

**Subcontract  
between  
Impact Assessment, Inc.  
and  
Los Angeles Housing and Community Investment Department (HCIDLA)**

Subcontract Number: 2416-HCIDLA-15-16

This subcontract is entered into by and between Impact Assessment, Inc. "IAI", (a California Corporation) and the Los Angeles Housing and Community Investment Department "HCIDLA".

###

Whereas, IAI, is administering a Centers for Disease Control cooperative agreement (number 5UE1EH001261-02), titled Implementing Innovative Solutions for High-Risk Children in Hard to Reach Populations (hereinafter referred to as the Cooperative Agreement); and

Whereas, the parties hereto desire to enter into a subcontract under this Cooperative Agreement for research support services:

It is therefore agreed as follows:

**Article I: Statement of Work**

To assist IAI in carrying out its responsibilities under the terms and conditions of the Cooperative Agreement in support of the research study, the Subcontractor shall provide the services described in Attachment A. Any change in this Statement of Work shall be mutually agreed to in writing by authorized officials of both parties prior to the commencement of Subcontractor performance under any such change.

Subcontractor agrees to follow the Cooperative Agreement protocol and all applicable state and federal regulations which apply to the performance of its work and obligations under this subcontract.

**Article II: Period of Performance**

Performance of this subcontract shall begin September 30, 2015 and shall not extend beyond September 29, 2016, unless an extension is agreed upon in writing by both parties.

In the event that funding received by IAI, or committed to it, shall be canceled or substantially reduced during the term of this subcontract, or in the event that either Subcontractor or IAI fails to meet the terms of this Agreement, either party shall have the right to terminate this contract with 30 days-notice.

### **Article III: Key Personnel**

**The Co-Program Director for IAI is Jeff Sanchez.** Any significant changes in the performance of the subcontract shall require authorization by the IAI Co-Program Director and the IAI Director of Grants and Contracts.

**The Co-Program Director for Subcontractor shall be Ms. Sally Richman.** An authorized official of IAI must approve in writing any change proposed by Subcontractor; should IAI not give its approval, this Agreement shall be terminated.

### **Article IV: Compensation**

Subcontractor shall be reimbursed for the services as described in Attachment A. IAI agrees to pay Subcontractor for the work performed on this subcontract per the budget in Attachment A.

Subcontractor will not be compensated for additional costs associated with this subcontract without prior written authorization by the IAI Co-Program Director. Subcontractor agrees to exert its best efforts to perform all work and the obligations under this subcontract within the stated costs and the period of performance set forth in Article II.

### **Article V: Method of Payment, Financial Report Requirements**

Subcontractor shall submit invoices on a monthly basis using the budget categories in Attachment A and shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this subcontract. IAI may approve extensions when requested by Subcontractor.

All costs incurred under this subcontract will be subject to audit by IAI cognizant Federal Audit Agency. Subcontractor shall provide the cognizant auditors and/or IAI financial representatives access to records, where necessary, to support costs relating to this subcontract.

### **Article VI: Technical/Progress Reports**

Subcontractor shall be in regular communication with the IAI Co-Program Director, attend project team meetings, and or submit verbal progress updates at least monthly, or upon request by IAI Co-Program Director.

Failure by Subcontractor to submit any report by its due date shall be considered just cause for IAI to withhold any payment due Subcontractor until such report is received.

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**Article VII: Approvals and Notices**

- A. All notices and requests for approvals from IAI on financial and/or administrative matters shall be submitted to:

Sylvia Palmer  
Director, Grants and Contracts  
Impact Assessment, Inc.  
2166 Avenida de la Playa, Suite D  
La Jolla, California 92037  
Phone: (510) 620-3677  
FAX: (858) 459-9461  
E-mail: [iais@san.rr.com](mailto:iais@san.rr.com)

- B. Invoices shall be submitted to:

Jeff Sanchez  
Co-Program Director  
Impact Assessment, Inc.  
741B Addison Street  
Berkeley, California 94710  
Phone: (510) 704-8622  
FAX: (858) 945-9461  
E-Mail: [aijeff@san.rr.com](mailto:aijeff@san.rr.com)

- C. Subcontractor's authorized official for receiving notices of alterations or amendments to this Subcontract shall be:

Sally Richman  
Manager, Performance Management & Resiliency Planning  
Los Angeles Housing and Community Investment Department  
1200 W. 7<sup>th</sup> Street, 9<sup>th</sup> Fl.  
Los Angeles, California 90017  
Phone: (213) 808-8653  
FAX: (213) 808-8410  
E-mail: [Sally.Richman@lacity.org](mailto:Sally.Richman@lacity.org)

**Article VIII: Publications**

Subject to the provisions of the Cooperative Agreement, each party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract. Each party shall have the right of prior review and comment on manuscripts developed for publication by the other party. Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.

Subcontractor shall provide the IAI Co-Program Director with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.

