAL.** CONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

**4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior COMMISSION approval before payment to CONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, CONTRACTOR shall bear the responsibility for the excess cost.

**4.8 MINIMUM STANDARDS.** CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for all employees:

4.8.1 All employees shall receive basic statutory coverage of FICA, Workers' Compensation, Unemployment Insurance Benefits and Disability Insurance Benefits; and

4.8.2 All wages and benefits, shall be no less than the minimum, required by applicable state and federal law.

**4.9 AUDIT EXCEPTIONS.** CONTRACTOR agrees to indemnify COMMISSION for state audit exceptions and state audit exceptions resulting from contract non-compliance on the part of CONTRACTOR, and for claims made against COMMISSION arising from CONTRACTOR performance of this Agreement.

**4.10 CONDITIONS PREREQUISITE TO PAYMENTS.** Notwithstanding any other provision of this Agreement, COMMISSION may elect not to make a particular payment on this Agreement if:

- 4.10.1 Misrepresentation. With or without actual knowledge, CONTRACTOR made any misrepresentation of a material fact with respect to any information furnished by CONTRACTOR, directly or indirectly, to COMMISSION.
  - 4.10.2 Litigation. There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.
  - 4.10.3 Unauthorized Actions by CONTRACTOR. CONTRACTOR shall have taken any action pertaining to this Agreement, which required prior COMMISSION approval, without having first received said approval.
  - 4.10.4 Default. CONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.
  - 4.10.5 Fiscal and Non-Fiscal Reporting. CONTRACTOR has not submitted the required statements and reports as specified in this Agreement.
- 4.11 REIMBURSEMENT.** CONTRACTOR shall not claim reimbursement from COMMISSION, or apply sums received from COMMISSION, with respect to that portion of its obligations, which have been paid by another source

of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) COMMISSION funds under any COMMISSION program, without prior written approval of COMMISSION.

**4.12 PURCHASE OF FIXED ASSETS.** CONTRACTOR shall not purchase any fixed asset in excess of \$5,000 under the terms of this Agreement, unless prior written permission is obtained from the COMMISSION.

**4.13 MATCHING FUNDS.** CONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to CONTRACTOR by COMMISSION. "Matching funds" are defined as the resources (cash or in-kind) provided by CONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the Contractor's records. Actual amounts shall be reported on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the Commission reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

**SECTION 5 – MISCELLANEOUS**

**5.1 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by COMMISSION and CONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

**IN WITNESS THEREOF,** COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

**CONTRACTOR APPROVAL**

**COMMISSION APPROVAL**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name/Title)

Claudia Harrison, Executive Director  
(Typed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)