



Champions For Our Children

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EX OFFICIO MEMBERS

Patricia Curry

Duane Dennis

Deanne Tilton

INTERIM CHIEF EXECUTIVE OFFICER

Craig A. Steele

750 N. Alameda Street
Suite 300

Los Angeles, CA 90012

phone: 213.482.5902

fax: 213.482.5903

www.first5la.org

A public entity.

32855

CONTRACTOR

CITY OF LONG BEACH

Contract No. 07500

CONTRACT

This Contract, made and entered into on this 1st of July, 2012, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the "COMMISSION" and the City of Long Beach whose address is 2525 Grand Avenue, Long Beach, CA 90815 hereinafter referred to as the "CONTRACTOR." All of CONTRACTOR'S activities and services to be provided hereunder will support the COMMISSION'S strategic plan efforts and will be coordinated and overseen by COMMISSION staff as designated below.

I. SCOPE OF WORK

The CONTRACTOR shall provide description of project, statement of purpose, timeline, schedule of activities, and deliverables as set forth and described in the Scope of Work, which is attached and incorporated as **Exhibit A**. CONTRACTOR is to execute the work in order to ensure that the deliverables are met on time and on budget for the COMMISSION. The COMMISSION reserves the right to amend the Scope of Work throughout the contract period.

II. SCOPE OF ENGAGEMENT

Any services other than those noted in this Contract shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

III. TERM OF CONTRACT

The term of this Contract will be July 1, 2012 "**effective date**" through June 30, 2013 "**termination date**" unless either party gives prior written notice of termination. This Contract shall expire without further notice on June 30, 2013.

The contract is a year to year contract which terminates on the "termination date". For the contract renewal, the CONTRACTOR will be required to sign the contract at least two (2) weeks prior to the intended start date of the contract, as outlined in Term of Contract section of contract, to assure the timely

completion of the signature process by all parties. If the contract is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the contract execution date (the date all parties have signed the contract) and COMMISSION shall not be liable to CONTRACTOR under any legal or equitable theory for the reimbursement of expenses or costs incurred by CONTRACTOR during the time between the termination date and the date of renewal, if any, unless otherwise approved by the COMMISSION. If this Contract is not signed within the thirty-day (30) period from the intended start date, the COMMISSION has the right to withdraw the contract award. The COMMISSION reserves the right to revise the effective date prior to final execution of the contract.

IV. BUDGET

The Budget and Budget Narrative for the CONTRACTOR are attached as **Exhibit B** and form an integral part of this Contract.

The CONTRACTOR shall receive from the COMMISSION total compensation not to exceed **ONE HUNDRED SEVENTY TWO THOUSAND, NINE HUNDRED SIXTY FOUR DOLLARS (\$172,964)** pursuant to the terms and conditions for payment set forth herein.

V. EXPENDITURES BY CONTRACTOR

- A. CONTRACTOR will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- B. All CONTRACTOR expenditures shall be in accordance with the approved cost category budget captions. However, CONTRACTOR may modify a portion of CONTRACTOR'S approved budget, if such budget cost category is as follows and the COMMISSION has been advised in advance prior to the costs being incurred:
 - i. If the original cost category is \$5,000 or less dollars, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section XIX.
 - ii. If the cost category is greater than \$5,000 dollars and the change is less than or equal to 10% of the original cost category, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required

- by Section XIX. Up to 10% can be moved from a cost category into any other cost category through an informal modification.
- iii. If the original cost category is greater than \$5,000 dollars and the modification is greater than 10% of the cost category, CONTRACTOR must obtain COMMISSION'S prior written approval through the COMMISSION'S formal budget modification procedure before incurring expenses pursuant to the modification.
- C. Formal budget modifications must be addressed and sent to the assigned Commission staff with the appropriate "Formal Budget Modification Summary" forms on or before the 1st of the month prior to the month in which the actual expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for formal budget modifications will not be accepted during the first two (2) months and last quarter of the term of this Agreement.
- D. Only two (2) informal budget modifications subject to Section V, Item B, subsections i and ii can be approved during the term of this Contract.
- E. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the CONTRACTOR. Request for modifications will not be accepted during the first two (2) months of the Contract period; and not more than ONCE thereafter, with the exception of the last quarter when there shall be none. CONTRACTOR must submit the written request one (1) month prior to the requested effective date of such modification.
- F. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.
- G. CONTRACTOR will advise COMMISSION and obtain written approval on ALL formal budget modifications PRIOR to incurring any costs.
- H. In the event COMMISSION reasonably believes CONTRACTOR has been overpaid, or in the event CONTRACTOR fails to timely submit the documents required pursuant to this Contract; COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- I. All payments by COMMISSION to CONTRACTOR under this Agreement are restricted for use in the performance of CONTRACTOR'S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.
- J. If applicable, any activities under the cost category Capital Improvement/Renovations must be completed within the first year of the grant. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of CONTRACTOR to comply

with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.

- K. Any purchases under the Equipment cost category in Exhibit B must be completed in year one of the contract. Any exceptions will require prior notification by the CONTRACTOR to the COMMISSION and may be approved only at the discretion of the COMMISSION.
- L. Any expenses under Space and Telephone cost categories of the budget (Exhibit B) shall be calculated based on a standard formula which uses a reasonable allocation methodology. The formula used will be reviewed by the COMMISSION for final approval.
- M. In no event shall CONTRACTOR or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose.
- N. If applicable, in-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding the ten percent will become the responsibility of the CONTRACTOR.

VI. EXHIBITS

Exhibits A through C, as described below, are attached to and form an integral part of this Contract and are hereby incorporated by reference. Exhibit D, and E and F (as applicable) will be completed by the CONTRACTOR at later dates and forwarded to the COMMISSION on the designated due dates, as determined by the COMMISSION.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A SCOPE OF WORK

Exhibit B BUDGET FORMS

Exhibit C ALL DOCUMENTS IN REQUIRED DOCUMENTS LIST

Exhibit D INVOICE FORM

Exhibit E QUARTERLY REPORTS

Exhibit F CONTRACTOR'S BLACK INFANT HEALTH STATE ANNUAL REPORT

Exhibit G COMPLIANCE GUIDELINES

This Contract and the Exhibits hereto, together with the CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties that supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The Exhibits form an integral part of this Contract, and are hereby incorporated by reference. No amendment, promise, or Contract between the parties is valid unless the same is in writing executed by both parties.

VII. COMMISSION OBJECTIVES

Mission Statement

The mission of the COMMISSION is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

Vision

The COMMISSION is committed to creating a future throughout Los Angeles' diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

Values

The COMMISSION intends to make its vision come true by shaping its efforts around five core values:

Families: We will acknowledge and amplify the voice of families so that they have the information, resources and opportunities to raise their children successfully.

Communities: We will strengthen communities by enhancing their abilities to support families.

Results Focus: We will be accountable for defining results for young children and for our success in achieving them.

Learning: We will be open to new ideas and will modify our approaches based on what we learn.

Advocacy: We will use our unique role to build public support for policies and programs that benefit children prenatal through age 5 and their families.

Goals

The COMMISSION will accomplish its mission by partnering with communities and families in Los Angeles County to make measurable and significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families, as outlined in the Strategic Plan.

VIII. AMENDMENTS

Any agreements which in any way change the terms of this Contract shall be valid only if the requested change is made in writing and approved by authorized representatives of the CONTRACTOR and the COMMISSION. Approval of any amendment will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

X. SUBCONTRACTORS

COMMISSION approves CONTRACTOR'S use of subcontractors to carry out its obligations under this Contract as specified in Exhibit A.

No performance of this Contract or any portion may be assigned by CONTRACTOR without the written consent of the COMMISSION. Any attempt by the CONTRACTOR to assign performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated. CONTRACTOR shall submit a list of subcontractors to the COMMISSION for written approval prior to subcontractor performing any work hereunder.

A function proposed 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 the prior written consent of COMMISSION, or their designee. Any such attempt at delegation or assignment without prior written 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 of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

CONTRACTOR must submit a copy of the memorandum of understanding for each subcontractor to the COMMISSION for prior review and approval.

