



CONTRACT

35575

**CITY OF LONG BEACH, DEPARTMENT OF
HEALTH AND HUMAN SERVICES**

Contract No. 10082

ORIGINAL

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A PUBLIC ENTITY

Los Angeles, CA 90012 Phone: 213.482.5902 Fax: 213.482.5903

First5LA.org

CONTRACT

This Contract is dated July 01, 2019 ("effective date"), and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA), whose address is 750 North Alameda Street, Suite 300, Los Angeles, California 90012 ("COMMISSION") and CITY OF LONG BEACH, DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CONTRACTOR"), collectively referred to as the "Parties".

RECITALS

A. COMMISSION Objectives:

1. Vision. Throughout Los Angeles' diverse communities, all children are born healthy and raised in a safe, loving and nurturing environment so that they grow up healthy in mind, body and spirit, and are eager to learn with opportunities to reach their full potential.
2. Mission. COMMISSION in partnership with others, strengthens families, communities, and systems of services and supports so that all children in L.A. County enter kindergarten ready to succeed in school and life.
3. Values. Our values act as guiding principles for how we do our work, the culture we aim to promote and a benchmark to measure behaviors and performance.

a. Overarching Organizational Value.

Collaboration: We believe joint effort toward common goals achieves trust and produces greater impact for L.A. County's youngest children and their families.

b. Six Core Values

1. Integrity: We believe fidelity to our values builds credibility, trust, fairness and consistency.
2. Respect: We believe in honoring and nurturing every individual and community.
3. Accountability: We believe results matter and that a focus on transparency and excellence yields improved outcomes, work quality and stewardship of resources.

4. Partnership: We believe that by working with others who share our aspirations for young children, we can maximize every child's readiness for kindergarten and success in life.
 5. Shared Leadership: We believe that together we can ensure that every child enters kindergarten ready to succeed in school and life.
 6. Learning: We believe learning never ends, so we are committed to critical thinking and continuous innovation.
4. Investment Guidelines. COMMISSION's investment guidelines are that COMMISSION will:
- a. Focus on prevention.
 - b. Focus on systems and policy change.
 - c. Seek to have a broad impact, affecting large numbers of people.
 - d. Prioritize investments that strengthen families and, whenever possible, improve community capacity.
 - e. Prioritize the identification and scaling up of evidence--based practices.
 - f. Engage partners at the earliest possible stage of activity and/or investment.

The Parties agree as follows:

CONTRACTOR shall perform the services as more particularly described in the , attached as **Exhibit A**. If required under the , CONTRACTOR shall deliver to COMMISSION all reports within the timeframes set forth in **Exhibit A**. Any report prepared by CONTRACTOR, as required under **Exhibit A** under this Contract, is incorporated into this Contract as **Exhibit D** upon receipt by COMMISSION from CONTRACTOR. COMMISSION may amend the throughout the term of this Contract.

II. PERSONNEL

CONTRACTOR has, or will secure at its own expense, all personnel required to perform the services required under this Contract. All of the services required under this Contract shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform the services. CONTRACTOR's services performed pursuant to this Contract shall

be directed by **CITY OF LONG BEACH, DEPARTMENT OF HEALTH AND HUMAN SERVICES**. CONTRACTOR shall not assign or change personnel performing services under this Contract without the prior written approval of the COMMISSION staff designated to this Contract ("designated COMMISSION staff"), which approval may be withheld in his or her sole and absolute discretion. CONTRACTOR shall submit requests for approval of or changes to personnel to the designated COMMISSION staff prior to such person's performance of services under this Contract.

III. TIME OF PERFORMANCE

CONTRACTOR shall commence the services required under this Contract on the effective date of this Contract, as set forth in the introductory clause. CONTRACTOR shall perform the services and provide deliverables, if applicable, within the timelines indicated in **Exhibit A**.

IV. TERM OF CONTRACT

The term of this Contract shall be from the effective date, as set forth in the introductory clause, through **June 30, 2020** ("expiration date"), unless sooner terminated pursuant to this Contract. COMMISSION may revise the term of this Contract prior to final execution of this Contract by all Parties.

V. COMPENSATION AND METHOD OF PAYMENT

- A. Compensation. As full compensation for CONTRACTOR's services provided under this Contract, COMMISSION shall pay CONTRACTOR a total fee not-to-exceed **SEVENTY SEVEN THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS AND NO CENTS (\$77,981)**, in accordance with the Budget Forms, attached as **Exhibit B**, and in accordance with the payment terms set forth in Paragraph C of this Section V. The total fee includes payment of all taxes and insurance, as well as indirect costs, overhead, materials and supplies. CONTRACTOR's indirect costs shall be limited to ten percent (10%) of CONTRACTOR's total contracted amount, excluding costs related to subcontracts, capital expenditures, equipment and depreciation. Indirect costs exceeding the ten percent (10%) are CONTRACTOR's sole responsibility. COMMISSION shall not withhold federal or state payroll and other taxes, or other deductions from payments made to CONTRACTOR.
- B. Additional Services. COMMISSION shall not allow any claims for additional services performed by CONTRACTOR unless the additional services are authorized by COMMISSION in writing prior to the performance of the additional services or the incurrence of additional

expenses. Any additional services authorized by COMMISSION shall be compensated at a rate mutually agreed to by the Parties.

- C. Method of Payment. Not later than the last business day of the month following the close of each quarterly invoice period, CONTRACTOR shall submit to COMMISSION invoices for services performed and expenses incurred and paid by CONTRACTOR pursuant to this Contract utilizing an invoice form provided to CONTRACTOR by COMMISSION. All properly completed invoices submitted by CONTRACTOR are collectively incorporated into this Contract as **Exhibit C** upon COMMISSION's receipt of each invoice. CONTRACTOR shall address invoices to the COMMISSION staff per the instructions provided on the invoice form provided to CONTRACTOR from COMMISSION. The invoice forms shall describe in detail the services performed, deliverables provided, if applicable, and actual expenses incurred and paid by CONTRACTOR during the prior invoice period. The invoice periods are as follows: (i) First quarter – July 1 to September 30; (ii) Second quarter – October 1 to December 31; (iii) Third quarter – January 1 to March 31; and (iv) Fourth quarter – April 1 to June 30. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall describe and explain the error in CONTRACTOR's subsequent invoice submitted to COMMISSION. COMMISSION shall review the invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts. COMMISSION shall pay CONTRACTOR all undisputed invoice amounts within thirty (30) calendar days of COMMISSION's receipt of a timely submitted invoice. COMMISSION shall make checks payable to CONTRACTOR as listed in Section XXVI or at CONTRACTOR's election, COMMISSION shall make payments through automated clearing house (ACH) in which funds are electronically deposited to the CONTRACTOR's bank account as specified in an authorization form. If CONTRACTOR fails to timely submit a properly completed invoice on or before the last business day of the month following the close of a quarterly invoice period in accordance with this Paragraph C, COMMISSION shall process the late invoice in the subsequent month from COMMISSION's date of receipt. COMMISSION shall not be liable for payment of invoice amounts on any invoice received by the COMMISSION more than ninety (90) calendar days following the invoice due date. Provided that CONTRACTOR is in full compliance with all provisions of this Contract and is not in material breach of this Contract, COMMISSION shall make final payment in accordance with the provisions of this Section V and upon CONTRACTOR's satisfactory performance of all services. In the event COMMISSION reasonably believes COMMISSION has overpaid CONTRACTOR, COMMISSION may seek a financial accounting from CONTRACTOR and avail itself of all legal remedies to seek compliance

and the repayment of any amounts overpaid. CONTRACTOR's submission of fraudulent invoices shall constitute a material breach of this Contract.

VI. EXPENDITURES BY CONTRACTOR

A. Budget Modifications.

1. Informal Budget Modifications. CONTRACTOR may only make two (2) informal modifications to the budget, as set forth in **Exhibit B**, during the term of this Contract at any time. Notwithstanding Section XXVIII of this Contract, CONTRACTOR may:
 - a. Modify an originating cost category with a total of Five Thousand Dollars (\$5,000) or less and incur expenses pursuant to an informal budget modification, provided that CONTRACTOR submits a memorandum to COMMISSION with the Quarterly invoice required under Paragraph C of Section V of this Contract that explains the informal modification; or
 - b. Modify an originating cost category with a total that is greater than Five Thousand Dollars (\$5,000) and incur expenses that are less than or equal to ten percent (10%) of the amount of the total originating cost category pursuant to an informal budget modification, provided that CONTRACTOR submits a memorandum to COMMISSION with the Quarterly invoice required under Paragraph C of Section V of this Contract that explains the informal modification.
2. Formal Budget Modification.
 - a. Notwithstanding Section XXVIII of this Contract, prior to incurring any costs, CONTRACTOR shall obtain COMMISSION's prior written approval, pursuant to a formal budget modification.
 - b. A formal budget modification is 1) any modification to an originating cost category with a total of more than Five Thousand Dollars (\$5,000), in which the modification will exceed ten percent (10%) of the total originating cost category; or 2) any modification to a cost category for which no dollar amount is budgeted.
 - c. CONTRACTOR shall address and send a request for a formal budget modification to the designated COMMISSION

staff, with the appropriate "Formal Budget Modification Summary" forms on or before the first (1st) of the month prior to the month in which the actual expenses will be incurred. CONTRACTOR shall not be permitted a formal budget modification during the first two (2) months or the last two (2) months of the term of this Contract, unless authorized by COMMISSION staff.