Publications shall carry appropriate acknowledgement of funding support by a statement such as the following: "This publication (journal article, etc.) was supported by a subcontract from Impact Assessment, Inc. with funds provided under Cooperative Agreement 5UE1EH001261-02 from Centers for Disease Control. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Impact Assessment, Inc. or Centers for Disease Control."

Notwithstanding anything to the contrary in this Subcontract, (i) no publication or public disclosure related to the work in this Subcontract shall contain any of Subcontractor's patient identifiable or member identifiable or provider identifiable information.

#### **Article IX: Indemnification**

Subcontractor shall indemnify, defend, and hold harmless IAI, its officers, employees, and agents from any and all loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or in connection with the performance, or failure to perform by Subcontractor, of this subcontract. IAI agrees to give the Subcontractor immediate notice of any claim, action, or suit brought against IAI which is in any way connected with such activities under this subcontract and applicable within this indemnification.

Furthermore, IAI shall indemnify, defend, and hold harmless the Subcontractor, its officers, employees and agents from any and all loss, cost, damage or expense (including reasonable attorneys' fees) arising out of or in connection with the performance, or failure to perform by IAI, of this subcontract. Subcontractor agrees to give IAI immediate notice of any claim, action, or suit brought against the Subcontractor which is in any way connected with activities under this subcontract and applicable within this indemnification.

#### **Article X: Confidentiality and Patient Identifiable Information**

Confidential Information.

- (a) Each party shall keep confidential that information received from the other party, whether directly or indirectly, during or otherwise in connection with the study. "Confidential Information" includes but is not limited to the following:
- i. study participant medical records and information;
  - ii. any other member- or patient-identifiable information;
  - iii. provider-identifiable information;
  - iv. any nonpublic Information about Subcontractor's business operations; and
  - v. any other nonpublic information of Subcontractor.
- (b) Each party shall make reasonable efforts to mark Confidential Information clearly, or so identify Confidential Information that is disclosed orally provided however, that items described in Section (a), (i), (ii) and (iii) above shall be automatically deemed Confidential Information without further

identification. If deliberately disclosed orally, the party making the disclosure shall be responsible for clearly informing the other party, in writing within thirty (30) days, of the confidentiality of the information disclosed.

- (c) The obligation to keep information confidential shall not apply to:
- i. information that is shown to have been in the possession of the receiving party before being disclosed by the disclosing party;
  - ii. information which is now, or later becomes, generally available to the public through no fault of any party to this Agreement;
  - iii. information which is received from a third party who is not under an obligation of confidentiality;
  - iv. information which is independently developed by the receiving party without access to the confidential information of the disclosing party; or
  - v. information required to be released by any governmental entity with jurisdiction provided that the other party is notified prior to making such release of information.
- (d) Any other use or disclosure is prohibited except as expressly authorized by applicable law or elsewhere in this Subcontract.

#### Patient-Identifiable Information.

Materials or information containing the names of Subcontractor's members or Subcontractor's patients, patients' hospital or clinical records, (source documents) and other patient-identifiable information, patient address lists, IRB correspondence, and existing raw data or databases in whole or in part shall be considered Subcontractor's Patient-Identifiable Information. During the term of this Subcontract, Subcontractor and IAI may obtain certain information identified by Subcontractor as Patient-Identifiable information. Subcontractor may disclose such Patient-Identifiable Information to its staff members, employees, hospital authorities, investigators, and subcontractors, and IAI may disclose such Patient-Identifiable Information received under this Subcontract to Federal, State and Local public health authorities and their designated representatives, as may be required and permitted under the law, if (i) such disclosure is necessary for the conduct of the Study, and (ii) if recipient agrees to be bound by similar written obligations of privacy.

Except as otherwise required by law or regulation, IAI, including its representatives shall treat as private any Patient-Identifiable Information or information of the other parties, in the same manner as the recipient treats its own private information of like importance, which shall be no less than a reasonable standard of care. IAI shall not release, distribute, or use such Information other than in connection with the Study; provided however, that IAI shall not use Patient-Identifiable Information in any publication related to the study.

IAI will protect, use and disclose Patient-Identifiable Information under this Agreement solely for the purposes of the Study and in accordance with the provisions of this Subcontract.

Subcontractor shall have the right to use all data collected and developed pursuant to this Subcontract for patient medical care, research, education, and other internal purposes, during the term of this Subcontract and after termination.

In the event a new law, regulation, or policy governing this subject matter is made at a future time that prevents any recipient or sub-recipient under the Agreement from being bound by obligation of nondisclosure, such recipient or sub-recipient may not continue to possess the Patient-Identifiable Information and shall return it to Subcontractor or destroy it.

#### **Article XI: Institutional Review Board and HIPAA Compliance**

Subcontractor agrees that any human research protocol or animal research protocol to be conducted under this Agreement shall be reviewed and approved by the appropriate, designated Institutional Review Board (IRB) prior to the commencement of any work under this Subcontract. Subcontractor further certifies that this IRB is in full compliance with all relevant federal regulations.