XI. PROPRIETARY RIGHTS

CONTRACTOR agrees and acknowledges that its work pursuant to this Contract is, at COMMISSION'S direction, strictly limited to gathering data and other information regarding one or more of COMMISSION'S funding

initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process. In that regard, the following limitations shall apply to CONTRACTOR'S future use of data and information collected by CONTRACTOR during the course of its work for COMMISSION, in addition to any other conditions and limitations imposed by this Contract:

- A. All data and information collected by CONTRACTOR during the course of this project, in whatever form, shall be the joint property of the COMMISSION and CONTRACTOR. CONTRACTOR shall maintain said data and information on behalf of the COMMISSION in form and substance consistent with accepted research practices throughout the course of this Contract. Research findings and results generated from the data may be used internally by the COMMISSION for planning purposes prior to publication by the CONTRACTOR. The COMMISSION will not disseminate any data beyond its internal staff without the consent of the CONTRACTOR.
- B. To facilitate this joint ownership, the CONTRACTOR shall provide data to the COMMISSION at time intervals determined by the COMMISSION and CONTRACTOR to be appropriate for the work of the project.
- C. Both the CONTRACTOR and the COMMISSION shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to the Contract. Any raw data collected by the CONTRACTOR will be provided to the COMMISSION only after individual identifiers (with the exemption of zip codes) have been removed from the raw data. CONTRACTOR shall be responsible for complying with all applicable state and federal laws governing the gathering, use, and protection of personal information.
- D. For any data gathering, informed consents shall be obtained and the CONTRACTOR is responsible for fulfilling any requirements pertaining to and in compliance with HIPAA and an Institutional Review Board for Human Subjects Protection.
- E. At the conclusion of CONTRACTOR'S work, whether through expiration or termination of this Contract, CONTRACTOR shall provide to the COMMISSION a copy of all data and information collected, along with all required reports in the following format: all original data and reports must be submitted in electronic format within 30 days after expiration or termination to Craig A. Steele, Interim Chief Executive Officer of the Los

Angeles County Children and Families First - Proposition 10 Commission
(aka First 5 LA) with copies sent to designated director.

- F. CONTRACTOR shall maintain notes, business records, and working papers on file for a period of not less than four (4) years following the termination or expiration of this Contract, and shall provide COMMISSION access to said records for inspection and copying upon seven (7) days written notice from COMMISSION. CONTRACTOR specifically agrees to comply with the California Public Records Act (Government Code Section 6250, *et seq.*) as directed or requested by COMMISSION.
- G. Any software or equipment developed by CONTRACTOR at COMMISSION'S direction and/or expense during the course of this Contract shall become the joint property of COMMISSION and CONTRACTOR. COMMISSION shall have the right to consent to and participate financially in any licensing or sales Contract relating to such software or equipment.
- H. The timing, format, and manner of the dissemination of any data or information gathered pursuant to this Contract and any report of results, conclusions or recommendations prepared by CONTRACTOR shall be at the sole discretion of the COMMISSION. COMMISSION shall attribute the work to CONTRACTOR upon any such release.
- I. CONTRACTOR may not use the data and information collected pursuant to this Contract without the prior written consent of COMMISSION'S Chief Executive Officer or designee. Such consent must be requested in writing, stating the specific purpose for which consent is being sought, not less than ten (10) working days in advance of any such use.
- J. If the CONTRACTOR uses any data from this project for a purpose that will result in profit or financial compensation to CONTRACTOR or any party related to CONTRACTOR, such fact must be disclosed in a written request for consent by CONTRACTOR and submitted to the COMMISSION. In such cases, COMMISSION shall have the right to enter into a royalty, licensing, or reimbursement Contract with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific

activities, CONTRACTOR shall acknowledge the participation and funding with "Funded without endorsement, by First 5 LA" and shall provide the COMMISSION with two (2) copies of the published material.

- K. CONTRACTOR shall prominently display all First 5 LA supplied promotional materials, such as educational posters, banners, brochures and fliers at the project site(s). CONTRACTOR shall ensure that promotional material, activities, and publications developed in support of the funded project shall conform to the formatting requirements outlined in First 5 LA Style Guide which includes the appropriate display of the First 5 LA logo and the First 5 LA funding attribution.
- L. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to this Contract.
- M. CONTRACTOR must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired with First 5 LA funds pursuant to this Contract, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.
- N. COMMISSION and CONTRACTOR agree that all personal property purchased with funds provided under this Contract shall become the property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION.

This section is applicable to all subcontractors in the performance of their services under the Program.

XII. CONFLICT OF INTEREST

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and regulations applicable to the CONTRACTOR under California law. CONTRACTOR acknowledges that he/she/it is acting as a public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. CONTRACTOR

shall maintain the confidentiality of any confidential information obtained from the COMMISSION during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **BLACK INFANT HEALTH**. During the term of this Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

XIII. INFORMATION TECHNOLOGY REQUIREMENTS

CONTRACTOR will be responsible for coordinating with COMMISSION'S Information Technology (IT) Department regarding the design, development, structure and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of CONTRACTOR'S program:

- A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION'S infrastructure.
- B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
- C. Ability to collect information at the client-level, as necessary.
- D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
- E. Ability to export to and import the data collected.

CONTRACTOR will provide timely notification to the COMMISSION on any major problem(s) with the CONTRACTOR'S financial system or hardware or software that may impact the funded project under this Contract.

XIV. INSURANCE

Without limiting CONTRACTOR'S duty to indemnify COMMISSION during the term of this Contract, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Contract. Such programs and evidence of insurance shall be issued by insurers

admitted to conduct business in the State of California, with a minimum A.M. Best's rating of A: VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section XXV **prior to the commencement of work** under this Contract. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.

Notwithstanding any other provisions of this Agreement, failure by CONTRACTOR to maintain the required insurance shall constitute a breach of this Contract and COMMISSION may immediately terminate or suspend this Contract as a result, or secure alternate insurance at CONTRACTOR'S expense. CONTRACTOR shall ensure that subcontractors comply with all insurance requirements described in this Section.

It is specifically agreed by the Parties that this Section XIV shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section XIV. Nothing in this Contract is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

CONTRACTOR'S liability insurance shall be primary and non-contributory. All coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy.

"Los Angeles County Children and Families First - Proposition 10 Commission (or if abbreviated, LA Cty Prop 10 Commn.), its officers, agents, consultants and employees" are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the CONTRACTOR.

CONTRACTOR and subcontractors shall provide policies of liability insurance of at least the following coverages and limits:

A. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the CONTRACTOR must purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

B. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident. Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Contract and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

C. Workers Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

D. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of CONTRACTOR or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only CONTRACTORS who have a professional liability exposure relating to the work performed for COMMISSION under the terms of this contract are required to provide evidence of Professional Liability coverage.

E. Property Insurance

Such insurance shall be required only in the event the Contract is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 for each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

F. Crime Coverage Insurance

Such insurance shall be in the amount not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. COMMISSION shall be named as Loss Payee, as their interest may appear.

Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Interim Chief Executive Officer may be substituted for any coverage required above. CONTRACTOR must submit a copy of the self-insured certificate issued by the State of California.

XV. LIABILITY AND INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by CONTRACTOR, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to CONTRACTOR'S performance of this Contract including, without limitation, matters of active or passive negligence on the part of the COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, or damages arising out of or caused by COMMISSION'S sole negligence as determined by a court of competent jurisdiction.