- d. CONTRACTOR is only permitted two (2) approved formal budget modifications during the term of this Contract. COMMISSION's approval of a formal budget modification shall be contingent on CONTRACTOR's timely submission of documentation required by COMMISSION.
- B. CONTRACTOR shall restrict its use of payments made by COMMISSION to CONTRACTOR under Section V of this Contract to CONTRACTOR's performance of the services described in **Exhibit A**. CONTRACTOR shall only use the payments to supplement existing levels of service and not to fund existing levels of service. In no event shall CONTRACTOR or its officials, officers, directors, employees, agents, subcontractors or assignees supplant state, county, local or other governmental general fund money with COMMISSION payments for any purpose. No COMMISSION funds shall be granted or used for any previously existing project or program funded by state or local general funds unless the existing funding has formally been terminated or the CONTRACTOR demonstrates to the COMMISSION that COMMISSION funds will be used to supplement an existing project or program, and not to supplant existing funding.
 - C. If applicable, any activities under the Capital Improvement/Renovation cost category must be completed within the first year of this project. CONTRACTOR shall submit all adjustments to the designated COMMISSION staff for approval. ~~It shall be CONTRACTOR's sole responsibility 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.~~
 - D. If applicable, any purchases under the Equipment cost category must be completed within the first year of this project. Any exceptions to the requirements of this Paragraph D shall require prior notification by CONTRACTOR to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.
 - E. If applicable, any expenses under the Space and Telephone cost category shall be calculated based on a reasonable allocation methodology.

VII. RESTRICTED ACTIVITIES

- A. Funds appropriated by COMMISSION for the purpose of this Contract may not be used for the lobbying of any policymaker, local, state or federal legislative organization. While education regarding a policy issue is an eligible activity, funding may not support lobbying for specific policies or legislation.
- B. Funds appropriated by COMMISSION for the purpose of this Contract may not be used to influence voters to support or oppose any candidate, specific legislation, or ballot measure.

VIII. EXHIBITS

The following exhibits constitute a part of this Contract and are incorporated into this Contract by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET FORMS
- Exhibit E COMPLIANCE GUIDELINES
- Exhibit F DATA USE APPROVAL FORM
- Exhibit G STYLE GUIDE
(Please see <https://www.first5la.org/article/branding>)

The following exhibits constitute a part of this Contract and are incorporated into this Contract upon receipt by COMMISSION from CONTRACTOR:

- Exhibit C INVOICE(S)
- Exhibit D REPORTS

If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, the provisions of this Contract shall control.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall at all times remain as to COMMISSION, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of COMMISSION. Neither COMMISSION nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Contract. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officials, officers, directors, agents or employees are in any manner

employees of COMMISSION. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Contract, and to indemnify and hold COMMISSION harmless from any and all taxes, assessments, penalties, and interest asserted against COMMISSION by reason of the independent contractor relationship created by this Contract. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold COMMISSION harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to CONTRACTOR under this Contract any amount due to COMMISSION from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Section IX.

X. COLLECTION AND EVALUATION OF DATA AND INFORMATION

A. If CONTRACTOR's performance of services under this Contract includes, at COMMISSION's direction, gathering data and information, evaluating the data and information, or reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process, then the following limitations shall apply to CONTRACTOR's use of the data and information in addition to any other conditions and limitations imposed by this Contract:

1. **Data and Information Ownership.** The data and information collected by CONTRACTOR, in whatever form, shall be the joint property of the Parties. To facilitate this joint ownership, CONTRACTOR shall provide data to COMMISSION at time intervals determined by the Parties to be appropriate for CONTRACTOR's performance of services under this Contract. COMMISSION may use research findings and results generated from the data and information for planning purposes prior to ~~CONTRACTOR's publication of the findings and results.~~ Neither COMMISSION nor CONTRACTOR shall disseminate the data and information beyond its internal staff without the other Party's consent. Within thirty (30) calendar days of the expiration or termination of this Contract, CONTRACTOR shall deliver a copy of all collected data and information to the designated COMMISSION staff in hard copy, and electronic format, or in such other format as requested by the designated COMMISSION staff.
2. **Dissemination of Data and Information.** The Parties shall determine the timing, format and manner of the dissemination of the data and information and any report of CONTRACTOR's results, conclusions or recommendations. Parties shall request consent to disseminate the data and information in advance of the dissemination by

submitting the Data Use Approval Form, attached as **Exhibit F**, unless otherwise agreed upon by the parties. COMMISSION shall attribute the collection and evaluation of the data and information to CONTRACTOR upon dissemination. The Parties may enter into a royalty, licensing or reimbursement agreement, as appropriate, for either Party's use of the data and information. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge COMMISSION's participation and funding pursuant to Section XXII and shall provide COMMISSION with two (2) copies of the published material.

3. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of the data and information.
4. To the extent permitted by state and federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which was enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L. 111-5), CONTRACTOR shall provide COMMISSION with all collected raw data and information, including individual identifiers, and, upon COMMISSION's request, permit COMMISSION to review collected raw data and information at CONTRACTOR's address specified in Section XXVI of this Contract.
5. CONTRACTOR shall comply with all applicable state and federal laws governing the gathering, use and protection of personal data and information, including the Family Educational Rights and Privacy Act (FERPA), the HIPAA Administrative Simplification Regulations and the HITECH Act. Any health care provider, health plan or health care clearinghouse that transmits health information in an electronic manner is considered a Covered Entity under HIPAA. If CONTRACTOR is legally considered a Covered Entity and/or if CONTRACTOR conducts business with Covered Entities, CONTRACTOR shall comply with HIPAA, the HIPAA Administrative Simplification Regulations and the HITECH Act.
6. CONTRACTOR shall immediately notify COMMISSION upon discovery of any breach of confidential data and information and of CONTRACTOR's participation in legal or non-legal actions to remedy such breaches. A breach of confidential data and information shall constitute a material breach of this Contract. If CONTRACTOR is a "covered entity" or "business associate," as the

terms are defined under HIPAA, CONTRACTOR shall comply with the requirements of HIPAA and the HIPAA Rules in protecting the privacy and security of health information and providing individuals with certain rights with respect to their health information, and shall comply with the Evaluation and Investigation of Alleged Noncompliance with Client Confidentiality Process set forth in **Exhibit E**.

7. If applicable, CONTRACTOR shall gather data and information in compliance with the requirements of HIPAA and Institutional Review Boards ("IRBs"), including obtaining informed consents. CONTRACTOR's shall disclose in all informed consent forms used in the performance of this Contract that CONTRACTOR, to the extent permitted by state and federal law, will share data and information gathered pursuant to this Contract with COMMISSION.

XI. PROPRIETARY RIGHTS

COMMISSION and CONTRACTOR agree that any copyright in literary, artistic and intellectual works, including software, materials, published documents or reports created by CONTRACTOR in the performance of this Contract is jointly owned by the Parties. CONTRACTOR represents and warrants that literary, artistic and intellectual works created by CONTRACTOR in the performance of this Contract do not and will not infringe any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party. To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless Indemnitees, as defined in Section XXVII, from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith, whether actual, alleged or threatened, arising out of, pertaining to, or relating to the literary, artistic and intellectual works' infringement of any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party. Any licensing or transfer of the copyright of such works shall not be effective without the mutual consent of the Parties.

XII. FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS

- A. CONTRACTOR shall indicate prominently in every press release, public statement, electronic media, project signage or printed materials, including, brochures, newsletters, and reports, related to the programs and services conducted by CONTRACTOR pursuant to this Contract that the programs and services are funded by COMMISSION. CONTRACTOR shall ensure that the COMMISSION funding attribution in promotional materials, activities and publications developed in support of the program and services conducted by CONTRACTOR pursuant to

this Contract conform to the formatting requirements outlined in **Exhibit G** (COMMISSION's Style Guide) including the appropriate display of COMMISSION's logo and a funding attribution statement. In all documents to be created and distributed by CONTRACTOR pursuant to this Contract, CONTRACTOR shall include, in a prominent location that conforms to **Exhibit G**, the COMMISSION's logo and the statement "Funded in part by First 5 LA, a leading public grantmaking and child advocacy organization" and shall provide COMMISSION staff with material for review and approval prior to finalizing the print publication or digital media.