The parties may receive from or create on behalf of each other certain health or medical information in the performance of this Subcontract ("Protected Health Information" or "PHI," as defined in 45 C.F.R. Section 164.501). Use or disclosure of PHI is subject to protection under State and Federal law, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") and implementing regulations. Each party shall comply with such law and implementing regulations during the term of this Subcontract and after termination.

#### **Article XII: Suspension and Debarment**

Subcontractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of subcontracts by any federal department or agency.

#### **Article XIII: General Provisions**

Subcontractor declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this subcontract. All terms and conditions of this Agreement are subject to applicable federal law and regulations, and to the provisions of the grant (see attachment B), which provisions and any amendments thereto are hereby incorporated. Subcontractor is engaged as an independent contractor. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

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IN WITNESS WHEREOF, the City of Los Angeles and Impact Assessment Inc. have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By \_\_\_\_\_  
Assistant/Deputy City Attorney

RUSHMORE D. CERVANTES  
General Manager  
Housing and Community Investment Department

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

By: \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

For: IMPACT ASSESSMENT INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

City Business License Number: 0002831127-0001-5  
Internal Revenue Service ID Number: 95-3649615  
Council File/CAO File Number: Date of Approval: 15-0620  
Said Agreement is Number: \_\_\_\_\_ of City Contracts

## ATTACHMENT A: Scope of Work and Budget

Period of Performance: September 30, 2015 – September 29, 2016

### Scope of Work:

The Housing and Community Investment Department (HCIDLA) will complete/participate in the following activities:

- Ms. Sally Richman, Manager of Performance Management and Resiliency Planning, will serve as Co-Program Director and will be responsible for general oversight and administration of the program (all Objectives).
- Ms. Ku and Ms. Weiskirch, Senior Systems Analysts, will be involved with ongoing systems development and data extraction from HCIDLA's CCRIS system (Objectives 1.1, 1.2, and 4.1). Activities include: attending planning and requirements gathering meetings, designing and generating housing violation data extracts, and providing detailed requirements for design purposes.
- Mr. Kim, Programmer Analyst III, will be involved with ongoing systems development and data extraction from HCIDLA's CCRIS system (Objectives 1.1, 1.2, and 4.1). Activities include: attending planning and requirements gathering meetings, designing and generating housing violation data extracts, and providing detailed requirements for design purposes.

### Method of Accountability:

Sub-Contractor will be supervised by the IAI Co-Program Director, Mr. Jeff Sanchez

### Budget Detail:

**The amount payable under this subcontract shall not exceed Twenty Thousand dollars (\$20,000).** The CDC approved Subcontract budget is listed below. Subcontractor will submit a quarterly invoice which includes a summary of project-related activities completed, and a general ledger detailing the program expenses. **All invoices should reference subcontract number 2416-HHC-15-16.**

Personnel Direct Labor	FTE	Annual Salary	Estimated Hours	Rate per Hour	Grant Funded
Co-Program Director	0.05	\$142,272/ 145,475	103	68.40/69.94	\$7,073
Sr. Systems Analyst	0.01	\$120,307/ 123,011	18	57.84/59.14	\$1,061
Programmer Analyst IV	0.02	\$105,040	51	50.50	\$2,576
<b>Total Direct Labor Cost</b>					<b>\$10,710</b>

Personnel Compensated Time Off (CTO)	Type	Rate	Base	Grant Funded
		15.00%	\$10,710	\$1,607
<b>Total CTO</b>				<b>\$1,607</b>

Total Salary Cost			Base	Grant Funded
Direct Labor			\$10,710	\$10,710
Compensated Time Off			\$1,607	\$ 1,607
<b>Total Salary Cost</b>				<b>\$12,317</b>

Fringe Benefits	Rate (%)	Base	Grant Funded
Total Salary Cost	39.22%	\$12,317	\$4,831
<b>Total Fringe Benefits</b>			<b>\$4,831</b>

Staff fringe benefits and Compensated Time Off (CTO) for the City of Los Angeles staff are based on approved CAP 37 rates, depending on the source(s) of funding paying for the position.

Indirect	Type	Rate	Base	Grant Funded
Admin staff	City Central	11.06%	\$12,317	\$1,362
<b>Total Indirect</b>				<b>\$1,362</b>

City Central costs for the City of Los Angeles staff are based on approved CAP 37 rates, depending on the source(s) of funding paying for the position. The HCIDLA "all staff" rate is based on internal calculation of general administrative costs applicable to all grant funded projects.

#### **TRAVEL: \$1,491**

Out-of-state travel is necessary for Ms. Richman to participate in a panel discussion at the NEHA 2016 AEC and HUD Healthy Homes in June 2016 in San Antonio, Texas.

Travel to San Antonio, Texas	Rate/Price	Days/Nights	Total
Airfare	\$363		\$363
Hotel (includes applicable taxes)	\$140	3	\$420
Conference Registration	\$400		\$400
Ground Transportation	\$90		\$90
Per-Diem	\$55	4	\$218
<b>Total Travel</b>			<b>\$1,491</b>

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