XVI.ACCOUNTABILITY

- A. The CONTRACTOR will work under the direction of Craig A. Steele, Interim Chief Executive Officer of Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) and/or designated departmental director(s) of Program Development, Grants Management, Best Start Communities, Community Investments, Policy, Contracts Compliance, Finance, Public Affairs, and/or Research and Evaluation to ensure appropriate documents and activities are in compliance. The CONTRACTOR shall copy all communications to designated director(s) and will deliver routine updates and check-ins including quarterly reports (Exhibit E) and contractor's Black Infant Health state annual report (Exhibit F), over the course of this Contract period.
- B. The COMMISSION will make relevant, non-confidential and non-privileged information available and accessible to the CONTRACTOR in order to successfully complete the project.
- C. The CONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and CONTRACTOR, with the highest degree of quality and service to the COMMISSION.
- D. CONTRACTOR shall not count or serve the same case managed clients for more than one of the following initiatives: Healthy Births (HB), Black Infant Health (BIH) and Welcome Baby! funded by the COMMISSION. CONTRACTOR will be required to screen clients to ensure non-duplication between COMMISSION-funded initiatives and maintain client lists from all initiatives funded by the COMMISSION.
- i. Healthy Births/Black Infant Health: Clients who are enrolled in case management through the Healthy Births Initiative must not be counted as enrolled in case management through the Black Infant Health Program.
 - ii. Black Infant Health/Healthy Births: Clients who are enrolled in case management through the Black Infant Health Program must not be counted as enrolled in case management through the Healthy Births Initiative.
 - iii. Healthy Births/Welcome Baby: Clients who are enrolled in case management through the Healthy Births Initiative must not be counted as enrolled in the Welcome Baby Program.

- iv. Welcome Baby/Healthy Births: Clients who are enrolled in the Welcome Baby Program must not be counted as enrolled in case management through the Healthy Births Initiative.
- E. Both CONTRACTOR and COMMISSION will conduct themselves and their work in an ethical manner with high integrity and respect for the individuals involved in this process.
- F. COMMISSION reserves the right to modify this CONTRACT and the programs and services provided by CONTRACTOR pursuant to this Contract based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of CONTRACTOR'S program and service. The evaluation(s) shall include, but are not limited to, Contract compliance and the effectiveness of program planning and implementation. COMMISSION at its sole discretion will conduct on-going assessments of the program and reserves the right to convert this Contract to a performance-based contract at any time throughout its duration, if COMMISSION deems it necessary for the attainment of the program/project deliverables and required results.
- G. CONTRACTOR is required to comply with Section 3410 of the Public Contracts Code which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.
- H. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which requires the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.
- I. CONTRACTOR is responsible for providing timely notification to the COMMISSION on any major changes to CONTRACTOR'S financial system that may impact the funded project or service under this Contract
- J. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval.

- K. CONTRACTOR is responsible for the timely notification to the COMMISSION on any material changes in the CONTRACTOR'S primary funding sources or overall organization funding that may impact the CONTRACTOR'S accountability on the funded project under this Contract.
- L. The CONTRACTOR shall not provide technical assistance to any grantee, agency, and/or collaborators with which the CONTRACTOR has a prior or existing business relationship as outlined in Section XII.
- M. CONTRACTOR shall participate in the evaluation activities the COMMISSION is sponsoring for the **BLACK INFANT HEALTH** Programs, and shall modify CONTRACTOR'S Scope of Work (Exhibit A) if directed to do so by COMMISSION based on the information provided in an evaluation. CONTRACTOR may be required to participate in activities related to an Institution Review Board (IRB) related to Human Subjects Protection.

XVII. INTERPRETATION AND JURISDICTION

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

XVIII. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.

XIX. PAYMENTS TERMS

All checks are to be made out to City of Long Beach. Quarterly invoices based on expenses already incurred and paid by the CONTRACTOR (hereafter referred to as "actual expenses") are to be submitted by the CONTRACTOR to the COMMISSION by the 20th business day of each month and must be addressed to the attention of Craig A. Steele, Interim Chief Executive Officer of

the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION'S receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay CONTRACTOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before the 20th business day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and reports have been submitted to the COMMISSION. If CONTRACTOR does not comply with the timeframe set forth in this Section, CONTRACTOR will be considered out of compliance and may be subject to sanctions including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.

XX. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

COMMISSION'S payment obligations pursuant to this Contract are payable solely from funds appropriated by COMMISSION for the purpose of this Contract. CONTRACTOR shall have no recourse to any other funds allocated to or by COMMISSION. CONTRACTOR acknowledges that the funding for this Contract is limited to the term of the Contract only, with no future funding promised or guaranteed.

The COMMISSION and the CONTRACTOR expressly agree that full funding for the Contract over the entire Term of Contract is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County's share of those revenues to the COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating the COMMISSION'S receipt of Proposition 10 tax revenues, or any other unexpected material decline in the COMMISSION'S revenues, the COMMISSION may reduce or eliminate funding for current or subsequent Contract years at a level that is generally proportionate to the reduction.

XXI. TERMINATION OF SERVICES

Either party may terminate this Contract after providing ten (10) days written notice to the other party at the address first set forth above. When CONTRACTOR'S services conclude, all unpaid fees and expenses become due and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination

pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Contract and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or CONTRACTOR shall immediately terminate this Contract.

XXII. ENTIRE UNDERSTANDING

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

XXIII. ATTORNEY FEES

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorney fees.

XXIV. RECORDS AND AUDITS

COMMISSION reserves the right at any time during CONTRACTOR business hours at its discretion and upon reasonable notice to audit, examine records and require supporting documentation such as employee timesheets and invoices, to substantiate CONTRACTOR reported expenses and basic service level estimates of work completed.

XXV. NOTICES

Any notices, reports, or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR'S and COMMISSION'S regular business hours or by facsimile before or during CONTRACTOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

Notices to CONTRACTOR

Notices will be sent to CONTRACTOR addressed as follows:

TERRI NIKOLETICH 562-570-4272 TERESA.NIKOLETICH@LONGBEACH.GOV
Primary Contact Person Telephone E-mail

DALE WORSHAM 562-570-4186 DALE.WORSHAM@LONGBEACH.GOV
Fiscal Contact Person Telephone E-mail

CITY OF LONG BEACH, DEPT OF HEALTH & HUMAN SERVICES
CONTRACTOR Name

2525 GRAND AVENUE, LONG BEACH, CA 90815
CONTRACTOR Address

Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA
Attention: Craig A. Steele, Interim Chief Executive Officer
750 North Alameda Street, Suite 300
Los Angeles, California 90012

Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any provisions of this Contract, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

XXVI. SIGNATURES

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below.

CONTRACTOR
Agreed & Accepted

 **Assistant City Manager**

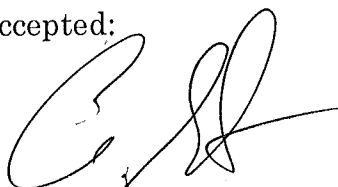
Patrick H. West, City Manager
City of Long Beach

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

5.22.12
Date

COMMISSION

Agreed & Accepted:



Craig A. Steele
Interim Chief Executive Officer
Los Angeles County Children and Families First
Proposition 10 Commission (aka First 5 LA)

6/29/12
Date

APPROVED AS TO FORM

10/4, 2012
ROBERT E. SHANNON, City Attorney

By 
LINDA TRAN
DEPUTY CITY ATTORNEY

Exhibit A

SCOPE OF WORK



EXHIBIT A – SCOPE OF WORK

Contract Number: 07500 Contract Period: 7.1.12-6.30.13
 Agency Name: City of Long Beach Department of Health and Human Services Revision Date:
 Project Name: Black Infant Health Program Report Period: (Office Use Only)
 Project Length: 12 months Submission Date:

The BIH Program Local Health Jurisdictions (LHJs) will strive to achieve the Healthy People 2020 goals to reduce African American maternal and infant health disparities by:

1. To increase social support and empowerment to mitigate the impact of chronic stress and improve health and wellness;
2. To improve women's health including maternal and infant health throughout the life course
3. To engage the community in helping to improve maternal and infant health

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
Include who, what, when, where, how, and how much for each objective.	Indicate the activities and subtasks leading to the fulfillment of the objectives. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.	Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.	Indicate start and end period.	Indicate Date Due.