- B. If applicable to the performance of this Contract, CONTRACTOR shall also prominently display all COMMISSION supplied promotional materials, such as educational posters, banners, brochures and fliers at project and program sites.

XIII. OWNERSHIP OF PERSONAL PROPERTY

All personal property purchased with compensation provided to CONTRACTOR from COMMISSION under this Contract Project shall become COMMISSION's property upon the expiration or termination of this Contract, unless otherwise agreed to by COMMISSION. COMMISSION shall exercise its option to physically retain items of tangible personal property within the thirty (30) calendar days immediately preceding and or following the completion of the project or initiative that is the subject of this Contract, whether completed within the Term of this Contract or any other subsequent agreement executed by COMMISSION and CONTRACTOR. The terms of this Section XXIII shall survive the expiration or termination of this Contract.

XIV. CONFLICT OF INTEREST AND CONFIDENTIALITY

CONTRACTOR and its officials, officers, directors, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this Contract, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Contract, CONTRACTOR shall retain the right to perform similar services not related to the COMMISSION for other clients, but CONTRACTOR and its officials, officers, directors, employees, associates and subcontractors shall not provide evaluation, advice or technical assistance regarding the project or initiative that is the subject of this Contract to any COMMISSION grantee, collaborator, partner or contractor with which the CONTRACTOR or its officials, officers, directors, employees, associates and subcontractors has a prior or existing business relationship without the prior written approval of COMMISSION's Executive Director or Executive Director's designee. CONTRACTOR and its officials, officers, directors, employees, associates and

subcontractors shall not accept work, income, compensation, employment or gifts, whether actual or promised, from another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officials, officers, directors, employees, associates or subcontractors to abstain from making, participating in or attempting to influence a governmental decision under this Contract pursuant to a conflict of interest statute. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from COMMISSION during the term of this Contract and shall not use such information for personal or commercial gain outside of the scope of this Contract. The term "confidential information" shall mean any and all information that is disclosed by COMMISSION to CONTRACTOR verbally, electronically, visually or in a written or other tangible form that is either identified or should be reasonably understood to be confidential or proprietary. CONTRACTOR shall not subsequently solicit or accept employment or compensation under any program, grant or service from COMMISSION that results from or arises out of the TRAUMA-INFORMED CARE PROGRAM without the prior written consent of COMMISSION's Executive Director or Executive Director's designee.

XV. INFORMATION TECHNOLOGY REQUIREMENTS

- A. If applicable to the performance of services under this Contract, CONTRACTOR shall coordinate with COMMISSION's Information Technology ("IT") Department regarding the design, development, structure and implementation of IT components required under this Contract, including databases, documents and spreadsheets, and apply, as appropriate, the following IT specifications:
1. Hardware and software compatibility with industry hardware, software and security standards to allow adequate compatibility with COMMISSION's infrastructure.
 2. ~~Open Data Base Connectivity ("ODBC") compliant for data collection and dissemination purposes.~~
 3. Ability to collect information at the client-level, as necessary.
 4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
 5. Ability to export to and import the data collected.
- B. CONTRACTOR shall timely notify COMMISSION of any major problem with CONTRACTOR's hardware or software that may impact CONTRACTOR's performance of services under this Contract.

XVI. INSURANCE

A. CONTRACTOR, at its own expense, shall obtain and maintain at all times during the term of this Contract the following policies of insurance with the minimum limits indicated below, unless otherwise approved in writing by COMMISSION's Executive Director or Executive Director's designee:

1. Commercial General Liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) General Aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Contract or the beginning of CONTRACTOR's performance of services under this Contract. If the policy is on a claims-made basis, CONTRACTOR shall maintain the insurance for three (3) years after the completion of CONTRACTOR's services under this Contract and if the coverage is cancelled or non-renewed and not placed with another claims-made policy with a retroactive date prior to the effective date of this Contract or the beginning of CONTRACTOR's performance of services under this Contract, CONTRACTOR must purchase extended reporting coverage for a minimum of three (3) years after the completion of CONTRACTOR's services under this Contract.
2. Business Auto Liability coverage on ISO Business Auto Coverage forms with minimum limits of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, or non-owned autos, as each may be applicable. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01.
3. Workers' Compensation Insurance as required by the State of California and with minimum statutory limits and Employers' Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident and per employee and in the Aggregate for disease.

B. The policies of insurance required under this Section XVI shall be issued by insurers authorized to do business in the State of California, with a minimum A.M. Best's Insurance rating of A:VIII, unless otherwise

approved in writing by COMMISSION's Executive Director or Executive Director's designee.

- C. All insurance 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 of insurance.
- D. The following endorsements are required by the COMMISSION:
1. The Commercial General Liability and Business Auto Liability policies are to contain or be endorsed to contain the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees as additional insureds with respect to liability and defense of claims arising out of services or operations performed by or on behalf of CONTRACTOR. A Blanket Additional Insured endorsement indicating Additional Insured status "as required by written contract or agreement" is acceptable.
 2. The Commercial General Liability and Business Auto Liability policies shall be or endorsed to be primary and non-contributing as respects the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees.
 3. No policies of insurance provided to comply with this Section XVI shall prohibit CONTRACTOR, or CONTRACTOR's employees or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR waives any right of subrogation that CONTRACTOR or CONTRACTOR's insurer may acquire against COMMISSION. CONTRACTOR shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy as required by Paragraph A of this Section XVI shall include a waiver of subrogation endorsement as required in this Paragraph D.3. CONTRACTOR's failure to provide COMMISSION with a waiver of subrogation endorsement from CONTRACTOR's insurer(s) shall not relieve CONTRACTOR of its obligations under this Paragraph D.3.
- E. Should the policies of insurance required under this Section XVI be suspended, voided, modified, terminated or non-renewed, CONTRACTOR will provide thirty (30) days' prior written notice to COMMISSION, excepting only for non-payment of premium, in which case CONTRACTOR shall provide ten (10) days' written notice to

COMMISSION. If the policies of insurance required under this Section XVI are suspended, voided, modified, terminated or non-renewed, CONTRACTOR shall, within two (2) business days of notice from the insurer(s), notify COMMISSION by phone, fax or certified mail, return receipt requested of the suspension, voiding, modification, termination or non-renewal of the policies.

- F. The requirements of specific coverage features or limits contained in this Section XVI 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.
- G. The requirements of this Section XVI shall supersede all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs this Section XVI.
- H. All insurance coverage and limits provided by CONTRACTOR and available and applicable to this Contract shall apply to the fullest extent of the policies. Nothing in this Contract shall be interpreted as limiting the application of insurance coverage as required under this Section XVI.
- I. CONTRACTOR or CONTRACTOR's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION in accordance with this Paragraph I of Section XVI of this Contract. COMMISSION utilizes myCOI Central, a software management system, to collect certificates of insurance and to track and verify CONTRACTOR's insurance coverage. Upon CONTRACTOR's receipt of this executed Agreement, ~~CONTRACTOR will receive an email from ccd@first5la.org with instructions for registration.~~ CONTRACTOR shall follow the instructions contained in the email and complete the online registration within 10 business days after receipt of the registration email. Upon completion of registration, COMMISSION will request proof of insurance directly from CONTRACTOR's insurance agent(s). Any actual or alleged failure on the part of COMMISSION or any other additional insured under these requirements to obtain evidence of insurance required under this Contract in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.
- J. Renewal Certificates shall be provided not less than ten (10) calendar days prior to CONTRACTOR's policy expiration dates. COMMISSION, at any time, may request and obtain from CONTRACTOR complete,

certified copies of any insurance policies required of CONTRACTOR under this Section XVI.

- K. CONTRACTOR may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section XVI subject to the approval of COMMISSION's Executive Director or Executive Director's designee. Copies of CONTRACTOR's audited financial statements to support any self-insurance or other financial documents may be required by COMMISSION. CONTRACTOR shall submit to COMMISSION a copy of the self-insured certificate and evidence of the authorized third-party administrator of the self-insured program.
- L. CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies or shall require all subcontractors performing services under this Contract to comply with all insurance requirements set forth in this Section XVI. CONTRACTOR shall obtain certificates or other evidence of insurance and copies of all required endorsements from all subcontractors, and CONTRACTOR assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Section XVI.
- M. CONTRACTOR's failure to maintain the policies of insurance required under this Section XVI, complete registration in myCOI Central, or submit compliant certificates of insurance shall constitute a breach of this Contract for which COMMISSION may withhold payment to CONTRACTOR until such time as CONTRACTOR complies with the insurance requirements contained in this Section XVI, terminate this Contract pursuant to Paragraph C of Section XXII of this Contract or secure alternate insurance at CONTRACTOR's expense.
- N. CONTRACTOR also shall promptly report to COMMISSION any injury or property damage accident or incident, including any injury to a CONTRACTOR's employee occurring at a COMMISSION sponsored event, and any loss, disappearance, destruction, misuse, or theft of COMMISSION property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COMMISSION of any third party claim or suit filed against COMMISSION or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COMMISSION.

