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**SUBCONTRACT
BETWEEN
LAS POSITAS COLLEGE
AND
WESTED**

This Subcontract is made and entered as of February 7, 2009, by and between WestEd, hereinafter referred to as "WestEd," and Las Positas College, hereinafter referred to as "Subcontractor."

1.0 Purpose:

The purpose of this Subcontract is for Subcontractor to provide services to WestEd for the implementation of specific activities as part of the Community College Personnel Preparation Project, as described in the attached Exhibit I, Scope of Work and Budget. All work performed is pursuant to Contract Number HD089006 with the California Department of Developmental Services dated July 1, 2008, hereinafter referred to as "Prime Contract," which is pursuant to Federal Award Number H181A070037 with the U.S. Department of Education, Office of Special Education Programs, CFDA #84.181.

2.0 Scope of Work:

Subcontractor will carry out the work as described in the attached Exhibit I subject to the direction of the WestEd Project Director, Virginia Reynolds.

3.0 Time of Performance:

Subcontractor shall provide the services under this Subcontract from February 9, 2009, through June 30, 2009, subject to the funding limitation identified under Section 4.0. WestEd shall be under no obligation to pay for services under this Subcontract in excess of the funding limitation.

4.0 Funding:

Subcontractor shall be reimbursed for services performed satisfactorily in accordance with this Subcontract. Payment is subject to receipt by WestEd of federal funds for the work identified in the Subcontract up to a maximum of \$6,000 per the attached Exhibit I. Allowable costs are determined in accordance with Section 18.2 below.

5.0 Method of Payment:

To obtain payment, Subcontractor shall submit invoices for actual allowable costs incurred in the performance of this Subcontract, in duplicate, to:

Virginia Reynolds, Director – Center for Prevention & Early Intervention
WestEd
1107 9th Street, 4th Floor
Sacramento, California 95814-3607

Subcontractor agrees to submit all final invoices within thirty (30) days of termination of Subcontract or completion of Subcontract performance.

6.0 Independent Contractor Status and Responsibilities:

In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract.

All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and

adequacy of all services performed by Subcontractor's employees and/or subcontracts and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met. Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

7.0 Nondiscrimination and Equal Employment Opportunities:

No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

8.0 Termination:

8.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

8.2 WestEd may terminate this Subcontract immediately upon termination by the Federal government of the Prime Contract under which this Subcontract is being performed by giving written notice to the Subcontractor.

8.3 In the event of a termination under Section 8.1 or 8.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with Section 5.0.

9.0 Subcontracts and Assignments:

Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

10.0 Indemnification:

Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents.

11.0 Communication:

The names and addresses of the direct contact people for each of the parties is as follows:

WESTED

Contracts Issues

Teresa Johnson, Director of Contracts
730 Harrison Street
San Francisco, California 94107-1242
Tel. 510.302.4239
E-mail: tjohnso@wested.org

Payment Issues

Donald Hom, A/P Supervisor
4665 Lampson Avenue
Los Alamitos, California 90720
Tel. 562.799.5121
Email: dhom@wested.org

Technical Issues

Virginia Reynolds, Director – Center for Prevention & Early Intervention
 1107 9th Street - 4th Floor
 Sacramento, California 95814-3607
 Tel. 916.492.4017
 E-mail: vreydol@wested.org

LAS POSITAS COLLEGEContracts, Administrative, and Technical Issues

Jeanne Miller Virgilio, ECD Professional Development Coordinator
 Las Positas College, Early Childhood Development
 3000 Campus Hill Drive
 Livermore, California 94551
 Tel. 925.424.1187
 E-mail: jvirgilio@laspositascollege.edu

12.0 Intellectual Property Ownership:

Subcontractor shall convey to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

13.0 Warranties:

Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with generally prevailing professional or industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to correct the problem. If Subcontractor is unable to correct the problem, WestEd shall be entitled to terminate the Subcontract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

14.0 No Alteration of Contract:

No alteration or variation of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

15.0 Certification of Cost & Price:

Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

(please check one)/ / Small Business / / Large Business / / Non-Profit/ / Other : _____**And Operated as:***(please check as many as applicable; if not applicable, indicate "N/A" in other)* Minority-Owned Woman-Owned Business Veteran-Owned Service-Disabled Business HubZone Business Other: _____**16.0 Authority to Sign:**

Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

17.0 Insurance:

Without in anyway limiting the Subcontractor's liability pursuant to Section 10, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

- (a) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage.
- (b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
- (c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident.
- (d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence.
- (e) Subcontractor shall name WestEd as additional insured.

Subcontractor shall provide WestEd with appropriate certificate(s) of insurance prior to commencing performance. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

18.0 Additional Contract Clauses:

The following contract clauses from the California Department of Developmental Services' award with the U.S. Department of Education, Award Number H181A070037, will be incorporated in this Subcontract. Subcontractor will adhere to all applicable clauses.

18.1 Audit Reports. Subcontractor agrees to provide WestEd with reports of audits as required under OMB Circular A-133, as appropriate. In instances where an auditor has questioned Subcontractor's compliance with Federal laws and regulations that bear directly on the performance or administration of this Subcontract, Subcontractor shall provide copies of responses to auditor's report and its plan for corrective action.