EXHIBIT A – SCOPE OF WORK

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
<p>Include who, what, when, where, how and how much for each objective.</p> <p>Objective 1: Conduct a community-based BIH Program to improve early access to care and supportive services, maintenance of health before, during and after pregnancy, and increase social support and empowerment to improve the health status of African American women and their infants throughout the life course.</p>	<p>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</p> <p>1.1 Utilizing an interdisciplinary team approach, the BIH program staff will provide an intake assessment for 30-40 new BIH clients enrolled during this fiscal year to assess:</p> <ul style="list-style-type: none"> • Early access to prenatal care; • Use of harmful substances; • Existence of mental health issues through screening with PHQ9; • Existence of other psychosocial issues that may negatively impact the health of mother and baby (e.g. chronic stress due to discrimination, domestic violence, homelessness, financial status, etc.); • Breastfeeding readiness and support system 	<p>Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.</p> <p>Facilitator Family Health Advocate BIH Coordinator Public Health Nurse Social Worker</p>	<p>Indicate start and end period.</p> <p>7/1/12 – 6/30/13</p>	<p>Indicate Date Due.</p> <p>Submit four (4) progress reports to First 5 LA. Quarterly reports due:</p> <ul style="list-style-type: none"> • Oct. 31. 2012 (for July-Sept.) • Jan. 31. 2013 (for Oct.-Dec.) • April 30. 2013 (for Jan.-Mar.) • July 31. 2013 (for April-June) <p>Pregnancy outcomes to be included in the January 31.2013 (January 1. 2012-December 31. 2012), and July 31. 2013 (July 1.2012-June 30. 2013) reports.</p> <p>Submit a copy of the City of Long Beach Department of Health and Human Services BIH State annual report to First 5 LA by August 15. 2013.</p> <p>Documentation of intake assessment will be included in client chart.</p>

EXHIBIT A – SCOPE OF WORK

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
<p>Indicate who, what, when, where, how and how much for each objective.</p>	<p>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</p> <p>1.2 The interdisciplinary team will develop a plan of care and provide education and referrals to ensure linkage with needed services for each BIH client assessed. Activities will include:</p> <ul style="list-style-type: none"> • The development of a individualized case plan after the intake assessment; • A review of each client's strengths and needs following intake into the program; • Consultation with PHN and/or Social worker regarding any health issues that may require an emergency referral or intervention; • Monthly interdisciplinary client case conferences; • Provide assurance activities and follow up on all referrals given <p>1.3 In addition to the ten prenatal and ten postpartum class series which make up the new model of the State BIH program, staff will provide additional workshops during the period of time there are no other classes being facilitated.</p> <ul style="list-style-type: none"> • Lactation Education: The MCAH LHJ priority focus is the improvement of our exclusive and extensive breastfeeding rates, so one 2-hour lactation class will be taught to educate the clients on their rights to breastfeed in public, employee worksite rights and a discussion on 	<p>Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.</p> <p>Facilitator Family Health Advocate BIH Coordinator Public Health Nurse Social Worker</p> <p>Facilitator Family Health Advocate BIH Coordinator Public Health Nurse Social Worker</p>	<p>Indicate start and end period.</p> <p>7/1/12 – 6/30/13</p> <p>7.1.12-6.30.13</p>	<p>Indicate Date Due.</p> <p>Individualized care plan will be included in clients chart. Case notes i.e. referrals/ assurance activities by BIH staff members will be included in the client's chart.</p> <p>Schedule of classes, workshop agenda, and the client sign in sheets will be submitted to F5LA with the progress reports. Breastfeeding initiation results to be included in the January 31.2013 (January 1.2012- December 31. 2012), and July 31. 2013 (July 1.2012-June 30. 2013) reports.</p>

EXHIBIT A – SCOPE OF WORK

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
<p>Include who, what, when, where, how and how much for each objective.</p>	<p>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</p> <ul style="list-style-type: none"> overcoming the barriers to breastfeeding. (One-2 hour, one class session for at least 5 clients with a completion rate of 100%); Child Passenger Safety classes (Two-2 hour, one class session for at least 5 clients with a completion rate of 100%); School Readiness Parent Education class: Utilizing a community partner's expertise, program staff will arrange for a librarian or other appropriate professional to provide a class on the importance of reading to your child, selecting age appropriate reading material and utilizing library services, (One-2 hour class session for a minimum of 5 clients with a completion rate of 100%); Feminine Hygiene class: BIH staff will teach two separate 2-hour classes on feminine hygiene for at least 5 clients per class with a completion rate of 100%. In partnership with the University of California Cooperative Education Dept. the program will provide an 8 week 2-hour nutrition class series focused on healthy eating and staying active to at least 5 clients with a completion rate of 100%. Two SIDS/Safe sleep one hour classes will be provided; one to the prenatal group and one to the postpartum group of clients. Each 	<p>Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.</p>	<p>Indicate start and end period.</p>	<p>Indicate Date Due.</p>

EXHIBIT A – SCOPE OF WORK

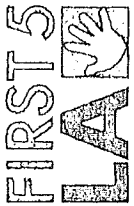
Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
<p>Include who, what, when, where, how and how much for each objective.</p> <p>Objective 2: Provide culturally competent information to African American women, health care providers and the community to educate them on the importance of early entry into prenatal care, continued participation in prenatal care, the importance of interconception care, and how BIH program staff can assist in the above areas.</p>	<p>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</p> <p>class will be given to at least 5 clients with a completion rate of 100%</p> <p>2.1 Contact each CPSP provider in Long Beach once during the fiscal year to:</p> <ul style="list-style-type: none"> Reinforce the information and education provided to the provider and their staff in the past two years related to health disparities amongst the African American population. Follow up reminder on the Collaborative agreement which was signed at the end of fiscal year 10-11, (agreement does not expire); Continue to encourage the referral of African American clients to the BIH program at provider offices and local community events. 	<p>Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.</p> <p>BIH Coordinator</p>	<p>Indicate start and end period.</p> <p>7.1.12-6.30.13</p>	<p>Indicate Date Due.</p> <p>BIH Coordinator will communicate with the CPSP PHN and provide her a regular update of the visits she makes to the CPSP providers so the PHN can include the information in CPSP files.</p> <p>Documentation of communication will be maintained and submitted to F5LA with progress reports.</p>
<p>Objective 3: Develop and implement health improvement strategies that educate and assist African American pregnant and/or parenting women and the community to learn about the know causes of poor birth outcomes.</p>	<p>3.1 Continue ongoing communication and education with CPSP providers and staff, as well as other interagency providers on:</p> <ul style="list-style-type: none"> The known and potentially contributory causes of poor birth outcomes, including but not limited to chronic stress due to social determinants (ie. violence, discrimination, living conditions, income, education and social support, etc.); 	<p>BIH Coordinator</p>	<p>7.1.12-6.30.13</p>	<p>BIH Coordinator will communicate with the CPSP PHN and provide her a regular update of the visits she makes to the CPSP providers so the PHN can include the information in CPSP files.</p>

EXHIBIT A – SCOPE OF WORK

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
<p>Include who, what, when, where, how and how much for each objective.</p>	<p>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</p>	<p>Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.</p>	<p>Indicate start and end period.</p>	<p>Indicate Date Due:</p>
<p>Objective 4: Provide and document referrals to treatment services for various types of substance use and mental health issues to reduce or eliminate these behaviors and risk factors in pregnant and/or parenting African-American women.</p>	<ul style="list-style-type: none"> Promote opportunities for training on cultural competence; Promote referral of patients to appropriate programs such as BIH 		<p>7.1.12-6.30.13</p>	<p>Documentation of communication will be maintained and submitted to F5LA with progress reports.</p>
	<p>4.1 Consult with Public Health Nurse and/or Social worker regarding any BIH client assessed as having substance use or mental health issues.</p> <ul style="list-style-type: none"> Provide education on the importance of receiving appropriate interventions; refer for services and follow-up with client to ensure appropriate linkages. 	<p>Facilitator Family Health Advocate BIH Coordinator Public Health Nurse Social Worker</p>		<p>Case notes i.e. referrals/ assurance activities by BIH staff members will be included in the client's chart.</p>

Exhibit B

BUDGET FORMS



Champions For Our Children

LA COUNTY POST
CHILDREN & FAMILY COMMISSION
PROP 10 COMMISSION
(FIRST 5 LA)

2012 MAR 21 AM 11:40

Agency: City of Long Beach RECEIVED

Project Name: Black Infant Health (BIH)