XVII. INDEMNIFICATION

- A. Indemnity for Professional Liability. When the law establishes a professional standard of care for CONTRACTOR's services or if the

services or a portion of the services performed by CONTRACTOR involves the use of professional knowledge, and to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its officials, officers, directors, employees, servants, designated volunteers and agents serving as independent contractors in the role of COMMISSION officials (collectively "Indemnitees"), from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "damages"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to any negligent or wrongful act, error or omission of CONTRACTOR, its officials, officers, directors, agents, employees, subcontractors, or any entity or individual that CONTRACTOR bears legal liability thereof, in the performance of professional services under this Contract. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such damages with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

- B. Indemnity for Other than Professional Liability. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless Indemnitees from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to CONTRACTOR's performance of this Contract, including the Indemnitee's active or passive negligence, except for claims arising from the sole negligence, recklessness or willful misconduct of Indemnitees, as determined by final arbitration or court decision. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.
- C. Survival. The terms of this Section XVII shall survive the expiration or termination of this Contract.

XVIII. ACCOUNTABILITY

- A. It is COMMISSION's intent to contract with responsible entities. CONTRACTOR shall notify COMMISSION if CONTRACTOR is debarred, suspended, proposed for debarment, or declared ineligible by any federal, state or local funding agency. CONTRACTOR shall notify

COMMISSION if CONTRACTOR's license or certification, as applicable, has been revoked or suspended. CONTRACTOR shall notify COMMISSION within the (10) business days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments, termination or revocation of license or certificate.

- B. CONTRACTOR shall perform the services required under this Contract under the direction of COMMISSION's Executive Director and the designated COMMISSION staff. COMMISSION's Executive Director or the designated COMMISSION staff shall ensure that CONTRACTOR performs the services in compliance with the terms and timelines set forth in **Exhibit A** in accordance with the procedures set forth in **Exhibit E**. CONTRACTOR shall copy all written communications related to the performance of services under this Contract to the designated COMMISSION staff. CONTRACTOR shall update the designated COMMISSION staff concerning the performance of services under this Contract, including, if applicable, completing and submitting reports according to the time and manner required by COMMISSION, to be incorporated as **Exhibit D**. If CONTRACTOR fails to achieve a performance objective by the due date set forth in **Exhibit A**, CONTRACTOR shall notify the designated COMMISSION staff of CONTRACTOR's failure within thirty (30) calendar days after the due date at which point the COMMISSION may modify **Exhibit A**, request from CONTRACTOR a written plan detailing the corrective action steps CONTRACTOR proposes to take to achieve the performance objective and the time period required for reporting and compliance ("Corrective Action Plan"), place CONTRACTOR in non-compliant status pursuant to the Compliance Guidelines or terminate this Contract pursuant to Paragraph C of Section XXII of this Contract for breach of this Contract. Corrective Action Plans are subject to COMMISSION's approval. If CONTRACTOR fails to comply with an approved Corrective Action Plan, COMMISSION may place CONTRACTOR in non-compliant status in accordance with the Compliance Guidelines, attached as **Exhibit E**. COMMISSION, at its sole discretion, may also place the CONTRACTOR into non-compliant status without a Corrective Action Plan. The rights and obligations created by the Compliance Guidelines, attached as **Exhibit E**, with respect to contract compliance, shall survive the expiration or termination of this Contract.
- C. If applicable, COMMISSION shall make relevant, non-confidential and non-privileged information available and accessible to CONTRACTOR to assist in CONTRACTOR's successful completion of the services required under this Contract.

- D. CONTRACTOR shall provide any deliverables required under **Exhibit A** to the designated COMMISSION staff within and by the timelines required under **Exhibit A** and with the highest degree of quality and service to COMMISSION.
- E. CONTRACTOR shall conduct itself and its performance of services under this Contract in an ethical manner, with high integrity and with respect for the individuals involved in the performance of this Contract.
- F. COMMISSION, in its sole discretion, may conduct internal evaluations and reviews of CONTRACTOR's performance of services under this Contract. CONTRACTOR shall comply with COMMISSION's inquiries and requests for information arising out of such evaluations within the timeframe specified by COMMISSION in the inquiry or request. The evaluation(s) shall include, but are not limited to, contract compliance and the effectiveness of CONTRACTOR's performance of the services required under **Exhibit A** and this Contract. COMMISSION may modify this Contract based on the results of the COMMISSION's evaluation(s) and review(s).
- G. CONTRACTOR shall respond to COMMISSION's inquiries and requests for information arising out of the performance of this Contract within the timeframe specified by COMMISSION in its inquiry or request.
- H. If applicable to the performance of services under this Contract, CONTRACTOR shall comply with California Public Contract Code Section 3410, 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.
- I. If applicable to the performance of services under this Contract, CONTRACTOR shall comply with California Public Contract Code Section 22150, 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.
- J. CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").
- K. CONTRACTOR shall provide COMMISSION with timely notification of any major changes to CONTRACTOR's financial system, primary funding sources or overall organization funding that may negatively

impact CONTRACTOR's ability to perform the services required under this Contract.

XIX. INTERPRETATION AND JURISDICTION

This Contract, and any dispute arising from the relationship between the Parties to this Contract, shall be governed by California law. Any dispute that arises under or relates to this Contract (whether contract, tort or both) shall be resolved in a state court in Los Angeles County, California.

XX. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all applicable local, state and federal laws, regulations and ordinances, and licensing and accrediting authorities, in the performance of this Contract, including standards of professional ethics governing the use of assessment tools and standards governing the provision of services via the Internet and telephone and the dissemination of information and educational materials. CONTRACTOR's failure to comply with such laws, ordinances, codes, regulations and authorities shall be deemed a material breach of this Contract.

XXI. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

- A. 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.
- B. COMMISSION and CONTRACTOR expressly agree that full funding for this Contract over the term of this Contract is contingent on the continued collection of tax revenues pursuant to Proposition 10 and the continued allocation of Los Angeles County's share of those revenues to 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 COMMISSION's receipt of Proposition 10 tax revenues, or any other unexpected material decline in COMMISSION's revenues, COMMISSION may reduce or eliminate funding for this Contract at a level that is generally proportionate to the elimination or reduction in the COMMISSION's receipt of Proposition 10 tax revenues.

XXII. TERMINATION OF SERVICES

- A. Termination without Cause. Either Party may terminate this Contract by giving written notice to the other Party at least thirty (30) calendar days

before the termination is to be effective. COMMISSION shall compensate CONTRACTOR for services satisfactorily rendered to the effective date of termination. Neither Party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section XXII.A.

- B. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Contract, COMMISSION shall not be obligated for CONTRACTOR's performance under this Contract or by any provision of this Contract during any of COMMISSION's future fiscal years unless and until COMMISSION appropriates funds for this Contract in the COMMISSION's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COMMISSION shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. COMMISSION shall not be liable to CONTRACTOR for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section XXII.B.
- C. Termination for Cause. Either Party may terminate this Contract for cause, effective immediately, by giving written notice to the other Party. For purposes of this Contract "cause" includes CONTRACTOR's failure to perform the services described in **Exhibit A** or a Party's material breach of any provision of this Contract. COMMISSION shall compensate CONTRACTOR for services satisfactorily rendered to the effective date of termination. Neither Party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section XXII.C.

XXIII. SURVIVAL CLAUSE

Notwithstanding the Term of this Contract, all terms and conditions set forth in **Exhibit A** related to the delivery of any required report to COMMISSION by CONTRACTOR shall survive the expiration or termination of this Contract. CONTRACTOR shall prepare and provide to COMMISSION all reports required under **Exhibit A** at no additional cost to COMMISSION.

XXIV. ATTORNEY FEES

In any litigation, arbitration or other proceeding by which one Party either seeks to enforce its rights under this Contract (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Contract, the prevailing Party shall be awarded reasonable attorney fees, together with any costs or expenses, to resolve the dispute and to enforce the final judgment.

XXV. RECORDS AND AUDITS

- A. CONTRACTOR shall maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired pursuant to this Contract. The records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.