18.2 Allowable Costs. Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial

organizations), OMB Circular A-122 (non-profit organizations), OMB Circular A-21 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

- 18.3 Recycled Paper.** In accordance with Executive Order 12873, the Subcontractor is encouraged to submit paper documents that are printed/copied double-sided on recycled paper.
- 18.4 Site Inspection.** WestEd or the government has the right to inspect and evaluate the work performed or being performed under the Subcontract and the premises where the work is being performed at all reasonable times and in a manner that will not unduly delay the work.
- 18.5 Compliance.** In connection with its performance of this Subcontract, Subcontractor shall comply with all applicable Federal and State laws, regulations, standards, orders and requirements, including without limitation, each of the following to the extent applicable:
- (a) OMB Circular A-21 or OMB Circular 122
 - (b) OMB Circular 128 or OMB Circular 133
 - (c) Executive Order 11246 ("Equal Employment Opportunity") as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60)
 - (d) All standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857, et seq.) and the Federal Water Pollution Control Act (33 USC 125 1, et seq.) as amended.
- 18.6 Dual Compensation. (ED 307-3)** If a Subcontractor is involved in two or more projects, at least one of which is supported by federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.
- 18.7 Organizational Conflicts of Interest.**
- (a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest as defined in FAR Subpart 9.5 or that the Subcontractor has disclosed all such relevant information.
 - (b) The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of action(s) which the Subcontractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- 18.8 Gratuities. (APR 1984) (FAR 52.203-3)** The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative:
- (a) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government.
 - (b) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

18.9 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (FAR 52.209-6)

- (a) The Subcontractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the Subcontractor is unable to certify to any of the statements in this certification, such Subcontractor shall attach an explanation to this Subcontract.
- (c) Subcontractor shall not enter into any agreement under this Subcontract with any individual or entity presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as identified in Executive Order Nos. 12549 and 12689

18.10 Audit and Records-Negotiation. (FAR 52.215-2)

- (a) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Subcontractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. This right of examination shall include inspection at all reasonable times of the Subcontractor's plants, or parts of them, engaged in performing the Subcontract.
- (c) Cost or pricing data. If the Subcontractor has been required to submit cost or pricing data in connection with any pricing action relating to this Subcontract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Subcontractor's records, including computations and projections, related to:
 - (i) The proposal for the contract, subcontract, or modification.
 - (ii) The discussions conducted on the proposal(s), including those related to negotiating.
 - (iii) Pricing of the contract, subcontract, or modification.
 - (iv) Performance of the contract, subcontract or modification.
- (d) Comptroller General:
 - (i) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Subcontractor's directly pertinent records involving transactions related to this Subcontract hereunder.
 - (ii) This paragraph may not be construed to require the Subcontractor to create or maintain any record that the Subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Subcontractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of

the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating: (1) the effectiveness of the Subcontractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

- (f) Availability. The Subcontractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until three (3) years after final payment under this Subcontract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this Subcontract. In addition--
- (i) If this Subcontract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement.
 - (ii) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Subcontract shall be made available until such appeals, litigation, or claims are finally resolved.

18.11 Notice and Assistance Regarding Patent and Copyright Infringement. (FAR 52.227-2)

- (a) The Subcontractor shall report to WestEd and the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Subcontract of which the Subcontractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Subcontract or out of the use of any supplies furnished or work or services performed under this Subcontract, the Subcontractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Subcontractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Subcontractor has agreed to indemnify the Government.

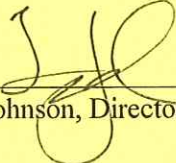
19.0 Flowdowns:

In connection with its performance of this Subcontract, Subcontractor shall comply with the following clauses, incorporated by reference, with the same force and effect as if they were given in full text:

- (a) Limitation on Payments to Influence Certain Federal Transactions (FAR 52.203-12)
- (b) Equal Opportunity (FAR 52.222-26)
- (c) Affirmative Action for Special Disabled and Vietnam Era Veterans (FAR 52.222-35)
- (d) Affirmative Action for Handicapped Workers (FAR 52.222-36)
- (e) Employment Reports on Special disabled Veterans and Veterans of the Vietnam Era (FAR 52.222-37)
- (f) Limitation of Liability (FAR 52.246-23)
- (g) Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (EDAR 3452.242-73)

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract effective the day and year first written above.

WESTED



Teresa Johnson, Director of Contracts

LAS POSITAS COLLEGE

Authorized Signatory

SSN/EIN: _____

Documents Attached: Exhibit I - Scope of Work and Budget

EXHIBIT I

Subcontract Scope of Work and Budget Las Positas College

Develop student data base & marketing materials provide in-service training to faculty specific to inclusive practices for all core courses.

Continue finalization of Early Intervention Assistant Program 40 hrs. X \$50.00 = \$2,000

Development of student survey & database 40 hrs. X \$50.00 = \$2,000

Faculty in-service training – 20 faculty @ \$75.00 each \$1500.00

Training Materials - \$500.00

TOTAL: \$6,000