Agreement Period: 7/1/2012 - 6/30/2013

Agreement # 7500

Page: 1 of 10

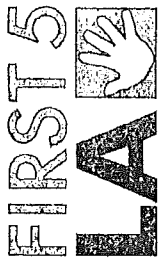
Budget Summary

Cost Category	First 5 LA Funds	Matching Funds	Total Costs
1 Personnel	152,392	10,777	163,168
2 Contracted Svcs (Excluding Evaluation)	0	0	0
3 Equipment	0	0	0
4 Printing/Copying	807	0	807
5 Space	0	0	0
6 Telephone	0	0	0
7 Postage	0	0	0
8 Supplies	6,120	6,120	12,240
9 Employee Mileage and Travel	500	0	500
10 Training Expenses	0	0	0
11 Evaluation	0	0	0
12 Other Expenses (Excluding Evaluation)	3,252	3,000	6,252
13 *Indirect Costs	9,894	700	10,593
TOTAL:	\$172,964	\$20,596	\$193,560

JoAnn Smith JoAnn Smith 3/19/2012 Date
 Fiscal Contact Person
 Dale Worsham Dale Worsham 3/19/2012 Date
 Agency Authorized Signature
 Phone # JoAnn Smith at 562-570-4098

First 5 LA Authorized Staff Only
 Program Officer Tina Chinakam 3/21/12
 Finance Tamika Austin 3/21/12

*Indirect Costs MAY NOT exceed 10% of Personnel cost, excluding Fringe Benefits.
Additional supporting documents may be requested



Champions For Our Children

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 7/1/2012 - 6/30/2013

Agreement # 7500

Page 10 of 10

Sections 12 & 13

Other Expenses & Indirect Cost

Other Expenses include description	Quantity	Unit Cost (per month)	Total Other Cost	First 5 LA Funds	Matching Funds	Total Cost
Client Transportation vouchers (classes, events, Dr.)	12	521.00	6,252	3,252	3,000	6,252
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
Total Other Expenses:			\$6,252	\$3,252	\$3,000	\$6,252

*Indirect Cost include general purpose for this cost	Total Indirect Cost	First 5 LA Funds	Matching Funds	Total Cost
10% of Salary only	10,593	9,894	700	10,593
	0	0	0	0
	0	0	0	0
Total Indirect Cost:		\$10,593	\$700	\$10,593

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY

Justification

Personnel - Section 1	(Support Svcs, Administrative Analyst, FY13 Projected Expense Report dated 3/1/12)
BIH Coordinator	Supervises, develops, plans, coordinates and implements events in line with the Scope of Work requirements.
BIH Facilitator	Facilitates the client group sessions. Coordinates classes and educates clients about prenatal and perinatal health.
Family Health Advocate	Assists the Facilitator with class sessions and coordinates care for at-risk clients.
Social Worker	Assists in the case management of at-risk clients, provides mental health support, education and referrals.
Public Health Nurse	Provides assessment and case management for all new clients and coordinates care for high risk clients.
Public Health Nurse Supervisor	Oversees program components, supervises program staff
Accounting Support	Provides fiscal oversight; completes invoices, budgets and other finance related reports to First 5 LA
Contacted Services - Section 2	N/A
Equipment - Section 3	N/A
Printing & Copying - Section 4	Estimated annual cost to copy and produce brochures and education materials.
Space - Section 5	N/A
Phone - Section 6	N/A
Postage - Section 7	N/A
Supplies - Section 8	Program supplies for the office, community outreach, classes, reports and all resource materials utilized by clients.
Employee Mileage/Travel - Section 9	Mileage for staff on behalf of this program is estimated to be 75 miles per month at the IRS rate of \$0.555 per mile.
Training Expenses - Section 10	N/A
Evaluation - Section 11	No evaluation expenses are expected during this budget period.
Other Expenses - Section 12	Transport vouchers for client to get to class, see the doctor, get home, etc is estimated to be \$521 per month.
Indirect Costs - Section 13	10% indirect cost - allowable amount for the program year.

Exhibit C

ALL DOCUMENTS IN REQUIRED
DOCUMENTS LIST

LA3

CONTRACTOR RENEWAL REQUIRED DOCUMENTS

Agency:	City of Long Beach, Department of Health and Human Services	Contract Number:	07500
Initiative/Project:	Black Infant Health Program		

CHECK BOX (if included)	EXHIBIT A	REVIEW	F51A use
<input checked="" type="checkbox"/>	SCOPE OF WORK	<ul style="list-style-type: none"> Agency and contract information is correct Reflects all changes discussed with Commission staff. 	
<input checked="" type="checkbox"/>	EXHIBIT B BUDGET FORMS, including Projected Budget Form and Budget Narrative	<ul style="list-style-type: none"> Agency and contract information is correct Reflects all changes discussed with Commission staff. Budget summary page is included 	

For Deliverables Based Contracts, please provide the following in addition to the Exhibits above.

<input type="checkbox"/>	PAYMENT SCHEDULE		
--------------------------	------------------	--	--

EXHIBIT D - ADDITIONAL REQUIRED DOCUMENTS

CHECK BOX (if included)	REVIEW	MEMORANDUM OF UNDERSTANDING (MOU)		
		<ul style="list-style-type: none"> Required for all collaborative partners and subcontractors listed in the Budget under <u>Contracted Services and Evaluation Sections</u>. Name on MOU should match name on Budget Forms. Amount on MOU to be paid to subcontractor must match amount listed in the Budget Forms. MOU is signed by both parties <p style="text-align: center;"><i>Submit one (1) electronic copy of each MOU (signed & scanned)</i></p>		
		Subcontractor name	Amount	F51A use
<input type="checkbox"/>	1	No Subcontractors		
<input type="checkbox"/>	2			
<input type="checkbox"/>	3			
<input type="checkbox"/>	4			
<input type="checkbox"/>	5			
<input type="checkbox"/>	6			
<input type="checkbox"/>	7			
<input type="checkbox"/>	8			
<input type="checkbox"/>	9			
<input type="checkbox"/>	10			

(Insert additional rows, as needed)

CONTRACTOR RENEWAL REQUIRED DOCUMENTS

EXHIBIT D – INSURANCE REQUIREMENTS (submit electronic copy)

- Commercial General Liability and Comprehensive Auto Liability are required for all contractors.
- An Insurance Waiver Request for the other insurance requirements may be submitted only if there is no risk exposure to the First 5 LA contract. The request must be made in writing on agency letterhead and signed by an authorized signer. Include adequate rationale for each insurance requirement waiver.
- All insurance should reflect coverage for the entire contract period.
- Add Commission on insurance certificate(s) as "Additional Insured" and "Loss Payee as their interest may appear" where applicable below.

CHECK BOX if included	INSURANCE	REVIEW	F51A use
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY or HOMEOWNER INSURANCE (if consultant) Expiration date: _____ Limit: \$1,000,000 per occurrence and \$2,000,000 Aggregate	<ul style="list-style-type: none"> • "Los Angeles County Children & Families First - Proposition 10 Commission, its officers, agents, consultants, and employees" is named as "Additional Insured" 	
<input type="checkbox"/>	WORKER'S COMPENSATION Expiration date: _____ \$1,000,000 – California statutory	<ul style="list-style-type: none"> • Coverage is for the State of California 	
	<input type="checkbox"/> Not Applicable - See Insurance Waiver Request		
<input type="checkbox"/>	PROFESSIONAL LIABILITY Expiration date: _____ Limit: \$1,000,000	<ul style="list-style-type: none"> • Contractors who have a professional liability exposure relating to the work performed for Commission under the terms of this contract are required to provide evidence of Professional Liability coverage. • Commission named as "Additional Insured" 	
	<input type="checkbox"/> Not Applicable - See Insurance Waiver Request		
<input type="checkbox"/>	BUSINESS AUTO LIABILITY Expiration date: _____ Limit: \$1,000,000	<ul style="list-style-type: none"> • "Los Angeles County Children & Families First - Proposition 10 Commission" is named as "Loss Payee, as their interest may appear" 	
	<input type="checkbox"/> Not Applicable - See Insurance Waiver Request		
<input type="checkbox"/>	CRIME COVERAGE Expiration date: _____ Limit: \$25,000 + (for Employee dishonesty, forgery, computer fraud, burglary, etc.)	<ul style="list-style-type: none"> • "Los Angeles County Children & Families First - Proposition 10 Commission" is named as "Loss Payee, as their interest may appear" 	
	<input type="checkbox"/> Not applicable - See Insurance Waiver Request		
<input type="checkbox"/>	PROPERTY Expiration date: _____ Limit: Replacement Cost or Amount	<ul style="list-style-type: none"> • Required in the event the Contract is providing funds for real property or personal property, including equipment and has an ownership interest in that property • "Los Angeles County Children & Families First - Proposition 10 Commission" is named as "Loss Payee, as their interest may appear" 	