- B. CONTRACTOR shall maintain notes, business records, and working papers (collectively "records") on file during the term of this Contract and for a period of not less than four (4) years following the expiration or termination of this Contract. COMMISSION may, at any time during CONTRACTOR's business hours, and upon reasonable notice to CONTRACTOR, (i) conduct site visits to evaluate, audit, inspect and monitor CONTRACTOR's facilities, program operations and the records maintained in connection with this Contract and (ii) audit and examine the records and require supporting documentation, such as employee timesheets and invoices, to substantiate CONTRACTOR's invoices. COMMISSION may, upon seven (7) days' advance written notice to CONTRACTOR, inspect and copy the records. The terms of this Section XXV shall survive the expiration or termination of this Contract for four (4) years.

XXVI. NOTICES

- A. Notices. All notices, consents, requests, demands, reports, invoices or other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission is sent by facsimile, (4) three business days following deposit in the United States mail, by first class mail, postage prepaid, addressed to the Party to be notified as set forth below, to the designated COMMISSION staff as required under this Contract, or to such other addresses as the Parties may, from time to time, designate in writing or (5) on the first business day after transmission is sent by email, if permitted by the designated COMMISSION staff. E-mails shall be confirmed in hard copy by United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To CONTRACTOR:

City of Long Beach, Department of Health and Human Services
2525 Grand Ave.
Long Beach, CA 90815

Primary Contact
Ana Lopez
562-570-4186
Ana.Lopez@longbeach.gov

Fiscal Contact
Nerissa Mojica
562-570-4088
Nerissa.Mojica@longbeach.gov

To COMMISSION:

First 5 LA, Contract Administration and Purchasing Department
Attention: Daisy Ortiz, Contract Compliance Officer
750 North Alameda Street, Suite 300
Los Angeles, California 90012

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

XXVII. WORD USAGE

Unless the context clearly requires otherwise, (a) the words "shall" or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.

XXVIII. MODIFICATION OF CONTRACT

Except as otherwise provided in this Contract, this Contract may be ~~supplemented, amended or modified only by a writing signed by both Parties.~~ No oral conversation, promise or representation by or between any officer or employee of the Parties shall modify any of the terms or conditions of this Contract. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Contract, including its Exhibits, by virtue of COMMISSION's review and approval of, or failure to object to, contracts or other business transactions entered into by CONTRACTOR.

XXIX. ASSIGNMENT AND DELEGATION

CONTRACTOR may not assign any of its rights or delegate any of its duties under this Contract without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. If

COMMISSION consents to CONTRACTOR's subcontracting of all or a portion of this Contract, CONTRACTOR shall submit to COMMISSION all proposed subcontractors and/or a copy of the subcontract or memorandum of understanding between CONTRACTOR and the subcontractor if required by the designated COMMISSION staff for COMMISSION's prior review and approval. CONTRACTOR shall provide copies of executed subcontracts if requested by the designated COMMISSION staff. Despite COMMISSION's consent, COMMISSION shall not be liable for the actions of the subcontractors, and no assignment or delegation will release CONTRACTOR from any of its obligations or alter any of its primary obligations to be performed under this Contract. Any attempted assignment or delegation in violation of this provision is void and will entitle COMMISSION to terminate this Contract. As used in this Section XXIX, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, subcontract or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Contract to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs or any change in CONTRACTOR's corporate structure, governing body or management.

XXX. WAIVER

No delay or omission to exercise any right, power or remedy accruing to COMMISSION under this Contract shall impair any right, power or remedy of COMMISSION, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure or a condition or any right or remedy under this Contract shall be (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of condition or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

XXXI. ENTIRE AGREEMENT

This Contract and all exhibits referred to in this Contract constitute the final, complete and exclusive statement of the terms of the agreement between the Parties and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Contract by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Contract.

XXXII. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Contract.

XXXIII. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Contract.

XXXIV. HEADINGS

The headings in this Contract are included solely for convenience or reference and shall not affect the interpretation of any provision of this Contract or any of the rights or obligations of the Parties of this Contract.

XXXV. SEVERABILITY

If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

XXXVI. SIGNATURES

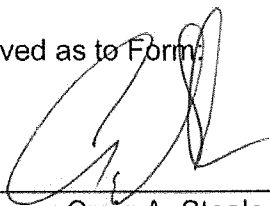
The Parties, through their respective duly authorized signatories, are signing this Contract on the date stated in the introductory clause.

[SIGNATURES PAGE FOLLOWS]

COMMISSION

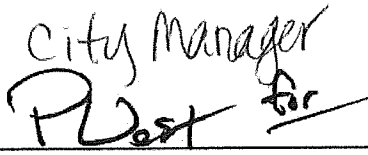
Los Angeles County Children and Families
First Proposition 10 Commission,
aka First 5 LA

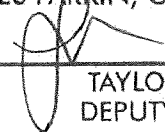
By: 
Name: Kim Belshé
Title: Executive Director

Approved as to Form:
By: 
Name: Craig A. Steele
Title: Legal Counsel

CONTRACTOR

City of Long Beach, Department of
Health and Human Services

By:  City Manager
Post for
Name: Tom Modica
Title: Assistant City Manager

APPROVED AS TO FORM
June 18, 2019
CHARLES PARKIN, City Attorney
By: 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

ORIGINAL

Agreement Number: 10082

Agreement Period: July 1, 2019 – June 30, 2020

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

Project Name: Trauma and Resiliency Informed Systems Change

Project Length: 24 Months

Project Description: *Please describe the project, purpose, need (baseline), strategies, and the outcomes desired for the project.*

The City of Long Beach, Department of Health and Human Services (DHHS) proposed to develop and strengthen a cross-systems, Citywide trauma and resiliency informed approach to address concerns in communities with high rates of trauma. DHHS will serve as the backbone entity to continue to build relationships, both existing and new, through the Long Beach Trauma and Resiliency Informed Taskforce (LBTRIT), which has been meeting to establish a plan for the engagement and promotion of a Citywide trauma and resiliency informed approach to systems change and other City efforts.

The continuous exposure to violence, poverty and inequity can lead to high rates of trauma in communities. While the City of Long Beach has made strides to reduce violence, increase educational opportunities and strengthen family bonds, certain areas of the City continue to be highly impacted by violence and the resulting trauma that comes from exposure to violence. Central-West and North Long Beach have some of the highest rates of violent crime. Residents, especially youth residing in these areas of the City, have high rates of exposure to community violence, domestic violence and poverty, factors that result in increased exposure to trauma. Additionally, residents and community members residing in these parts of the City also have some of the strongest resiliency factors and the community assets needed to address and heal from community exposure to trauma.

The project goals are: 1) pilot trauma and resiliency approaches within and across two systems/organizations; 2) convene key trauma-informed champions to design and implement a cross-systems, place-based approach to support staff in delivering trauma and resiliency-informed care; and 3) document organizational culture shift and the associated processes to demonstrate how services are delivered and communities are engaged for future replication.

Expected outcomes:

- 1) Established governance structure and finalize the action plan for the Long Beach Trauma and Resiliency Informed Taskforce and supportive working groups;
- 2) Identified systems/organizations recognize the prevalence of trauma, the impact of trauma on the people served by the system, and the vital role of resiliency in helping to heal and prevent trauma to improve results of wellbeing and increase organizational staff development opportunities to enhance program operations;
- 3) Systems/organizations integrate knowledge of trauma and resiliency approaches into policies, procedures and practices to shift organizational culture; and
- 4) Increased shared knowledge across systems on trauma and resiliency informed approaches through the documentation of lessons learned.