CONTRACTOR RENEWAL REQUIRED DOCUMENTS

	<input type="checkbox"/> Not applicable - See Insurance Waiver Request			
CHECK BOX if included	CHECK if not applicable	EXHIBIT D	REVIEW	F5LA use
<input checked="" type="checkbox"/>	<input type="checkbox"/>	SIGNATURE AUTHORIZATION FORM Must submit original via regular mail	<ul style="list-style-type: none"> Form is signed by authorized signatory per agency's bylaws or board resolution 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES - Must submit original via regular mail	<ul style="list-style-type: none"> All questions were answered and explanation provided, if necessary Form is signed by authorized signatory 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CURRENT BOARD OF DIRECTORS ROSTER	<ul style="list-style-type: none"> Reflects board members for current Fiscal Year 	
<input type="checkbox"/>	<input type="checkbox"/>	CHILD CARE CENTER LICENSE (if applicable to funded project)	<ul style="list-style-type: none"> Reflects most current license 	


The following Exhibit D documents may not require resubmission if no changes have been made from the last submission. If changes were made, check the "Changes Made" box and submit the document(s) as part of the contract documents. If no changes were made, please check the "No Changes Made" box. **Remember to sign the Certification below.** Note: The Certification must be signed by an authorized signatory.

Changes Made	No Changes Made	EXHIBIT D	REVIEW	F5LA use
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ARTICLES OF INCORPORATION	<ul style="list-style-type: none"> Reflects most current Articles 	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BYLAWS	<ul style="list-style-type: none"> Reflect the most current Bylaws 	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BOARD RESOLUTION (if applicable) Submit board resolution, if bylaws do not indicate an authorized signatory.	<ul style="list-style-type: none"> Includes Resolution for Signature Authorization 	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	STATE/FEDERAL IDENTIFICATION NUMBER (school districts, public entities, universities, etc.) on letterhead or W-9	<ul style="list-style-type: none"> Number provided is correct 	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRS DETERMINATION LETTER	<ul style="list-style-type: none"> Name on letter matches legal name on contract documents 	

CERTIFICATION: Per our agency's bylaws and/or board resolution (if applicable), I hereby verify that I am an authorized signatory and attest that the above information is correct based on my review of the document(s) marked above.

Name: Paula H. West Title: City Manager
 Signature:  Assistant City Manager Date: 3.14.12

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

3/2 12
 of 3

CITY OF LONG BEACH
CERTIFICATE OF SELF-INSURANCE



With respect to:

(Agreement Title/Program and subject/location) Contract Number 07500 between the City of Long Beach and the Los Angeles County Children and Families First - Proposition 10 Commission

City of Long Beach Program Coordinator Pamela Shaw, Nursing Services Officer, Health Phone (562) 570-4208

Between the City of Long Beach and

Certificate Holder: Los Angeles County Children Families First - Proposition 10 Commission, First 5 LA,
(Name and Location) 750 N. Alameda St., Ste. 300, Los Angeles, CA 90012

Contact Person Erika Estrada, Sr. Contracts Compliance Officer Phone (213) 482-7570

Type of Coverage: Commercial general liability equivalent in scope to CG 00 01 10 93 in an amount of \$1,000,000 per occurrence & \$2,000,000 general aggregate; commercial automobile liability equivalent in scope to CA 00 01 06 92 in an amount of \$1,000,000 per accident covering all owned, nonowned, & hired autos; statutory workers' compensation & \$1,000,000 employer's liability per accident; Claims-made professional liability with limits of \$1,000,000 per claim and \$ 3,000,000 aggregate covering City professionals only with a 2-year extended reporting period; Form () Crime with \$25,000 limits naming the additional covered interest a loss payee as its interests may appear.

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner pursuant to terms of said Agreement or Program.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

Additional Interest: County of Los Angeles, its Special Districts, its officials, officers, and employees are additional covered interests with respect to activities of the City under the Agreement or Program per the attached endorsement.

For further information or in the event of a claim, contact:

Certified by:

City of Long Beach
Attn: Risk Management
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
(562) 570-6754
(562) 570-5375 (fax)

Michael Alfio
Michael Alfio
Risk Manager

Coverage period: July 1, 2012 to June 30, 2013

Certificate no. 2012-014C

Date issued: March 15, 2012

CITY OF LONG BEACH
ADDITIONAL COVERED INTEREST ENDORSEMENT
TO CERTIFICATE NO. 2012-014C



Additional Covered Interest:

County of Los Angeles, its Special Districts, its officials, officers, and employees

With Respect to (Agreement or Program):

Contract Number 07500 between the City of Long Beach and the Los Angeles
County Children Families First—Proposition 10 Commission

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described Agreement or Program, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

Michael Alio
Risk Manager

Coverage Period*: 7/1/12 to 6/30/13

**unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2012-014E

Date issued: March 15, 2012



Champions For Our Children

Form 1 of 1

CONTRACTOR SIGNATURE AUTHORIZATION FORM

Agency Name:	City of Long Beach	Contract Number:	07500
Project Name:	Black Infant Health Program	Contract Period:	07/01/2012 - 06/30/2013

COMPLETE PART 1 AND PART 2 IN **BLACK INK**. ATTACH BOARD RESOLUTION, IF APPLICABLE, TO VERIFY SIGNATURE AUTHORIZATION.

PART 1 CERTIFICATION: PER THE AGENCY'S BYLAWS AND THE ATTACHED BOARD RESOLUTION (IF APPLICABLE), I/WE HEREBY VERIFY THAT I AM AN AUTHORIZED AGENCY SIGNATORY/WE ARE AUTHORIZED AGENCY SIGNATORIES FOR THE AFOREMENTIONED AGENCY AND AS SUCH CAN SIGN AND/OR DELEGATE AUTHORIZATION TO SIGN AND BIND THE AGENCY AS IT RELATES TO THE ABOVE-REFERENCED PROGRAM TO THE DELEGATED AUTHORIZED SIGNATORY/SIGNATORIES LISTED ON THIS FORM.

SIGNATURE AUTHORIZATION IS PROVIDED TO AGENCY AUTHORIZED SIGNATORY BELOW:

PER SECTION (INCLUDE SECTION NUMBER) 2 SECTION # OF THE AGENCY'S BYLAWS

PER THE BOARD'S RESOLUTION (COPY ATTACHED)

CONTRACT/AMENDMENTS WILL REQUIRE: ONE SIGNATURE PER BYLAWS OR TWO SIGNATURES PER BYLAWS OR AS A CORPORATION**

AGENCY AUTHORIZED SIGNATORY

Print Name: Patrick H. West Title: City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

Signature: Assistant City Manager Date: 3.14.12 3/2 12

**AGENCY AUTHORIZED SIGNATORY:

Print Name: Title:

Signature: Date:

**If Agency is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

PART 2. DELEGATED AUTHORIZED SIGNATORIES

AUTHORIZED SIGNATORY

Print Name: Pamela Shaw Title: Nursing Services Officer

Signature: Date: 2/29/12

INVOICES REPORTS CONTRACT CONTRACT AMENDMENTS BUDGET & BUDGET AMENDMENTS

AUTHORIZED SIGNATORY

Print Name: Teresa Nikoletich Title: MCAH Director

Signature: Date: 2.29.2012

INVOICES REPORTS CONTRACT CONTRACT AMENDMENTS BUDGET & BUDGET AMENDMENTS

AUTHORIZED SIGNATORY

Print Name: Dale Worsham Title: Financial Services Officer

Signature: Date: 2-29-12

INVOICES REPORTS CONTRACT CONTRACT AMENDMENTS BUDGET & BUDGET AMENDMENTS

AUTHORIZED SIGNATORY

Print Name: JoAnn Smith Title: Administrative Intern

Signature: Date: 3-1-12

INVOICES REPORTS CONTRACT CONTRACT AMENDMENTS BUDGET & BUDGET AMENDMENTS

AGENCY USE ONLY: This form is to be used by the contractor to verify that the signatory is an authorized signatory of the agency. It is not to be used by the contractor to verify that the signatory is an authorized signatory of the contractor. The contractor is responsible for verifying that the signatory is an authorized signatory of the agency. The contractor is not responsible for verifying that the signatory is an authorized signatory of the contractor.

Contract Number: 07500

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Agency Name: City of Long Beach, Department of Health and Human Services

Project Title: Black Infant Health Program

Check YES or NO in response to the following questions. If a YES answer is checked, please full explain the circumstances and include discussion of the potential impact on the program, if funded. As part of the contract process the COMMISSION, at its own discretion, may implement procedures to validate the responses included below. The COMMISSION reserves the right to reject all or part of the Contract Agreement if false or incorrect information is submitted by the CONTRACTOR.

- 1. Is the organization currently, or within the past two (2) years, involved in litigation? [X] Yes [] No
2. Is the Executive Director or Board of Directors currently, or within the past two (2) years, involved in litigation related to the administration and operation of a program or organization? [] Yes [X] No
3. Are any key staff members unable to be bonded? [] Yes [X] No
4. Have there been unfavorable rulings by a funding source against the agency for improper management or contract compliance deficiencies? [] Yes [X] No
5. Has the agency or agency director ever had public or foundation funds withheld? [] Yes [X] No
6. Has the agency ever had its non-profit status suspended, revoked or withheld? [] Yes [X] No
7. Has the agency or Executive Director or Board of Directors refused to participate in any fiscal audit requested by a government agency or funding source? [] Yes [X] No

Explanation (use additional pages if necessary):

The City of Long Beach is a municipal corporation, and as a result is involved in hundreds of lawsuits. The Long Beach Department of Health and Human Services, as a separate entity, is not involved in any way.

Signature: [Handwritten Signature] Assistant City Manager (Must be signed by an Authorized Signatory)

Date: 3.14.12 3/2 [Handwritten Signature]

CITY OF LONG BEACH
**Department of Health
& Human Services**

2525 Grand Avenue, Long Beach, CA 90815
Phone: (562) 570-4000 Fax: (562) 570-4049

City of Long Beach website

www.longbeach.gov

Health Department website

www.longbeach.gov/health

Health Department Key Staff

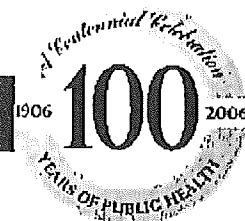
Ronald R. Arias, Director

Mauro Torno, MD	Interim City Health Officer
Susan Price	Community Health Bureau
Nelson Kerr	Environmental Health Bureau
Darnisa Tyler	Housing Authority Bureau
Teresa Ayala-Castillo	Interim Preventive Health Bureau
Michael Johnson	Support Services Bureau

Board of Health and Human Services

Mel Marks, MD, Chair	Sewnet Mamo, DrPH, Member
Greg Perrault, DVM, Vice Chair	Jud Schoendorf, MD, Member
John Andrews, Member	Renee Simon, Member
William Barnes, Member	William Stuart, RPh, Member
Mark Davis, DDS, Member	Sabira Tejani, MD, Member
Laura Foster, RN, Member	Renee Twigg, RN, Member
Annette Kashiwabara, RN, Member	

PUBLIC HEALTH IS A WAY OF LIFE



Board of Health Human Services

Boardmembers

<i>First</i>	<i>Last</i>	<i>Position</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Affiliation</i>	<i>Dist</i>
William	Barnes	Member	Long Beach	CA	90815	At Large	4
Mark	Davis	Member	Long Beach	CA	90813	Dentist	6
Laura	Foster	Member	Long Beach	CA	90815	LBUSD	4
Sewnet	Mamo	Member	Long Beach	CA	90815	At Large	9
Mel	Marks	Chair	Long Beach	CA	90803	Physician	3
Greg	Perrault	Vice Chair	Long Beach	CA	90814	Veterinarian	2
Renee	Simon	Member	Long Beach	CA	90815	At Large	3
William	Stuart	Member	Long Beach	CA	90807	Pharmacist	8
Sabira	Tejani	Member	Long Beach	CA	90815	Physician	3
Renee	Twigg	Member	Long Beach	CA	90803	RN	3
John	Andrews	Member	Long Beach	CA	90815	At Large	5
Annette	Kashiwabara	Member	Long Beach	CA	90815	At Large	4
Vacant						At Large	
Vacant						At Large	

Termed out but serving until a replacement has been determined.

*Note: (Currently a total of 4 vacancies)

Exhibit D, E, & F

NOT REQUIRED AT THIS TIME

Exhibit G

COMPLIANCE GUIDELINES

COMPLIANCE GUIDELINES



Champions For Our Children

Los Angeles County Children and Families First – Proposition 10 Commission

COMPLIANCE GUIDELINES

The goal of the Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) is to assist its Contractors, Strategic Partners, and Grantees hereafter referred to as “Contractors”, in successfully achieving and sustaining identified outcomes for children, families, and communities in Los Angeles County. As a steward of public funds, First 5 LA is also responsible for ensuring that Contractors are in compliance with applicable regulations, policies, and contractual requirements. Contractors must adhere to requirements listed in the Grant Agreements and Contracts (hereafter referred to as “Contracts”).

Compliance is defined as the ability of a Contractor to operate a program/project in accordance with all provisions of the Contract including the timely submission of all exhibits

The purpose of the Compliance Guidelines is to assist First 5 LA in proactively identifying issues that may impede or delay the progress of a program, project, or other deliverables. Depending on the nature of issue, First 5 LA may require verbal or written communication from the contractor for clarity or a corrective action plan to address the concern. These issue(s) will be communicated to the Contractor and addressed by both First 5 LA staff and the Contractor in a constructive and collaborative manner. Both the Commission and the Contractor have a responsibility to follow through in a timely manner to address problematic issues before they warrant further action such as, but not limited to, suspension or termination of funding.

METHODS USED TO ASSESS PERFORMANCE

First 5 LA staff may use any of the following methods discussed below to monitor a Contractor’s performance.

TIMELY RECEIPT AND REVIEW OF DELIVERABLES:

Contractors are expected to submit required documents as requested by First 5 LA in a timely manner. The Contractor must provide revised or updated documents as needed throughout the course of the contract period, some of which require Commission approval.

Scopes of Work for Contractors often list the submission of products, deliverables or the provision of services within a specific timeframe. First 5 LA staff will determine the degree to which a Contractor has achieved the activities detailed in their Scope of Work or Exhibit A, and review the quality or quantity of work products or services to be provided.

MEETINGS AND CONFERENCE CALLS

Meetings and conference calls are often conducted to update First 5 LA staff on a Contractor’s progress or to discuss a particular issue, product or evaluation results. Some meetings may require your presence at the First 5 LA offices.

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COMPLIANCE GUIDELINES

SITE VISITS:

Site visits can be helpful in assessing if the project or program has been implemented in accordance with the Contract and its incorporated exhibits (e.g., Statement of Work, Scope of Work). During the site visits, staff may: 1) review and discuss implementation of program/project activities; 2) interview program staff and participants; 3) review supporting documentation regarding program/project functions (e.g., data collection methods, and documentation of program activities); 4) review financial documents related to the contract, and 5) review applicable supporting documents to ensure compliance with local state and federal laws pertinent to the program/project (e.g., HIPAA compliance, IRB Compliance and Human Subjects Compliance etc.).

DOCUMENT REVIEW:

Document review is utilized by First 5 LA staff to analyze a Contractor's performance and compliance with First 5 LA requirements. All contract documents are subject to review.