EXHIBIT A – SCOPE OF WORK

Objectives Include who, what, when, where, how and how much for each objective.	Activities and Subtasks 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.	Staff Assignment Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.	Timeline Indicate start and end period.	Deliverables Indicate Date Due.
1.1 By July 2019, review, revise and reach agreement on implementation plan and confirm organizations/systems to participate in the pilot program	1.1.a – hold quarterly Trauma and Resiliency Informed Long Beach (TRI LB) meetings and bi-monthly Implementation Team and Strategy Team meetings to progress work on implementation plan 1.1.b – identify and align two systems/ organizations that will integrate trauma and resiliency approaches into their operational practices 1.1.c – create MOUs with pilot organizations/systems 1.1.d – systems/organizations identify performance metrics to assess pilot project effectiveness 1.1.e – align LBTRIT pilot project with county and state trauma and resiliency efforts	Project Coordinator, Community Impact Officer, LBTRIT and Implementation Team members	September 2018 – December 2019	MOU/letter of support from pilot organizations with agreed upon data sharing and tracking mechanism Due: July 2019 Finalize performance metrics Due: October 2019
2.1 By August 2019, senior leadership within the systems/ organizations launch pilot initiative and identify professional staff development needs	2.1.a – informal bid process established for training/professional development services 2.1.b – develop communication plan to share information between pilot project sites, their staff, LBTRIT and consultant 2.1.c – staff training needs identified 2.1.d – provide staff development trainings 2.1.e – data tracking established to capture organizational cultural shifts in the practice of service delivery	Consultant, Project Coordinator, Community Impact Officer, Program Analyst, and LBTRIT and Implementation Team work on communication plan components	May 2019 – June 2020	Informal Bid Quote for training curriculum / training facilitator Due: July 2019 Pilot project communications plan Due: September 2019 Staff assessment and training plan Due: September 2019 Staff survey tool drafted Due: November 2019 Staff survey findings Due: June 2020



EXHIBIT A – SCOPE OF WORK

Objectives Include who, what, when, where, how and how much for each objective.	Activities and Subtasks 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.	Staff Assignment Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.	Timeline Indicate start and end period.	Deliverables Indicate Date Due.
2.2 Senior leaders and staff consider practice change (e.g., review emerging information on system improvement and accountability reporting procedures) and sustainability	2.2.a – review current policy and procedure manuals for pilot project sites 2.2.b – assess opportunities for policy and administrative procedural enhancements to include trauma and resiliency approaches 2.2.c – collaborate with senior management at pilot sites to draft, vet and approve policy shifts that will implement trauma and resiliency lens into hiring and administrative practices 2.2.d – consider how to sustain improvements	Consultant, Project Coordinator, and Senior Management at pilot sites Site Senior Management, Consultant and Project Coordinator, CIDO	April 2019 – May 2020	Summary of organizational trauma and resiliency policy, procedure, and practice shifts Due: May 2020 Sustainability Plan (including intersects with other trauma initiatives) drafted Due: May 2020
3.1 Program Officer receive monthly report updates	3.1.a – provide monthly update reports 3.1.b – maintain bi-monthly (i.e., every other month) calls with Program Officer 3.1.c – provide yearly progress report covering July 1, 2019 – June 30, 2020	Project Coordinator, Community Impact Division Officer	Throughout the grant period	<u>Monthly Reports</u> (funder to provide template) <u>Bi-monthly calls/meetings</u> with Program Officer <u>Annual Report</u> (funder to provide template and due date) Due: Ongoing throughout the grant period

**Trauma- and Resiliency-Informed Systems Change
BUDGET NARRATIVE**

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

Agreement/Contract Number: **10082**

Project Name: **Trauma- and Resiliency-Informed Systems Change**

Agreement/Contract Period: **July 1, 2019 – June 30, 2020**

Fiscal Contact Person: **Erica Valencia-Adachi**

Phone and Email: **(562) 570-4017, Erica.Valencia-Adachi@longbeach.gov**

Section 1 - Personnel:

Program Coordinator: Hanna Stribling, Community Program Specialist III (1-FTE 50% for 12 months, Total \$35,925)

The Program Coordinator is a Master's level staff person (Master of Social Work) and will spend 50% of her time on this project for the full 12 months of this contract period. The Program Coordinator will be responsible for coordinating all grant strategies, supporting the management of the trauma-informed taskforce, and ensuring grant deliverables are met. The Program Coordinator will represent the City in trauma-informed conversations at City, County, State, and Federal meetings on trauma-informed care and resiliency. The Program Coordinator will also manage the consultant contracts and partnerships, as well as contract deliverables. The Program Coordinator will also capture ongoing lessons learned through engagement with pilot site senior management, the Trauma-Informed Task Force members and clients of the selected systems. She will document those lessons learned and analysis of project impact.

Program Analyst: Lam Keophan, Assistant Administrative Analyst II (1-FTE 10% for 12 months, Total \$5,511)

The Program Analyst is a new staff person (Cal State Long Beach alumni) and will spend 10% of his time on this initiative for the full 12 months of this contract period. The Program Analyst will manage the finances for the grant, monitor spending, assist with any procurement, and produce financial reports as needed.

Budget for potential merit and union negotiated raise increases (\$1,343)

Per City of Long Beach's salary increase policy, performance evaluations are conducted every six months for staff in steps 1-3 of the salary schedule (Program Analyst) and once per year for staff in steps 4-7 of the salary schedule (Program Coordinator). The budget reflects the anticipated step increases for each of the staff assigned to the program. Per City of Long Beach's negotiated raise increase, the union negotiated raise will lead to a 2% salary increase for all program staff in October of 2019.

Fringe Benefits (Total \$26,523)

For all employees working on the Program, program benefits are calculated at 62% of total salaries (as per City policy). Fringe benefits include, FICA, SUI, Health and Dental Insurance, Workers Compensation, Retirement benefits, payroll benefits and pension obligation bond.

Total Personnel for First 12 Months is: \$69,301

Section 2- Contracted Services:

No costs are anticipated for this section during the agreement period.

Section 3- Equipment:

Equipment (\$1750) includes the partial cost of computer, specifically tablet and monitors for use by Program Coordinator.

Total Equipment for 12 Months is: \$1750

Section 4- Printing/Copying:

No costs are anticipated for this section during the agreement period.

Section 5-Space:

No costs are anticipated for this section during the agreement period.

Section 6- Telephone:

No costs are anticipated for this section during the agreement period.

Section 7- Postage:

No costs are anticipated for this section during the agreement period.

Section 8- Supplies:

No costs are anticipated for this section during the agreement period.

Section 9- Employee Mileage and Travel:

No costs are anticipated for this section during the agreement period.

Section 10- Training Expenses:

No costs are anticipated for this section during the agreement period.

Section 11-Evaluation:

No costs are anticipated for this section during the agreement period.

Section 12- Other Expenses:

No costs are anticipated for this section during the agreement period.

Section 13-Indirect Costs:

Indirect cost (\$6,930) is based on 10% of total personnel cost (salary + fringe) and covers administrative overhead and support costs for the Department.

Total Indirect Costs is \$6,930

Total Program Cost for 12 Months is: \$77,981

Note on Matching Funds:

While there are no matching funds required as a component of this grant, the funds received from First 5 LA are being leveraged to support further funding received from The California Endowment to support the deliverables outlined in the grant (\$150,000 over two years (April 15, 2018-April 14, 2020)). The California Endowment (TCE) funding will specifically be used to hire two (2) trauma-informed consultant(s) who will receive a maximum of \$25,000 each over the course of the two-year contract term with TCE. The consultant(s) will work with the task force to identify and assess at least two organizations/systems who are ready to pilot a trauma and resiliency-informed cultural shift and system/organization-wide change in delivery of services. The consultant(s) will be responsible for assessing and identifying the level of staff readiness and need for trauma-informed care and resiliency trainings (as well as co-train when appropriate) and work with the trainer identified to deliver the additional training necessary to increase staff knowledge and capacity. In year two, the consultant(s) will implement and monitor guiding organizational/systems principles, policies and procedures that result in a cultural shift for the organization/system in regards to how trauma and resiliency informed services are delivered. Finally, the consultant(s) will work with the Program Coordinator to document all procedures and action items, implementation timeline and milestones, and performance metric results for future replication.

In addition, TCE funds will be used to identify an individual/organization to deliver the training component of the initiative. This entity will provide the identified organizations/systems with the additional training and capacity building needed in order to fully integrate trauma-informed care and resiliency practices throughout the organization and across all levels of staff. The contract will be for a maximum of \$25,000 over the course of the two-year contract term with TCE. In addition, TCE funds will be used to support staff training and travel, program supplies needed to provide food and refreshments for TRI LB meetings and trauma-informed trainings, as well as provide the funding needed to create and publish a trauma and resiliency-informed, cross-systems report at the conclusion of the contract term.