- **Progress Reports:** Contractors are required to submit progress reports. Reporting timeframes will vary. Reports may be required monthly, quarterly or on a semi-annual basis, as directed by First 5 LA. Progress reports summarize the progress of program or project implementation and other deliverables. Additionally, reports should describe how measurable goals and objectives have been accomplished during the program/project year in accordance with the Scope of Work agreed to in the Contract.
- **Invoices:** Invoices are due according to the Payments Terms in the Contract.
- **Memorandum/s of Understanding (MOU):** MOUs are required for all collaborative partners and subcontractors receiving funding for the project associated with the Contract.
- **Insurances:** Contractors are required to provide and maintain insurance at their own expense during the entire contract term. The insurance coverage must meet First 5 LA's minimum coverage standards as required by the contract.

ADDITIONAL REQUIRED DOCUMENTS:

In order to maintain a Contract, Contractors are required to submit the following required documents to First 5 LA:

- Agency Involvement in Litigation and/or Contract Compliance Difficulties (signed by authorized signatory)
- Child Care Center License (if applicable)
- By Laws (if applicable)
- Articles of Incorporation (if applicable)
- List of Current Board of Directors (if applicable)
- Signature Authorization Form
- IRS Account Determination Letter (submitted by all charitable non-profit organizations) or State/Federal Identification Number (submitted by schools districts, public entities, universities, etc.)

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COMPLIANCE GUIDELINES

- Independent Agency-wide Financial Audit for the prior year with the report of independent auditors, including single source audits (if applicable)
- W-9
- Business License (if applicable)

LEVELS OF NON-COMPLIANCE

Non-compliance is defined as: 1) failure of a Contractor to comply with the terms of their Contract; 2) failure to effectively implement and manage the First 5 LA-funded program/project or failure to submit a deliverable as described in the Scope of Work; and/or 3) failure to comply with First 5 LA policies and procedures.

The following two-level criteria has been developed to provide a uniform approach to monitoring Contractors for regulatory compliance, tracking deliverables and program/project performance. These criteria are not intended to be an all-inclusive guide. First 5 LA staff has the responsibility for placement and removal of Contractors within Level 1: Area of Concern or Level 2: Contingency Status.

First 5 LA has identified circumstances that define *Level 1: Area of Concern* and *Level 2: Contingency Status* as conditions that may warrant First 5 LA to impose sanctions if a Contractor fails to follow corrective actions within a specified timeline.

LEVEL 1: AREA OF CONCERN STATUS

The conditions listed below are early warnings that help First 5 LA staff to identify potential issues which may affect the Contractor's ability to render effective services or meet requirements for deliverables. These conditions may indicate the need for technical assistance or may warrant the development of a Corrective Action Plan. Contractors may be placed on a *Level 1: Area of Concern* as a result of, but not limited to, any of the following conditions:

- Making programmatic, deliverable, or fiscal modifications to the approved budget and/or Scope of Work (e.g., eliminating significant components of the funded program/project/deliverable, adding or eliminating key staff positions that are critical to the program/project) without submitting proper documentation and without prior written approval from First 5 LA staff
- Failure to comply with First 5 LA's fiscal requirements as stated in the Contract (e.g., substandard/inadequate accounting procedures)
- Failure to submit required documents (e.g., reports, invoices, insurance certificates, etc.) in a timely manner (30 days after the due date)
- Expenditure of First 5 LA funds to supplant funds from other sources
- Failure to demonstrate progress toward program/project objectives or deliverables without justification (e.g., not meeting deadlines or not submitting deliverables on time, not notifying First 5 LA of delays)
- Delay in implementing the funded program/project or submitting a deliverable beyond 30 days, where contractor fails to communicate with the First 5 LA staff

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COMPLIANCE GUIDELINES

- Delay in initiation/completion of renovation and/or capital improvement resulting in a postponement in implementing program services
- Delay in the implementation of key evaluation activities/components (e.g., hiring an evaluator and collection and submission of participant and outcome data, etc.)
- Non-disclosure of information and/or situations (e.g., structural, financial, etc.) which may impact the program/project/deliverable
- Evidence of conflict of interest which may jeopardize the implementation and/or the funding of the program/project/deliverable

A Contractor's refusal to comply with *Level 1: Area of Concern* corrective action(s) may lead to placement on *Level 2: Contingency* and subsequently, impact current and future funding considerations with First 5 LA.

First 5 LA reserves the right to designate any of the conditions described above as Level 2 depending on the severity and/or the frequency of the situation.

LEVEL 2: CONTINGENCY STATUS

A Contractor may be placed on *Level 2: Contingency* if First 5 LA determines that the Contractor has failed to correct unresolved issues from *Level 1: Area of Concern*. It is important to note that some situations may warrant a Contractor being placed on *Level 2: Contingency* without first being placed on *Level 1: Area of Concern*. Conditions that may result in placement of a Contractor on *Contingency* include, but are not limited to, the following:

- Failure to comply with Corrective Actions Plan from *Level 1: Area of Concern*
- Placement on *Level 1: Area of Concern* more than twice within the year
- Continued failure to submit required documents (e.g., progress reports, invoices, etc.) in a timely manner
- Making changes to the approved Scope of Work or budget (e.g., eliminating critical components of the funded program/project/deliverable) without justification and written approval from First 5 LA
- Non-compliance with First 5 LA's accounting practices and standards
- Continued delay in implementing the First 5 LA-funded program/project or submitting a deliverable (beyond 60 days)
- Continued failure to demonstrate progress toward program/project objectives or deliverables (e.g., not meeting deadlines or not serving the projected number of clients)
- Personnel issues, including delay in hiring staff, staff turnover and/or vacancies that affect program/project implementation
- Delay in renovation and/or capital improvement resulting in a postponement in implementing the funded program/project
- Delay in implementing critical evaluation activities (e.g., hiring an evaluator, collection and submission of participant and outcome data, etc.)
- Non-disclosure of situations (structural or otherwise) which may impact the program/project/deliverable
- Non-compliance with applicable local, state, and federal laws and regulations

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- The integrity, reliability and credibility of the Contractor's representations, materials, or deliverables developed with First 5 LA funds is called into question
- Fabrication and/or falsification of documents
- Fraud, misuse and/or mismanagement of funds, including supplanting

First 5 LA staff may require Contractors to prepare a Corrective Action Plan that addresses issues that do not comply with the provisions of First 5 LA's Contract and program/project/deliverable requirements.

PROCEDURES

During the operation of the program/project, an issue may arise that requires further action. Depending on the severity of the issue, First 5 LA staff will provide the Contractor with an informal notice or formal written report regarding the identified issue(s). The Contractor may simply address the issue(s) identified or may be required to develop a formal Corrective Action Plan in partnership with First 5 LA staff. First 5 LA staff and the Contractor will discuss the specific issues and possible corrective measures. First 5 LA staff may track progress using a variety of methods, including reports, meetings, or site visits as needed.

Technical assistance can be provided when appropriate for Grantees, but a written "Corrective Action Plan" may be required when the deficiency/issue reaches a level of non-compliance. A Corrective Action Plan provides specific actions to be taken to correct the problem and includes a specific time frame for each corrective action. Sanctions may also be imposed if the Contractor continues to be out of compliance with their Contract.

If Contractor continues to be out of compliance, the Senior Program Officer, Department Director, Division Chief, and/or the Chief Executive Officer may take action with a letter requesting a meeting with the agency and First 5 LA staff. This meeting may address one or more of the following:

- Unresolved issues
- Development of a Corrective Action Plan
- Request for additional information
- Possible sanctions

SANCTIONS

First 5 LA has the authority to impose sanctions for a Contractor's failure to meet conditions specified in the Contract or Level 1 and/or 2 of this document. Sanctions can include, but are not limited to, the following:

- Withholding of payment and/or prohibiting Contractor from incurring additional expenses until corrective actions are taken
- Disallowing or reducing allowed expenses for activities that are not in alignment with the Contract
- Non-renewal of the Contract

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- Suspension or termination of Contract
- Debarment from future funding by First 5 LA for a specified period of time starting from the effective date of termination
- Recovery of funds

These sanctions may influence future funding consideration. First 5 LA has the authority to defund, refuse to re-fund a Contractor and/or decrease a grant/contract award for failure to perform or meet compliance requirements. First 5 LA also has the right to terminate or suspend a Contractor, *without an opportunity for corrective actions*, for actions and behavior by a Contractor that put at risk the integrity of the program/project, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, health code violations or any other significant legal or regulatory violation.