Budget Summary

Agreement # 10082
Page: 1 of 10

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Cost Category		First 5 LA Funds	Matching Funds	Total Costs
1	Personnel	69,301	0	69,301
2	Contracted Svcs (Excluding Evaluation)	0	0	0
3	Equipment	1,750	0	1,750
4	Printing/Copying	0	0	0
5	Space	0	0	0
6	Telephone	0	0	0
7	Postage	0	0	0
8	Supplies	0	0	0
9	Employee Mileage and Travel	0	0	0
10	Training Expenses	0	0	0
11	Evaluation	0	0	0
12	Other Expenses (Excluding Evaluation)	0	0	0
13	*Indirect Costs	6,930	0	6,930
TOTAL:		77,981	-	77,981

Erica Valencia Adach

Fiscal Contact Person

Erica.Valencia-Adachi@longbeach.gov

Email Address

Phone # 562-570-4017

*Indirect Cost CANNOT exceed 10% of total contract amount (excluding subcontractors, capital expenditures, equipment and depreciation expense)

Additional supporting documents may be requested



Section 1

Agreement # 10082
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Personnel

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

ANNUAL First 5 LA Funds PROJECT PERSONNEL BUDGET					TOTAL PROJECT PERSONNEL BUDGET		
Title/Name(s)	FT/PT	Gross Monthly Salary	% of Time on First 5 LA Project	Months to be Employed	First 5 LA Funds	Matching Funds	Total Personnel Cost
Trauma and Resiliency Systems Coordinator - Hanna Stribling	FT	5,937	50%	4	11,874	0	11,874
Trauma and Resiliency Systems Coordinator - Hanna Stribling (with .02 COLA adjustment)	FT	6,055	50%	2	6,055	0	6,055
Trauma and Resiliency Systems Coordinator - Hanna Stribling (with anticipated merit increase)	FT	6,360	50%	6	19,079	0	19,079
Assistant Administrative Analyst II - Lam Keophan	FT	4,592	10%	4	1,837	0	1,837
Assistant Administrative Analyst II - Lam Keophan (with anticipated merit increase & .02 COLA adjustment)	FT	4,917	10%	8	3,934	0	3,934
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
	0	0	0%	0	0	0	0
Total Direct Salaries					42,779	-	42,779

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED

USE ADDITIONAL SHEETS IF NECESSARY

*Fringe Benefits:	Percentage			
FICA	6.20%	2,652	0	2,652
SUI	1.45%	620	0	620
Health	18.50%	7,914	0	7,914
WC	3.55%	1,519	0	1,519
Other	32.30%	13,817	0	13,817
	62.00%	26,523	-	26,523
Total Personnel		69,301	-	69,301

*Fringe Benefits must be broken down by categories.



Section 3
Equipment

Agreement # 10082
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Agency: City of Long Beach, Department of Health and Human Services

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Equipment description of item	Quantity	Unit Cost	Total Equipment Cost	First 5 LA Funds	Matching Funds	Total Cost
Computer (tablet and monitors) for program manager	1	1750.00	1,750	1,750	0	1,750
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
Total Equipment:			1,750	1,750	-	1,750

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



Section 4

Printing/Copying

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Printing/Copying include description	Quantity	Unit Cost	Total Printing Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
Total Printing/Copying:			-	-	-	-

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



Sections 5 & 6

Agreement # 10082
Page 6 of 10

Space & Telephone

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Space include description, cost per square foot	Footage/Quantity	Unit Cost	Number of Months	Total Space Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
Total Space:				-	-	-	-

Telephone include # of lines and cost per line	Quantity	Unit Cost	Number of Months	Total Phone Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
Total Telephone:				-	-	-	-

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



Sections 7 & 8

Agreement # 10082

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Postage & Supplies

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Postage include description	Quantity	Unit Cost	Number of Months	Total Postage Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0

Total Postage: - - -

Supplies include description	Quantity	Unit Cost	Number of Months	Total Supplies Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0
	0	0.00	0	0	0	0	0

Total Supplies: - - -

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



Sections 9 & 10

Agreement # 10082
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Employee Mileage/Travel & Training Expenses

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Employee Mileage/Travel include description	Mileage Quantity	Unit Cost per Mile	Total Mileage/Travel Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0

Total Employee Mileage/Travel: 0 0 0 0

Training Expenses include description, # of people	Quantity	Unit Cost Per Training	Total Training Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0

Total Training Expenses: 0 0 0 0

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



Sections 12 & 13

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Other Expenses & Indirect Cost

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

Project Name: Trauma and Resiliency Informed Long Beach

Agreement Period: July 1, 2019 - June 30, 2020

Other Expenses include description	Quantity	Unit Cost	Total Other Cost	First 5 LA Funds	Matching Funds	Total Cost
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0
	0	0.00	0	0	0	0

Total Other Expenses: - - - -

*Indirect Cost include general purpose for this cost	Total Indirect Cost	First 5 LA Funds	Matching Funds	Total Cost
The indirect cost is 10% of the personnel cost (salary + fringe). The indirect cost covers administrative overhead and support costs for the Department.	6,930	6,930	0	6,930

Total Indirect Cost: 6,930 6,930 - 6,930

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED

***Indirect Cost CANNOT exceed 10% of total contract amount (excluding subcontractors, capital expenditures, equipment and depreciation expense)**

USE ADDITIONAL SHEETS IF NECESSARY

COMPLIANCE GUIDELINES



Los Angeles County Children and Families First – Proposition 10 Commission

COMPLIANCE GUIDELINES

Commission's goal is to assist its Contractors and Grantees (collectively referred to as "Contractor"), in successfully achieving and sustaining identified outcomes for children, families, and communities in Los Angeles County. As a steward of public funds, Commission is also responsible for ensuring that Contractor complies with applicable regulations, policies and contractual requirements. Contractor shall adhere to requirements listed in the Grant Agreement or Contract (collectively referred to as "Contract"), whichever is applicable.

The purpose of the Compliance Guidelines is to provide an overview of Commission's expectations regarding contract compliance, as well as the steps that Commission will take to prevent or address non-compliance. By providing these guidelines and expectations, Commission hopes to proactively identify issues that may impede or delay the progress of a program, project or other deliverables.

For purposes of these Compliance Guidelines, "contract compliance" shall mean being in accordance with all of the terms and conditions of the Contract. Further, unless the context clearly requires otherwise, (a) the words "shall" or "will" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.

I. EVALUATION AND INVESTIGATION OF ALLEGED NONCOMPLIANCE WITH CLIENT CONFIDENTIALITY PROCESS

If Contractor is a "covered entity" or "business associate," as the terms are defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), CONTRACTOR shall comply with the following:

- A. Incident Reporting: Contractor shall immediately notify Commission upon discovery of any breach of confidential data and information and of Contractor's participation in legal or non-legal actions to remedy such breaches. All reports of noncompliance concerns of client confidentiality practices should be sent to First 5 LA's Contract Compliance Department.
- B. The reports should include at minimum, the date(s) of incident/s, a brief description of what occurred, the contractor and personnel involved, and contact information.
- C. Alleged noncompliance reports may result in an inquiry and investigation. Contractor must provide all reasonable accommodations to facilitate any and all inquiries and investigations relating to noncompliance with client confidentiality processes.

II. METHODS USED TO ASSESS CONTRACTOR'S COMPLIANCE

Commission staff may use any, all or a combination of the following methods to monitor contract compliance:

- A. Review of Required Documents
Contractor shall submit required documents, including those requiring signatures and those listed in Section I.G. below, as requested by Commission, in a timely manner. Contractor shall provide revised or updated documents according to the Commission's specifications, if any, and as needed throughout the course of the Contract period, some of which may require Commission's approval.
- B. Review of Completed Products and Deliverables and Provision of Services

COMPLIANCE GUIDELINES

The Contract's Performance Matrix/Scope of Work often requires the submission of products or deliverables or the provision of services within a specified timeline. Contractor shall adhere to the timelines and specifications as outlined in the Performance Matrix/Scope of Work. If Contractor is unable to submit deliverables or products, or provide services, within the specifications and timelines set forth in the Performance Matrix/Scope of Work, Contractor shall immediately provide Commission staff with written notification. Upon receipt of Contractor's notification of delay, Commission staff will determine the extent to which Contractor has achieved the program or project detailed in the Performance Matrix/Scope of Work and review the quality and quantity of products and deliverables submitted or services provided.

C. Meetings and Conference Calls

Commission staff may require meetings and conference calls with Contractor in order to monitor Contractor's progress in implementing Contractor's program or project in accordance with the Performance Matrix/Scope of Work or discuss a particular issue, product, deliverable, service or evaluation. Commission staff may require in person meetings with Contractor at Commission's office.

D. Site visits

Commission staff may conduct site visits in order to monitor Contractor's progress in implementing Contractor's program or project and assess the degree to which a program or project is being implemented in accordance with the Contract and its incorporated exhibits (e.g., Performance Matrix, Statement of Work, Scope of Work). During a site visit, staff may: (1) review and discuss Contractor's implementation of program or project activities; (2) interview program or project staff and participants; (3) review supporting documentation regarding program or project functions (e.g., data collection methods, 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 applicable to the program or project (e.g., HIPAA compliance, IRB Compliance, Human Subjects Compliance).

E. Emails and Other Written Communications

Commission staff may monitor Contractor's progress in implementing Contractor's program or project and assess the degree to which a program or project is being implemented in accordance with the Contract and its incorporated exhibits (e.g., Performance Matrix, Statement of Work, Scope of Work) through emails and other forms of written communications.

F. Corrective Action Plan

If required by Commission staff, Contractor shall develop a written Corrective Action Plan, subject to Commission staff's review and approval. Commission staff may provide technical assistance in the development of a Corrective Action Plan when deemed appropriate by Commission staff. Corrective Action Plans shall specify actions to be taken by Contractor to correct any non-compliance as described in Section II below and shall include deadlines for completion of each corrective action. Commission staff may monitor Contractor's progress on completing each corrective action by using a variety of

Los Angeles County Children and Families First – Proposition 10 Commission

COMPLIANCE GUIDELINES

methods, including reports, meetings or site visits, as needed. Commission staff may require a Corrective Action Plan prior to placing Contractor in a non-compliant status.

G. Document Review

1. *Contract Exhibits and Required Documents*

Contract documents shall be subject to review by Commission staff, including the following:

- **Progress Reports:** Some Contracts require contractors to submit progress reports. Reporting timeframes vary. Contracts may require the submission of reports on a monthly, quarterly or semi-annual basis, as directed by Commission. Progress reports shall summarize Contractor's progress in the implementation of a program or project, or the submission of deliverables. Additionally, reports shall describe how measurable goals and objectives have been accomplished during the program or project year in accordance with the Contract's Performance Matrix/Scope of Work. If required under a Contract, Contractor shall submit progress reports to Commission on the due dates set forth in the Performance Matrix/Scope of Work.
- **Invoices:** Contractor shall submit invoices to Commission no later than the last business day of each month, unless otherwise provided in the Contract or approved in writing by Commission.
- **Subcontracts or other legally binding forms of agreements:** If Commission consents to Contractor's use of subcontractor(s), Contractor shall submit required documents to Commission in accordance with the Contract's requirements if required by the designated Commission staff.
- **Insurance:** Contractor shall provide proof of insurance to Commission and maintain insurance at their own expense during the Contract term. Contractor's insurance coverage shall meet the minimum coverage standards required under the Contract.

Contractors shall submit the following required documents to Commission for review by Commission staff prior to the Contract's effective date and as requested by Commission staff during the Contract term:

- Documents Describing Involvement in Litigation 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 and supporting documentation
- IRS Account Determination Letter (submitted by all charitable non-profit organizations)

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COMPLIANCE GUIDELINES

- State and Federal Identification Numbers (submitted by schools districts, public entities, universities, etc.)
- 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)
- Other documents as requested by Commission staff

2. *Written Deliverables*

If applicable, Contractor shall submit other written deliverables (e.g., reports, memos, surveys) in accordance with the Contract's Performance Matrix/Scope of Work. Deliverables will be reviewed and approved by Commission staff, or, in some cases, a Quality Assurance review conducted by Commission, as specified in the Contract.

Unless Contractor obtains prior approval from Commission staff to delay the submission of a deliverable, Contractor's significant delay in submitting a deliverable (beyond 30 calendar days) is grounds for non-compliance.

Based upon Commission staff's findings from any, all or a combination of the contract compliance monitoring methods above, Commission may:

- Modify the Contract's Performance Matrix/Scope of Work (Exhibit A);
- Request a Corrective Action Plan, as described in Section I.F.;
- Place Contractor in non-compliant status; or
- Terminate the Contract.

III. CONTRACTOR'S PLACEMENT IN NON-COMPLIANT STATUS

Commission shall deem Contractor non-compliant due to any of the following Contractor's failure to: 1) comply with the Contract's terms and provisions; or 2) effectively implement and manage the Commission-funded program or project; or 3) submit a product or deliverable or provide a service, as described in the Contract's Performance Matrix/Scope of Work.

Contractor's placement in non-compliant status may impact Commission's current and future funding considerations with Contractor.

Commission staff is responsible for Contractor's placement in and removal from non-compliant status in accordance with these Compliance Guidelines. Commission staff will inform Contractor in writing of Contractor's placement in non-compliant status and the reasons for staff's determination of non-compliance. Commission staff and Contractor shall timely address Contractor's non-compliance in a constructive and collaborative manner to avoid further Commission action as set forth in Section IV of these Compliance Guidelines.

Commission staff may place Contractor in non-compliant status as a result of, but not limited to, any of the following:

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COMPLIANCE GUIDELINES

- Contractor makes modifications to the approved Budget or Performance Matrix/Scope of Work without submitting a request for Performance Matrix/Scope of Work or Budget Modification and without prior written approval from Commission staff (e.g., eliminating significant components of the funded program, project or deliverable, adding or eliminating key staff positions that are critical to the program or project).
- Contractor, without adequate justification, fails to demonstrate adequate progress in the implementation of the program or project objectives or submission of deliverables (e.g., not meeting deadlines, not submitting deliverables on time, not notifying Commission of delays).
- Contractor fails to comply with Commission's fiscal requirements as stated in the Contract (e.g., substandard or inadequate accounting procedures).
- Contractor fails to submit required documents within the timelines specified in the Contract.
- Contractor, without adequate justification, fails to implement key evaluation activities or components (e.g., hiring an evaluator, collection and submission of participant and outcome data).
- Contractor fails to disclose information or situations (e.g., entity structure changes, entity financial changes) that may impact the implementation of the program or project or the submission of deliverables.
- Contractor fails to disclose a conflict of interest, as such interests are described in the Contract.
- Contractor fails to complete Corrective Action Plans in a timely manner.
- Contractor fabricates or falsifies documents.
- Contractor fails to comply with applicable local, state and federal laws or regulations.
- Contractor misuses or mismanages funds.
- Contractor uses Commission funds to supplant funds from other sources.

IV. PROCEDURES FOR NON-COMPLIANCE

Commission staff will inform Contractor in writing of Contractor's placement in non-compliant status, and the reasons for staff's determination of non-compliance.

Commission staff may take one or more of the following actions: (1) impose sanctions in accordance with Section IV below, including termination of the Contract; (2) require that Contractor develop or revise a Corrective Action Plan in accordance with Section I.F. above; or (3) revise the Performance Matrix/Scope of Work of the Contract.

V. SANCTIONS

Commission may impose sanctions at any time or if Contractor is placed in non-compliant status. Sanctions may include the following:

- Withholding of payment or suspending work until Contractor makes corrective actions.
- Disallowing or reducing allowed expenses or disallowing expenses for activities that are not in alignment with the Contract.
- Non-renewal of the Contract.

Los Angeles County Children and Families First – Proposition 10 Commission

COMPLIANCE GUIDELINES

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

Commission's termination, or non-compliant status of the Contract may influence Commission's future funding considerations for Contractor. Contractor's failure to perform may influence Commission's future funding considerations for Contractor. Commission may defund or refuse to re-fund Contractor or decrease the Contract award for Contractor's failure to perform or meet compliance requirements. Commission may terminate or suspend the Contract, *without providing Contractor with an opportunity to make corrective actions*, for Contractor's actions or behavior that put the integrity of the program or project at risk, including, client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, fraud or embezzlement, health code violations or any other significant legal or regulatory violation.

Commission may terminate the Contract pursuant to Section XXII of the Contract or Section 30 of the Grant Agreement.



Exhibit F

Data Use Approval Form

Commission requires all Contractors and Grantees to submit a **Data Use Approval Form** in order to use Commission owned data and information collected pursuant to their agreement. The **Data Use Approval Form** must be submitted via e-mail to the designated Commission staff overseeing the agreement at least ten (10) business days in advance of the intended data use (specifically, the dissemination of data, e.g. presentation at a conference or submission for external review for a publication). The Contractor or Grantee must also clearly state the specific purpose for which the data or information will be used.

Please note that it is not Commission's intent to restrict data use by Contractors and Grantees, but rather to enable Commission to collaborate, expand on, and/or promote data dissemination activities. Please note that approval of the request, which approval shall not be unreasonably withheld, will be determined within five (5) business days and you will be notified via e-mail.

Today's date:

Approval decision needed by:

Contractor/Grantee name:

Project/Initiative Name:

Agreement Number:

Principal Investigator/Primary Contact Person:

Designated Commission Staff:

1. Which First 5 LA data or information is being utilized?

Specify First 5 LA project and data source

2. Is there an IRB approval for such use?

Yes No. Not applicable

Please provide an explanation:

3. For what general purpose is Commission data or information being utilized?

Conference/Meeting

Date:

Location:

Publication or other peer reviewed journal

Name of publication or journal:

Other Please provide specific details:

Following Commission approval of use, Contractor/Grantee shall provide Commission with a brief update of the results of the dissemination (e.g., if for conference, how was it received?) and include a copy of the final work product disseminated (e.g., article, abstract, PowerPoint)

Please note that failure to adhere to contractual provisions for Commission data use may result in non-compliance.

For Commission Use Only

Approved, as is

Conditional, upon submitted revision

Denied, reason:

E-mail notification sent to Contractor/Grantee

Date: