

AGREEMENT #	07500
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33909

**LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)**

GRANT AGREEMENT

For

Black Infant Health Initiative

FOR THE PERIOD

July 1, 2015 to June 30, 2016

**GRANT AGREEMENT FOR
BLACK INFANT HEALTH INITIATIVE**

This Grant Agreement, made and entered into this First day of July 2015, by and between

**LOS ANGELES COUNTY
CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)
Hereinafter referred to as
"COMMISSION"**

and

City of Long Beach

**Hereinafter referred to as
"GRANTEE,"**

Collectively referred to as the "Parties"

GRANT AMOUNT: \$216,205
GRANT NUMBER: 07500

Los Angeles County Children and Families First
Proposition 10 Commission (AKA First 5 LA)

BLACK INFANT HEALTH INITIATIVE GRANT

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The parties agree as follows:

1. GRANT AGREEMENT DOCUMENTS

1.1. Entire Agreement. This Grant Agreement and all exhibits referred to in this Grant Agreement 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 Grant Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Grant Agreement.

1.2. Exhibits. The following exhibits constitute a part of this Grant Agreement and are incorporated into this Grant Agreement by this reference:

Exhibit A PERFORMANCE MATRIX

Exhibit B BUDGET and BUDGET NARRATIVE

Exhibit C COMPLIANCE GUIDELINES

The following exhibits constitute a part of this Grant Agreement and are incorporated into this Grant Agreement upon receipt by COMMISSION from GRANTEE:

Exhibit D MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORM

Exhibit E INVOICE(S)

Exhibit F REPORTS

1.3. Precedence. If any inconsistency exists or arises between a provision of this Grant Agreement and a provision of any exhibit, the provisions of this Grant Agreement shall control.

2. COMMISSION OBJECTIVES AND PROGRAM PURPOSE

2.1. 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.

2.2. 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.

2.3. 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.

2.3.1. 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.

2.3.2. Six Core Values.

a. Integrity: We believe fidelity to our values builds credibility, trust, fairness and consistency

- b. Respect: We believe in honoring and nurturing every individual and community.
- c. Accountability: We believe results matter and that a focus on transparency and excellence yields improved outcomes, work quality and stewardship of resources.
- d. 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.
- e. Shared Leadership: We believe that together we can ensure that every child enters kindergarten ready to succeed in school and life.
- f. Learning: We believe learning never ends, so we are committed to critical thinking and continuous innovation.

2.4. Investment Guidelines. COMMISSION's investment guidelines are that COMMISSION will:

- 2.4.1. Focus on prevention.
- 2.4.2. Focus on systems and policy change.
- 2.4.3. Seek to have a broad impact, affecting large numbers of people.
- 2.4.4. Prioritize investments that strengthen families and, whenever possible, improve community capacity.
- 2.4.5. Prioritize the identification and scaling up of evidence-based practices.
- 2.4.6. Engage partners at the earliest possible stage of activity and/or investment.

2.5. Purpose of Funds. COMMISSION is providing grant funds to GRANTEE for the programs and services described in **Exhibits A** and **B** in order to assist GRANTEE in improving service systems, changing policies, or providing programs in one or more of the established goals of outcome areas of "Families," "Communities," "Early Care and Education Systems," and "Health-Related Systems" outlined in the First 5 LA 2015-2020 Strategic Plan: Focusing for the Future.

3. CONDUCT OF PROGRAM

- 3.1. GRANTEE shall abide by the terms and conditions of this Grant Agreement and any written amendment to this Grant Agreement.
- 3.2. GRANTEE shall in a professional, safe and responsible manner, operate and conduct the programs and services outlined in **Exhibit A** in accordance with this Grant Agreement, applicable law, the general standards of care applicable to GRANTEE's business and the procedures set forth in **Exhibit C**.
- 3.3. If GRANTEE fails to achieve a performance objective by the due date set forth in **Exhibit A**, GRANTEE shall notify the COMMISSION staff (the "designated COMMISSION staff") of GRANTEE's failure within thirty (30) calendar days after the due date at which point the COMMISSION may modify **Exhibit A**, request from GRANTEE a written plan detailing the corrective action steps GRANTEE proposes to take to achieve the performance objective and the time period required for reporting and compliance ("Corrective Action Plan"), place GRANTEE in

non-compliant status pursuant to the Compliance Guidelines or terminate this Agreement pursuant to Section 30 of this Agreement for breach of this Agreement. Corrective Action Plans are subject to COMMISSION's approval. If GRANTEE fails to comply with an approved Corrective Action Plan, COMMISSION may place GRANTEE in non-compliant status in accordance with the Compliance Guidelines, attached as **Exhibit C**. COMMISSION, at its sole discretion, may also place the GRANTEE into non-compliant status without a Corrective Action Plan. The rights and obligations created by the Compliance Guidelines, attached as **Exhibit C**, with respect to contract compliance, shall survive the expiration or termination of this Grant Agreement.

4. **TERM OF GRANT AGREEMENT**

The term of this Grant Agreement ("Grant Period") shall be from **July 1, 2015** ("effective date") through **June 30, 2016** ("expiration date"), unless sooner terminated pursuant to this Grant Agreement. COMMISSION may revise the term of this Grant Agreement prior to final execution of this Grant Agreement by all Parties.

5. **IMPLEMENTATION OF PROGRAM**

GRANTEE shall commence implementation of the programs and services outlined in **Exhibit A** within thirty (30) calendar days after the effective date of this Grant Agreement. GRANTEE shall conduct the programs and provide the services within the timelines indicated in **Exhibit A** in accordance with the procedures set forth in **Exhibit C**.

6. **RESTRICTED ACTIVITIES**

6.1. Funds appropriated by COMMISSION for the purpose of this Grant Agreement 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.

6.2. Funds appropriated by COMMISSION for the purpose of this Grant Agreement may not be used to influence voters to support or oppose any candidate, specific legislation, or ballot measure.

7. **PROGRAM EVALUATION AND REVIEW**

7.1. COMMISSION may evaluate the **Black Infant Health Initiative** and the program and services conducted by GRANTEE under this Grant Agreement on an ongoing basis throughout the Grant Period. Evaluations may include GRANTEE's compliance with the terms and conditions of this Grant Agreement, the effectiveness of GRANTEE's program planning and the effectiveness of the program's impact. GRANTEE shall participate in and cooperate with any such evaluation and, if applicable, activities related to an Institutional Review Board ("IRB") for the Protection of Human Subjects. GRANTEE shall ensure the cooperation of its subcontractors, employees, volunteers, staff and board members in any such evaluation to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION by GRANTEE during such evaluations. COMMISSION may modify the programs and services outlined in **Exhibit A** based upon evaluation results. COMMISSION may use evaluation results in its decisions regarding possible future agreements with GRANTEE.

7.2. GRANTEE shall participate in and cooperate with statewide evaluations of California Proposition 10 (1998) ("Proposition 10") efforts as requested by COMMISSION. GRANTEE shall be relieved of this participation obligation if GRANTEE provides COMMISSION with written notification that GRANTEE's participation would violate 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), federal, state or local laws, confidentiality agreements, or any GRANTEE policies related to the dissemination of confidential data. No release from the obligation to participate in statewide evaluations of Proposition 10 efforts shall release GRANTEE from its obligation to provide aggregate data or completed surveys about systems change and operations accomplished by GRANTEE, its lead agency or collaborative partners.

- 7.3. GRANTEE shall, at its own expense, participate in and cooperate with any financial or program audit activities required by COMMISSION, the County of Los Angeles ("County") or the State of California ("State") during the four (4) calendar years immediately following the expiration or termination of this Grant Agreement. GRANTEE shall maintain and keep confidential and secure, for a period of four (4) calendar years following the expiration or termination of this Grant Agreement, all records and documents associated with the programs and services conducted pursuant to this Grant Agreement, including case files and records, receipts, payroll records (including employee timesheets and timecards), client and user complaints, reports, other records required to be maintained by other provisions of this Grant Agreement and all fiscal records. GRANTEE shall maintain the records and documents in a place and manner reasonably accessible to COMMISSION, the County or the State and their respective auditors. At any time during GRANTEE's business hours and upon twenty-four (24) hours' notice by COMMISSION to GRANTEE, GRANTEE shall allow COMMISSION, its staff, contractors or auditors, access to evaluate, audit, inspect and monitor GRANTEE's facilities and program operations and the records and documents maintained in connection with this Grant Agreement. GRANTEE shall ensure the cooperation of its subcontractors, employees, volunteers, staff and board members in COMMISSION's evaluation, audit, inspection, and monitoring efforts to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION by GRANTEE during its evaluation, audit, inspection and monitoring efforts. COMMISSION's inspection methods may include: (i) on-site visits to GRANTEE's facilities; (ii) interviews of GRANTEE's staff and program participants; (iii) review, examination or audit of the records and documents; and (iv) inspection of GRANTEE's internal monitoring and evaluation system. COMMISSION may require that GRANTEE provide supporting documentation to substantiate GRANTEE's reported expenses and basic service level estimates of work completed by GRANTEE.
- 7.4. GRANTEE shall update the designated COMMISSION staff concerning the performance of services under this Agreement, including, if applicable, completing and submitting reports according to the time and manner required by COMMISSION. If required under the provisions of **Exhibit A**, GRANTEE shall submit reports and a Sustainability Plan, as applicable, to COMMISSION by the dates specified in **Exhibit A**. GRANTEE shall address reports and plans to the appropriate COMMISSION staff person and shall deliver them to the designated COMMISSION staff in hard copy, electronic format, or in such other format as requested by the designated COMMISSION staff. Reports and the Sustainability Plan, as applicable, are collectively incorporated into this Grant Agreement as **Exhibit F**. Reports shall contain basic service level estimates of work completed by GRANTEE per reporting period. Reports shall also detail the outcomes of the programs and services conducted by GRANTEE under this Grant Agreement. If required by COMMISSION, GRANTEE shall submit the reports through a secure Internet site provided by COMMISSION to GRANTEE. If applicable, the Sustainability Plan shall detail GRANTEE's sustainability activities pursuant to the programs and services conducted by GRANTEE under this Grant Agreement.
- 7.5. GRANTEE shall cause the performance of an annual financial statement and compliance audit by a certified public accountant licensed by the State of California, which audit shall cover the GRANTEE's fiscal year. GRANTEE shall make the audit available to COMMISSION on an annual basis within one hundred twenty (120) calendar days after the close of GRANTEE'S fiscal year and submit the audit to COMMISSION upon COMMISSION's request. If GRANTEE either fails to produce or submit an acceptable audit or make the audit available upon COMMISSION's request on or within one hundred twenty (120) calendar days after the close of GRANTEE'S fiscal year, or any COMMISSION approved extension of that one hundred twenty (120) calendar day period,

COMMISSION may (i) require that GRANTEE take immediate corrective actions or (ii) cause the performance of the audit at GRANTEE's expense.

7.6. GRANTEE 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.

8. **DATA, INFORMATION AND RECORDS**

8.1. Joint Ownership of Data and Information. The data and information collected by GRANTEE, in whatever form, shall be the joint property of the parties. To facilitate this joint ownership, GRANTEE shall provide data to COMMISSION at time intervals determined by the parties to be appropriate for GRANTEE's performance of work under this Grant Agreement. COMMISSION may internally use research findings and results generated from the data and information for planning purposes prior to GRANTEE's publication of the findings and results. Neither COMMISSION nor GRANTEE 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 Grant Agreement, GRANTEE shall deliver a copy of all collected data and information to the designated COMMISSION staff in hard copy, electronic format, or in such other format as requested by the designated COMMISSION staff.

8.2. 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 GRANTEE's results, conclusions or recommendations. COMMISSION shall attribute the collection and evaluation of the data and information to GRANTEE 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, GRANTEE shall acknowledge COMMISSION's participation and funding pursuant to Section 18 and shall provide COMMISSION with two (2) copies of the published material.

8.3. Confidential Data, Information and Records. GRANTEE shall design and maintain all data security and encryption necessary to secure confidential data and information collected in the performance of this Grant Agreement and confidential records, including records relates to this Grant Agreement and client records. GRANTEE shall employ reasonable procedures to assure that the details of any advertising campaigns developed under this Grant Agreement adhere to applicable federal, state and local confidentiality laws. GRANTEE shall be liable for any infringement of or misconduct involving any confidential data and information. The Parties shall comply with HIPAA (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the HITECH Act, which was enacted as part of ARRA (Pub. L. 111-5), as required, and implement adequate procedures to maintain confidential data and information. GRANTEE shall comply with all applicable state and federal laws governing the gathering, use and protection of personal information and the protection of human subjects, including the HIPAA Administrative Simplification Regulations and 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 GRANTEE is legally considered a Covered Entity and/or if GRANTEE conducts business with Covered Entities, GRANTEE shall comply with HIPAA, the HIPAA Administrative Simplification Regulations and the HITECH Act. GRANTEE shall add COMMISSION to all GRANTEE consent and release forms as the "LA Cty. Prop 10 Commn., its officials, officers, directors, agents, consultants and employees." GRANTEE shall immediately notify COMMISSION upon discovery of any breach of confidential data and information and of GRANTEE'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 Grant Agreement. If GRANTEE is a "covered entity" or "business associate," as the terms are defined under HIPAA, GRANTEE 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 C**.

- 8.4. GRANTEE shall require that its employees and agents conducting programs and services under this Grant Agreement comply with the confidentiality provisions of this Grant Agreement.

9. **MODIFICATION OF AGREEMENT DOCUMENTS**

9.1. Modifications to Grant Agreement. Except as otherwise provided in this Grant Agreement, this Grant Agreement 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 Grant Agreement. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Grant Agreement, 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 GRANTEE.

9.2. Proposed Program Modifications. GRANTEE shall submit proposed modifications to the programs and services conducted under this Grant Agreement, as outlined in **Exhibit A**, to COMMISSION for COMMISSION's prior approval.

9.3. Proposed Budget Modifications.

9.3.1. Informal Budget Modifications. GRANTEE may only make two (2) informal modifications to the budget, as set forth in **Exhibit B**, during the Grant Period at any time. GRANTEE may:

- a. Modify a cost category with a total of Five Thousand Dollars (\$5,000) or less dollars and incur expenses pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the invoice required under Section 10 of this Grant Agreement that explains the informal modification; or
- b. Modify a cost category with a total that is greater than Five Thousand Dollars (\$5,000) dollars and incur expenses that are less than or equal to ten percent (10%) of the amount of the total cost category pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the invoice required under Section 10 of this Grant Agreement that explains the informal modification.

9.3.2. Formal Budget Modification.

- a. Prior to incurring any costs, GRANTEE shall obtain COMMISSION's prior written approval, pursuant to a formal budget modification.
- b. A formal budget modification is 1) any modification to a 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 cost category; or 2) any modification to a cost category for which no dollar amount is budgeted.
- c. GRANTEE 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. GRANTEE shall not be permitted a formal budget modification during the first two (2) months or the last two (2) months of the Grant Period, unless authorized by COMMISSION staff.

- d. GRANTEE is only permitted two (2) approved formal budget modification requests during the Grant Period. COMMISSION's approval of a formal budget modification request will be contingent on GRANTEE's timely submission of documentation required by COMMISSION.

10. FINANCIAL REPORTING

Not later than the last business day of the month following the close of each quarterly invoice period, GRANTEE shall submit to COMMISSION invoices detailing a schedule of quarterly and year-to-date expenses incurred and paid ("actual expenses") by GRANTEE during the invoice period in conducting the programs and services required under this Grant Agreement and based upon the budget set forth in **Exhibit B**. 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 required under the provisions of **Exhibit A**, GRANTEE shall attach any final reports to GRANTEE's final invoice. An officer of GRANTEE shall verify each invoice under penalty of perjury. All properly completed invoices submitted by GRANTEE are collectively incorporated into this Grant Agreement as **Exhibit E** upon COMMISSION's receipt of each invoice. GRANTEE shall address invoices to the COMMISSION staff per the instructions provided on the invoice form provided to GRANTEE from COMMISSION. If there are any errors contained in any invoice submitted to COMMISSION, GRANTEE shall describe and explain the error in GRANTEE's subsequent invoice submitted to COMMISSION. COMMISSION shall review the invoices and notify GRANTEE within ten (10) business days of any disputed amounts. If GRANTEE fails to timely submit a properly completed invoice in accordance with this Section 10, 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. GRANTEE's submission of fraudulent invoices shall constitute a material breach of this Grant Agreement.

11. MATCHING FUNDS, PAYMENTS AND EXPENDITURES

11.1. Matching Funds. GRANTEE shall advise COMMISSION of the source and amount of all matching funds used to provide the programs and services required under this Grant Agreement.

11.2. Payments. COMMISSION shall pay GRANTEE in accordance with the budget set forth in **Exhibit B** and the terms set forth in this Section 11. COMMISSION's total payments to GRANTEE shall not exceed the Grant Amount and GRANTEE shall not receive full payment of the Grant Amount prior to the expiration or termination of this Grant Agreement.

11.2.1. Payments to GRANTEE. Provided that GRANTEE is in full compliance with all provisions of this Grant Agreement and is not in material breach of this Grant Agreement, COMMISSION shall pay all undisputed actual expense invoice amounts within thirty (30) calendar days following COMMISSION's receipt of GRANTEE's properly completed invoice. COMMISSION shall make checks payable to GRANTEE or the Payee, as listed in Section 32. GRANTEE shall restrict its use of all payments made to GRANTEE by COMMISSION under this Grant Agreement to GRANTEE's conduct of the programs and services outlined in Exhibit A. GRANTEE shall use payments made to GRANTEE by COMMISSION under this Grant Agreement to supplement existing levels of service and not to fund existing levels of service.

11.2.2. Final Payment to GRANTEE. Provided that GRANTEE is in full compliance with all provisions of this Grant Agreement and is not in material breach of this Grant Agreement, COMMISSION shall pay all undisputed actual expense final invoice amounts within thirty (30) calendar days following COMMISSION's receipt of GRANTEE's properly completed final invoice minus the amount of any unmet matching funds, if applicable.

11.2.3. Accounting. If COMMISSION reasonably believes it has overpaid GRANTEE, or if GRANTEE fails to timely submit the documents required pursuant to this Grant Agreement,

COMMISSION may seek a financial accounting of GRANTEE and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.

11.3. Expenditures by GRANTEE. GRANTEE shall make all expenditures under this Grant Agreement in accordance with the budget set forth in **Exhibit B** and this Section 11.

11.3.1. If applicable, GRANTEE shall complete all activities under the "Capital Improvement/Renovations" cost category within the first year of this project. GRANTEE shall submit all adjustment to this cost category to the designated COMMISSION staff for approval. GRANTEE shall be solely responsible for compliance with all applicable land use, permitting, environmental, contracting and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code. Any requests for exceptions to the requirements of this Section 11.3.1. shall require prior notification by GRANTEE to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.

11.3.2. If applicable, GRANTEE shall complete all purchases under the "Equipment" cost category within year one of this project. Any requests for exceptions to the requirements of this Section 11.3.2. shall require prior notification by GRANTEE to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.

11.3.3. If applicable, GRANTEE shall calculate all expenses under the "Space and Telephone" cost category based on a reasonable allocation methodology.

11.3.4. GRANTEE's indirect costs shall be limited to ten percent (10%) of GRANTEE's personnel costs, excluding fringe benefits. Indirect costs exceeding the ten percent (10%) are GRANTEE's sole responsibility.

12. SUPLANTING

12.1. GRANTEE, its officials, officers, directors, employees, agents, subcontractors or assignees shall not supplant state, county, local or other governmental general fund money with payments made by COMMISSION to GRANTEE under this Grant Agreement. GRANTEE may use payments made by COMMISSION to GRANTEE under this Grant Agreement to supplement existing efforts, support innovation, identify best practices and promote systems change.

12.2. No COMMISSION payments made under this Grant Agreement shall be used for any existing project or program funded by local general funds unless GRANTEE demonstrates to COMMISSION that the payments will be used to fund a program that has been terminated or to solely supplement an existing project or program, and not to supplant existing funding.

13. ACCOUNTING

13.1. GRANTEE shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").

13.2. GRANTEE shall provide timely notification to COMMISSION of any major changes to GRANTEE's financial system that may impact the programs or services conducted under this Grant Agreement.

14. TANGIBLE REAL AND PERSONAL PROPERTY

14.1. Records. GRANTEE shall maintain a record for each item of tangible real or personal property valued in excess of Five Hundred Dollars (\$500.00) acquired with payments made by COMMISSION to GRANTEE pursuant to this Grant Agreement. The records shall include the

model number, serial number, legal description (if applicable), cost, invoice or receipt, date acquired and date and manner disposed of, if applicable. COMMISSION may, on an annual basis, request updated records from GRANTEE for all personal property acquired with payments made by COMMISSION to GRANTEE under this Grant Agreement.

- 14.2. Ownership. At COMMISSION's option, all items of tangible real or personal property purchased with payments made by COMMISSION to GRANTEE under this Grant Agreement shall become COMMISSION's property upon the expiration or termination of this Grant Agreement. COMMISSION shall exercise its option to retain items of tangible real or personal property within the thirty (30) calendar days immediately preceding and following the expiration or termination of this Grant Agreement. Notwithstanding the foregoing, GRANTEE may request, and COMMISSION may in its sole discretion approve or deny, that GRANTEE retain custody, control or sole ownership of specified items of tangible personal property acquired with payments made by COMMISSION to GRANTEE pursuant to this Grant Agreement following the expiration or termination of this Grant Agreement, so long as GRANTEE demonstrates that GRANTEE will use the tangible personal property for purposes consistent with COMMISSION's mission and statutory authority.

15. **PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES ("MAA")**

With the COMMISSION's prior approval, GRANTEE may voluntarily participate in the Medi-Cal Administrative Activities ("MAA") Program implemented by COMMISSION under the governance of the County of Los Angeles Local Governmental Agency (the "County") during the Grant Period. If GRANTEE voluntarily participates in the MAA Program, GRANTEE shall sign the Medi-Cal Administrative Activities (MAA) Form, attached hereto as **Exhibit D**, and perform the MAA Activities detailed in **Exhibit D** on behalf of the State of California Department of Health Care Services ("CDHCS") and the County and as approved by COMMISSION and the County. **Exhibit D** is incorporated into this Grant Agreement upon its execution by GRANTEE.

16. **INDEPENDENT CONTRACTOR**

GRANTEE is, and shall at all times remain as to COMMISSION, a wholly independent contractor. GRANTEE 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 GRANTEE or any of GRANTEE's employees, except as set forth in this Grant Agreement. GRANTEE 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. GRANTEE agrees to pay all required taxes on amounts paid to GRANTEE under this Grant Agreement, 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 Grant Agreement. GRANTEE shall fully comply with the workers' compensation law regarding GRANTEE and GRANTEE's employees. GRANTEE shall indemnify and hold COMMISSION harmless from any failure of GRANTEE to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to GRANTEE under this Grant Agreement any amount due to COMMISSION from GRANTEE as a result of GRANTEE's failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Section 16.

17. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

GRANTEE 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 GRANTEE's services under this Agreement, 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 Agreement, GRANTEE shall retain the right to perform similar services not related to the COMMISSION for other clients, but GRANTEE 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 Agreement to any

COMMISSION grantee, collaborator, partner or contractor with which the GRANTEE 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 the Executive Director's designee. GRANTEE 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 GRANTEE is not currently performing work that would require GRANTEE 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 Agreement pursuant to a conflict of interest statute. GRANTEE shall maintain the confidentiality of any confidential information obtained from COMMISSION during the term of this Agreement and shall not use such information for personal or commercial gain outside of the scope of this Agreement. The term "confidential information" shall mean any and all information that is disclosed by COMMISSION to GRANTEE 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. GRANTEE 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 Black Infant Health Program without the prior written consent of COMMISSION's Executive Director or the Executive Director's designee.

18. FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS

- 18.1. GRANTEE 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 GRANTEE pursuant to this Agreement that the programs and services are funded by COMMISSION. GRANTEE shall ensure that the COMMISSION funding attribution in promotional materials, activities and publications developed in support of the program and services conducted by GRANTEE pursuant to this Agreement conform to the formatting requirements outlined in 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 GRANTEE pursuant to this Agreement, GRANTEE shall include, in a prominent location that conforms to the COMMISSION's Style Guide, the COMMISSION's logo and the statement "Funded in part by First 5 LA" and shall provide COMMISSION staff with material for review and approval prior to distribution (either as a print publication or via digital distribution).
- 18.2. If applicable to the performance of this Agreement, GRANTEE shall also prominently display all COMMISSION supplied promotional materials, such as educational posters, banners, brochures and fliers at project and program sites.

19. PROPRIETARY RIGHTS

COMMISSION and GRANTEE agree that all literary, artistic and intellectual works, including software, materials, published documents or reports created by GRANTEE in the performance of this Grant Agreement are works made for hire. COMMISSION shall own the copyright in all works made for hire. GRANTEE shall not file an application for copyright registration of the works made for hire. GRANTEE may retain a copy of all working papers prepared by GRANTEE pursuant to this Grant Agreement. COMMISSION may make copies of and use all working papers prepared by GRANTEE pursuant to this Grant Agreement and the information contained therein. At COMMISSION's sole discretion, GRANTEE may consent to and participate financially in any licensing or sales agreement relating to literary, artistic and intellectual works created by GRANTEE pursuant to this Grant Agreement. GRANTEE represents and warrants that literary, artistic and intellectual works created by GRANTEE in the performance of this Agreement 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, GRANTEE shall defend, indemnify and hold harmless Indemnitees, as defined in Section 21, 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.

20. INSURANCE

20.1. GRANTEE, at its own expense, shall obtain and maintain at all times during the term of this Grant Agreement 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:

20.1.1. 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.

20.1.2. If GRANTEE's performance under this Agreement will include services provided to persons under the age of 18, coverage for sexual misconduct (including by definition sexual molestation, abuse and harassment) with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the Aggregate. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement. GRANTEE shall maintain this insurance for five (5) years after the completion of GRANTEE's programs and services under this Agreement. If the coverage is cancelled or non-renewed and not replaced with another claims-made policy with a retroactive and continuity dates prior to the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement, GRANTEE must purchase extended reporting coverage for a minimum of five (5) years after the completion of GRANTEE's programs and services under this Agreement.

20.1.3. 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. For vehicles funded by this Grant Agreement that COMMISSION has an ownership interest in, automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of one thousand dollars (\$1,000) per accident and COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.

20.1.4. 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.

20.1.5. When the law establishes a professional standard of care for GRANTEE's services or if the services or a portion of the services performed by GRANTEE involves the use of professional knowledge, Professional Liability coverage with a minimum limit of one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) in annual Aggregate. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement. GRANTEE shall maintain the insurance for three (3) years after the completion of GRANTEE's programs and services under this Agreement 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 Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement, GRANTEE must purchase extended reporting coverage for a minimum of three (3) years after the completion of GRANTEE's programs and services under this Agreement.

- 20.1.6. If COMMISSION has insurable interest under this Agreement and equipment purchased is valued at five thousand dollars (\$5,000) or more, Property Liability coverage on real and personal property on a replacement cost basis, written on a Special Form Causes of Loss and with a maximum deductible of one thousand dollars (\$1,000) per occurrence.
- 20.1.7. Excess Liability insurance with minimum limits of [X] million dollars (\$X,000,000) per occurrence and in the Aggregate and shall provide these limits in excess of the required Commercial General Liability, Business Auto Liability and Employer's Liability as shown.
- 20.2. The policies of insurance required under this Section 20 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.
- 20.3. 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.
- 20.4. The following endorsements are required by the COMMISSION:
 - 20.4.1. The Commercial General Liability, Business Auto Liability and Excess 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 from the operations and uses performed by or on behalf of GRANTEE.
 - 20.4.2. The Commercial General Liability, Auto Liability and Excess 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.
 - 20.4.3. COMMISSION shall be named as Loss Payee under the Property coverage policy, as COMMISSION's interest may appear.
 - 20.4.4. No policies of insurance provided to comply with this Section 20 shall prohibit GRANTEE, or GRANTEE's employees or agents, from waiving the right of subrogation prior to a loss. GRANTEE waives any right of subrogation that GRANTEE or GRANTEE's insurer may acquire against COMMISSION. GRANTEE shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy as required by Section 20.1.4. shall include a waiver of subrogation endorsement as required in this Section 20.4.3. GRANTEE's failure to provide COMMISSION with a waiver of subrogation endorsement from GRANTEE's insurer(s) shall not relieve GRANTEE of its obligations under this Section 20.5.
- 20.5. Should the policies of insurance required under this Section 20 be suspended, voided, modified, terminated or non-renewed, GRANTEE will provide thirty (30) days' prior written notice to COMMISSION, excepting only for non-payment of premium, in which case GRANTEE shall provide ten (10) days' written notice to COMMISSION. If the policies of insurance required under this Section 20 are suspended, voided, modified, terminated or non-renewed, GRANTEE 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.
- 20.6. The requirements of specific coverage features or limits contained in this Section 20 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.
 - 20.7. The requirements of this Section 20 shall supersede all other sections and provisions of this Grant Agreement to the extent that any other section or provision conflicts with or impairs this Section 20.
 - 20.8. All insurance coverage and limits provided by GRANTEE and available and applicable to this Grant Agreement shall apply to the fullest extent of the policies. Nothing in this Grant Agreement shall be interpreted as limiting the application of insurance coverage as required under this Section 20.
 - 20.9. GRANTEE or GRANTEE's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION at the address set forth in Section 33 prior to GRANTEE's performance of services under this Grant Agreement. 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 Grant Agreement in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.
 - 20.10. Renewal Certificates shall be provided not less than ten (10) calendar days prior to GRANTEE's policy expiration dates. COMMISSION, at any time, may request and obtain from GRANTEE complete, certified copies of any insurance policies required of CONTRACTOR under this Section 20.
 - 20.11. GRANTEE may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section 20 subject to the approval of COMMISSION's Executive Director's or his or her designee. Copies of GRANTEE's audited financial statements to support any self-insurance or other financial documents may be required by COMMISSION. GRANTEE shall submit to COMMISSION a copy of the self-insured certificate and evidence of the authorized third-party administrator of the self-insured program.
 - 20.12. GRANTEE shall include all subcontractors as insureds under GRANTEE's own policies or shall require all subcontractors performing services under this Grant Agreement to comply with all insurance requirements set forth in this Section 20. GRANTEE shall obtain certificates or other evidence of insurance coverage and copies of all required endorsements from all subcontractors and assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Section 20.
 - 20.13. GRANTEE's failure to maintain the policies of insurance required under this Section 20 shall constitute a material breach of this Grant Agreement for which COMMISSION may withhold final payment to GRANTEE until such time as GRANTEE complies with the insurance requirements contained in this Section 20 may terminate this Grant Agreement pursuant to Section 30 of this Grant Agreement or secure alternate insurance at GRANTEE'S expense
 - 20.14. GRANTEE also shall promptly report to COMMISSION any injury or property damage accident or incident, including any injury to a GRANTEE's employee occurring at a COMMISSION sponsored event, and any loss, disappearance, destruction, misuse, or theft of COMMISSION property, monies or securities entrusted to GRANTEE. GRANTEE 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 Grant Agreement, and could result in the filing of a claim or lawsuit against GRANTEE and/or COMMISSION.

21. INDEMNIFICATION

- 21.1. Indemnity for Professional Liability. When the law establishes a professional standard of care for the GRANTEE's services or if the services or a portion of the services performed by GRANTEE involves the use of professional knowledge, and to the fullest extent permitted by law, GRANTEE 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 GRANTEE, its officials, officers, directors, agents, employees, subcontractors, or any entity or individual that GRANTEE bears legal liability thereof, in the performance of professional services under this Grant Agreement. GRANTEE 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.
- 21.2. Indemnity for Other than Professional Liability. To the fullest extent permitted by law, GRANTEE 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 GRANTEE's performance of this Grant Agreement, 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. GRANTEE 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.
- 21.3. Survival. The terms of this Section 21 shall survive the expiration or termination of this Grant Agreement.

22. ASSIGNMENTS AND DELEGATION

GRANTEE may not assign any of its rights or delegate any of its duties under this Agreement without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. If COMMISSION consents to GRANTEE's subcontracting of all or a portion of this Agreement, GRANTEE shall submit to COMMISSION all proposed subcontractors and/or a copy of the subcontract or memorandum of understanding between GRANTEE and the subcontractor if required by the designated COMMISSION staff for COMMISSION's prior review and approval. GRANTEE 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 GRANTEE from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this provision is void and will entitle COMMISSION to terminate this Agreement. As used in this Section 22, "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 Agreement 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 GRANTEE's corporate structure, governing body or management.

23. COMPLIANCE WITH APPLICABLE LAWS

- 23.1. GRANTEE shall conform to and abide by all applicable federal, state and local laws, ordinances, codes and regulations, and licensing and accrediting authorities, in the performance of this Grant Agreement. GRANTEE's failure to comply with such laws, ordinances, codes, regulations and authorities shall be deemed a material breach of this Grant Agreement.
- 23.2. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the Americans With Disabilities Act, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination with respect to any programs or services provided by GRANTEE pursuant to this Grant Agreement.
- 23.3. In accordance with Los Angeles County Municipal Code Section 4.32.010 *et seq.*, GRANTEE certifies and agrees that all persons employed by GRANTEE, its satellites, subsidiaries, or holding companies are and will be treated equally by GRANTEE without the regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.
- 23.4. If applicable to the provision of programs and services under this Grant Agreement, GRANTEE shall comply with Public Contracts 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.
- 23.5. If applicable to the provision of programs and services under this Grant Agreement, GRANTEE shall comply with Public Contracts 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. GRANTEE may give preference to suppliers of recycled products and may define the amount of this preference.

24. NON-DISCRIMINATION IN EMPLOYMENT

GRANTEE shall take affirmative steps to employ qualified applicants and hereby certifies and agrees that all employees are and will be treated equally during employment without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap in compliance with all applicable Federal and State non-discrimination laws and regulations. The terms of this Section 24 apply to, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. GRANTEE shall treat its subcontractors, bidders and vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap. Upon COMMISSION's request, GRANTEE shall provide access to COMMISSION'S representatives to inspect GRANTEE's employment records during GRANTEE's regular business hours in order to verify compliance with the provisions of this Section 24.

25. CRIMINAL CLEARANCE

For the safety and welfare of any children to be served under this Grant Agreement, GRANTEE shall, as permitted by law, ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors, especially for those listed in **Exhibits A** and **B**, including GRANTEE's administrative staff performing under this Grant Agreement who may come in contact with children in the course of GRANTEE's performance of the programs and services required under to this Grant Agreement, and maintain the records in each person's file. Within thirty (30) calendar days after GRANTEE ascertains a conviction record, GRANTEE shall notify COMMISSION of any arrest or

subsequent conviction, excluding convictions for minor traffic offenses, of any employee, independent contractor, volunteer or subcontractor who comes into contact with children while conducting programs and services required under this Grant Agreement. GRANTEE shall not engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including the offenses specified in California Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following California Penal Code sections or any future California Penal Code sections that address these crimes: (1) Section 261.5 (unlawful sexual intercourse with a minor); (2) Section 272 (causing, encouraging or contributing to delinquency of person under age 18); (3) Section 273a (willful harm or injury to child or child endangerment); (4) Section 273ab (assault resulting in death of child under 8 years of age); (5) Section 273d (infliction of corporal punishment or injury on child resulting in traumatic condition); (6) Section 273g (degrading, lewd, immoral or vicious practices in the presence of children); (7) Section 286 (sodomy); (8) Section 288 (lewd or lascivious acts upon the body of a child under age 14); (9) Section 288a (oral copulation); (10) Section 314 (indecent exposure); (11) Section 647 (disorderly conduct, including lewd conduct, prostitution, loitering and intoxication in a public place); and (12) Section 647.6 (annoyance of or molesting a child under age 18).

26. GRANTEE RESPONSIBILITY AND DEBARMENT

26.1. Responsibility. GRANTEE shall timely notify COMMISSION of any material changes in GRANTEE's primary funding sources or overall organization funding that may impact GRANTEE's ability to successfully conduct the programs and services required under this Grant Agreement. It is COMMISSION's intent to contract with responsible entities. GRANTEE shall notify COMMISSION if GRANTEE is debarred, suspended, proposed for debarment, or declared ineligible by any federal, state or local funding agency. GRANTEE shall notify COMMISSION if GRANTEE's license or certification, as applicable, has been revoked or suspended. GRANTEE shall notify COMMISSION within the (10) business days of receipt of notification that GRANTEE is subject to any proposed or pending debarment, suspension, indictments, termination or revocation of license or certificate.

26.2. Debarment.

26.2.1. If COMMISSION acquires information concerning GRANTEE's performance under this Grant Agreement that indicates to COMMISSION that GRANTEE is not responsible, COMMISSION may, in addition to other remedies provided under this Grant Agreement, debar GRANTEE from bidding on COMMISSION's requests for proposals for a specified period of time and terminate any or all existing agreements that GRANTEE may have with COMMISSION.

26.2.2. COMMISSION may debar GRANTEE pursuant to **Exhibit C** if it finds, in its reasonable discretion, that GRANTEE has done, without limitation, any of the following: (1) violated any significant terms or conditions of this Grant Agreement; (2) committed an act or omission that negatively reflects on GRANTEE's quality, fitness or capacity to perform under this Grant Agreement with COMMISSION or any other public entity, or engaged in a pattern or practice that negatively reflects on the same; (3) committed an act or offense that indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

26.2.3. If there is evidence that GRANTEE may be subjected to debarment pursuant to **Exhibit C**, COMMISSION will notify GRANTEE in writing of the evidence that is the basis for the proposed debarment.

26.2.4. GRANTEE's debarment shall constitute a material breach of this Grant Agreement.

27. **NON-COMPLIANCE**

COMMISSION may impose sanctions on GRANTEE for GRANTEE'S non-compliance under this Grant Agreement in accordance with **Exhibit C**. COMMISSION shall deem GRANTEE non-compliant due to any of the following: 1) GRANTEE's failure to comply with the terms and provisions of this Grant Agreement; or 2) GRANTEE's failure to effectively implement and manage the COMMISSION-funded program or failure to submit a product or deliverable or provide a service, as described in **Exhibit A**.

28. **INTERPRETATION AND ENFORCEMENT OF GRANT AGREEMENT**

- 28.1. **Severability**. If a court or an arbitrator of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Grant Agreement shall not be affected.
- 28.2. **Governing Laws, Jurisdiction and Venue**. This Grant Agreement, and any dispute arising from the relationship between the Parties to this Grant Agreement, shall be governed by California law. Any dispute that arises under or relates to this Grant Agreement (whether contract, tort or both) shall be resolved in a state court in Los Angeles County, California.
- 28.3. **Waiver**. No delay or omission to exercise any right, power or remedy accruing to COMMISSION under this Grant Agreement 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 Grant Agreement 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.
- 28.4. **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.
- 28.5. **Headings**. The headings in this Grant Agreement are included solely for convenience or reference and shall not affect the interpretation of any provision of this Grant Agreement or any of the rights or obligations of the Parties of this Grant Agreement.
- 28.6. **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 Grant Agreement.
- 28.7. **Attorney Fees**. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Grant Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Grant Agreement, 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.

29. **INFORMATION TECHNOLOGY REQUIREMENTS**

29.1. If applicable to the programs and services conducted under this Grant Agreement, GRANTEE shall coordinate with COMMISSION's Information Technology ("IT") Department regarding the design, development, structure and implementation of IT components required under this Grant Agreement, including databases, documents and spreadsheets, and apply, as appropriate, the following IT specifications:

29.1.1. Hardware and Software compatibility with industry hardware, software and security standards to allow adequate compatibility with COMMISSION's infrastructure.

- 29.1.2. Open Data Base Connectivity (“ODBC”) compliant for data collection and dissemination purposes.
- 29.1.3. Ability to collect information at the client-level, as necessary.
- 29.1.4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
- 29.1.5. Ability to export to and import the data collected.
- 29.2. GRANTEE shall timely notify COMMISSION of any major problem with GRANTEE’s hardware or software that may impact GRANTEE’s provision of the programs and services required under this Grant Agreement.

30. **TERMINATION OF GRANT AGREEMENT**

- 30.1. Termination without Cause. COMMISSION may terminate this Grant Agreement by giving written notice to GRANTEE at least thirty (30) calendar days before the termination is to be effective. COMMISSION shall compensate GRANTEE for actual expenses incurred up to the effective date of termination in accordance with Sections 10 and 11 of this Grant Agreement. After receipt of notice of termination, and except as otherwise directed by COMMISSION, GRANTEE shall, to the extent possible, continue to conduct the programs and services required under this Grant Agreement until the effective date of termination. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION final reports. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Grant Agreement under this Section 30.1.
- 30.2. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Grant Agreement, COMMISSION shall not be obligated for GRANTEE’s performance under this Grant Agreement or by any provision of this Grant Agreement during any of COMMISSION’s future fiscal years unless and until COMMISSION appropriates funds for this Grant Agreement in the COMMISSION’s budget for each such future fiscal year. In the event that funds are not appropriated for this Grant Agreement, then this Grant Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COMMISSION shall notify GRANTEE in writing of any such non-allocation of funds at the earliest possible date. COMMISSION shall not be liable to GRANTEE for damages of any kind, including incidental or consequential damages, resulting from the termination of this Grant Agreement under this Section 30.2.
- 30.3. Termination for Cause. COMMISSION may terminate this Grant Agreement for cause, effective immediately, by giving written notice to GRANTEE. For purposes of this Grant Agreement “cause” includes GRANTEE’s material breach of this Grant Agreement, GRANTEE’s failure to provide the programs and services required under **Exhibit A** in a satisfactory manner, or GRANTEE’s, or its employees’, subcontractors’ or agents’ mismanagement or misuse of funds paid to GRANTEE by COMMISSION under this Grant Agreement. COMMISSION shall compensate GRANTEE for actual expenses incurred up to the effective date of termination in accordance with Sections 10 and 11 of this Grant Agreement. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION final reports. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Grant Agreement under this Section 30.3.

31. **SURVIVAL CLAUSE**

Notwithstanding the Term of this Grant Agreement, all terms and conditions set forth in **Exhibit A** related to the delivery of any required report to COMMISSION by GRANTEE shall survive the expiration or

termination of this Grant Agreement. GRANTEE shall prepare and provide to COMMISSION all reports required under **Exhibit A** at no additional cost to COMMISSION.

32. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

- 32.1. COMMISSION's payment obligations pursuant to this Grant Agreement are payable solely from funds appropriated by COMMISSION for the purpose of this Grant Agreement. GRANTEE shall have no recourse to any other funds allocated to or by COMMISSION. GRANTEE acknowledges that the funding for this Grant Agreement is limited to the Grant Period only, with no future funding promised or guaranteed.
- 32.2. COMMISSION and GRANTEE expressly agree that full funding for this Grant Agreement over the Grant Period 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 the 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 Grant Agreement at a level that is generally proportionate to the elimination or reduction in the COMMISSION's receipt of Proposition 10 tax revenues.

33. NOTICES

- 33.1. Notices. Except as otherwise required of GRANTEE by COMMISSION, all notices, consents, requests, demands, reports, invoices or other communications required under this Grant Agreement 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, 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 either United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To GRANTEE:

Program Contact Person	Telephone	E-mail
Pamela Shaw	562-570-4208	pamela.shaw@longbeach.gov
Fiscal Contact Person	Telephone	E-mail
JoAnn Smith	562-570-4098	joann.smith@longbeach.gov
Agency Name	City of Long Beach Department of Health and Human Services	
Name of Payee (if different from above)		
Agency Address	2525 Grand Avenue Long Beach, CA 90815	
Agency Address for Payment (if different from above)	Attention: Support Services, Room 280	

To COMMISSION:

FIRST 5 LA
Attention: Kim Belshé, Executive Director
750 North Alameda Street, Suite 300
Los Angeles, California 90012

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

34. **TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this Grant Agreement 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 Grant Agreement.

35. **AUTHORIZATION WARRANTY**

GRANTEE represents and warrants that the signatories to this Grant Agreement are fully authorized to obligate GRANTEE under this Grant Agreement and that GRANTEE has accomplished all corporate acts necessary for the execution of this Grant Agreement.

[SIGNATURE PAGE FOLLOWS]

36. **AGREEMENT SIGNATURES**

The Parties, through their respective duly authorized signatories, are signing this Grant Agreement on the date set forth above.

GRANTEE:

City of Long Beach
2525 Grant Avenue,
Los Angeles, CA 90815

Agreed & Accepted:

Patrick H. West, City Manager

PRINT NAME and TITLE of AUTHORIZED SIGNATORY



SIGNATURE

Patrick West / City Manager

PRINT NAME and TITLE of AUTHORIZED SIGNATORY

APPROVED AS TO FORM

6/18, 2015

SIGNATURE

**NOTE: IF GRANTEE IS A CORPORATION,
TWO SIGNATURES MAY BE REQUIRED**

CHARLES PARKIN, City Attorney

By _____



LINDA T. VU
DEPUTY CITY ATTORNEY

AND

COMMISSION:

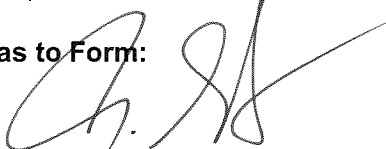
LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST -
PROPOSITION 10 COMMISSION (aka FIRST 5 LA)
750 North Alameda Street, Suite 300
Los Angeles, California 90012

Agreed & Accepted:



KIM BELSHÉ, EXECUTIVE DIRECTOR

Approved as to Form:



CRAIG A. STEELE, LEGAL COUNSEL

AGREEMENT # 07500

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST

PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)

GRANT AGREEMENT – EXHIBIT A – PERFORMANCE MATRIX

For

Black Infant Health Initiative

FOR THE PERIOD

July 1, 2015 to June 30, 2016

EXHIBIT A – Performance Matrix

Contract Number: **07500** Contract Period: **7/01/2015 – 6/30/2016**
 Agency Name: **City of Long Beach Department of Health & Human Services** Revision Date:
 Project Name: **Black Infant Health Program**
 Project Length: **5 years (7/01/14 – 6/30/2019)**

Project Description:	<p>The Black Infant Health (BIH) Program will strive to achieve the Healthy People 2020 goals to reduce African American maternal and infant health disparities by increasing social support and empowerment to mitigate the impact of chronic stress and improve health and wellness; improving women's health including maternal and infant health throughout the life course; and engaging the community to help improve maternal and infant health.</p> <p>This program serves African-American women who live or deliver in Long Beach, are 18 years or over and pregnant at 26 weeks or less. The program will provide an intake assessment on each participant to assess for medical and social needs and risk factors including pregnancy history, family violence, substance use, depression, homelessness, access to health care, and breastfeeding readiness. A plan of care will be developed for each participant based on the assessment, and appropriate education and referrals will be provided.</p> <p>Group education sessions are provided to participants, including a 10-week prenatal class series and a 10-week postpartum class series utilizing the California Department of Public Health (CDPH) BIH curriculum, as well as classes on lactation, child passenger safety, and SIDS prevention. Education, case management, and care coordination will be provided to all participants utilizing a variety of staff including a Public Health Nurse, Social Worker, and para-professional Family Health Advocates. Participants can only enter the program prenatally at 26 weeks gestation or less and can remain throughout the 10-week prenatal session series followed by the 10-week post partum session series. BIH participants' cases are expected to be closed within 60 days of the last postpartum group. The 60 days are focused on finalizing the participant's Life Plan and transitioning the participant to any additional services.</p>
-----------------------------	--

Performance Objectives	Due Date Date Objective will be completed.	Quantity by Quarter			
		Q1 (Jul-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
<p>1. PARTICIPANT INTAKE</p> <p>1a. New participants: Enroll a minimum of 70 new participants into the BIH program. Participants can only enter the program prenatally at 26 weeks gestation or less. An interdisciplinary team will provide an intake assessment, develop a plan of care, and provide education and referrals to needed services for all new participants. Participants will be required to attend both Prenatal and Postpartum Group Series. Consent forms will be obtained from all participants allowing the release of their information to First 5 LA.</p> <p>1b. Rollover participants: BIH participants that completed the Prenatal series in the previous year will continue to the Postpartum series this year. Report (R) on number of rollover clients that enroll into a Postpartum Series scheduled in Q2 and Q4.</p>	6/30/2016	10	10	25	25
	6/30/2016	N/A	R	N/A	R

EXHIBIT A – Performance Matrix

Performance Objectives	Due Date Date Objective will be completed.	Quantity by Quarter			
		Q1 (Jul-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
<p>Measurable, observable, and attainable objectives including: (1) Outcomes –Changes in health/mental health status, developmental status, attitudes, behaviors, knowledge, skills, practices, or policies; (2) Outputs -- The direct result of activities and typically expressed as the number or scope of services and/or products that are delivered or produced; and/or, (3) Major Deliverables -- Tangible products that are submitted in fulfillment of contract requirements.</p> <p>1c. Report on number of women that have phased out of the BIH Program (completion, voluntary exit, dropped, timed out). Participants will be closed within 60 days of the last postpartum group. The 60 days are focused on finalizing the participant's Life Plan and transitioning the participant to any additional services. Also, participants who fail to enroll and/or fail to continue in a group session following initial enrollment may receive 60 days of brief case management prior to case closure.</p>	6/30/2016	R	R	R	R
<p>2. CASE MANAGEMENT (2 = 2a + 2b) (Report this number in the online F5LA MY and YE Report.) Maintain a caseload of at least 40 active participants¹. Report on number of unduplicated clients served to date in Q1 (7/01/15-9/30/15), Q2 (7/01/15-12/31/15), Q3 (7/01/15-3/30/16), and Q4 (7/01/15-6/30/16) Reports. Report on ethnicity and language of unduplicated participants served to date in the online MY and YE Reports.</p>	6/30/2016	40	40	40	40
<p>2a. Report on number of unduplicated participants receiving Case Management with Group Attendance to date in Q1 (7/01/15-9/30/15), Q2 (7/01/15-12/31/15), Q3 (7/01/15-3/30/16), and Q4 (7/01/15-6/30/16) Reports.</p>	6/30/2016	R	R	R	R
<p>2b. Report on number of unduplicated participants receiving Case Management with NO Group Participation² to date in Q1 (7/01/15-9/30/15), Q2 (7/01/15-12/31/15), Q3 (7/01/15-3/30/16), and Q4 (7/01/15-6/30/16) Reports. Participants who fail to enroll in a group session following initial enrollment may receive 60 days of brief case management prior to case closure. (Participants may not be able to participate in group because of unforeseen and unintended barriers such as pre-term labor and/or bedrest requirements.)</p>	6/30/2016	R	R	R	R

¹ Active participants include any participant who has given written consent for program enrollment and is participating in group sessions, has completed series of group sessions, will be starting group sessions, or who is unable to attend group sessions due to scheduling conflicts but is in need of case management services in order to link participant to services that will improve health outcomes. Case management services include individual face-to-face participant contacts either in person or by phone, to address issues identified during assessment and included in the Individual Participant Plan. BIH Social worker will screen all participants at intake and consult with BIH Public Health Nurse regarding BIH participants who are assessed as having substance use or mental health issues, or complex medical issues, so that professional medical staff can provide education on the importance of receiving appropriate interventions, refer for services, and follow-up with participant to ensure appropriate linkages in collaboration. Additional PHN and Social Worker hours will be added to the program in order to provide case management and linkage to mental health services to more BIH participants.

² **Note:** There is no objective to enroll "case-management only" participants into the BIH revised model. It is our objective to enroll each woman into a prenatal group intervention series within 30 days of entry. However, a subset of "case-management only" women develops when enrolled women (for a variety of reasons) cannot keep their commitment to begin or continue a group series. In such cases, the woman may receive 60 days of complementary case management prior to case closure. Case management services may result in the referral of these women to other local programs and services more suitable to their circumstances and/or needs. Based on State guidelines, the number of women receiving "case-management only" services should not exceed 10% of the entire BIH caseload at any time.

EXHIBIT A – Performance Matrix

Performance Objectives	Due Date Date Objective will be completed.	Quantity by Quarter			
		Q1 (Jul-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
<p>Measurable, observable, and attainable objectives including: (1) Outcomes –Changes in health/mental health status, developmental status, attitudes, behaviors, knowledge, skills, practices, or policies; (2) Outputs -- The direct result of activities and typically expressed as the number or scope of services and/or products that are delivered or produced; and/or, (3) Major Deliverables -- Tangible products that are submitted in fulfillment of contract requirements.</p> <p>3. GROUP INTERVENTION SCHEDULED Prenatal and Postpartum Group Series will be scheduled throughout the year. Each group series lasts 10 weeks (one 3-hour session each week). All participants are required to enroll into a Prenatal group and must attend both Prenatal and Postpartum group series.</p>					
3a. Prenatal Group Series: 10 Prenatal Group Series are scheduled throughout the year.	6/30/2016	3	2	3	2
3b. Postpartum Group Series: 2 Postpartum Group Series are scheduled throughout the year. (An additional Postpartum Group Series may be scheduled in Q2 if more slots are needed.)	6/30/2016	N/A	1	N/A	1
4. GROUP INTERVENTION ENROLLMENT					
4a. Prenatal Group Series Enrollment A minimum of 7 participants will be enrolled into each group. Report on unduplicated number of mothers first enrolled into a Prenatal group series	6/30/2016	21	14	21	14
4b. Postpartum Group Series Enrollment A minimum of 7 participants will be enrolled into each group. Report on unduplicated numbers of mothers first enrolled into a Postpartum Group Series	6/30/2016	N/A	7	N/A	7
5. GROUP INTERVENTION GRADUATION A participant must attend at least 7 out of 10 sessions to graduate a group series.					
5a. Prenatal Group Series Graduation A minimum of 7 participants will be enrolled into each group, and a minimum of 53 participants will graduate (75%).	6/30/2016	16	11	16	11
5b. Postpartum Group Series Graduation A minimum of 7 participants will be enrolled into each group, and a minimum of 10 participants will graduate (75%).	6/30/2016	N/A	5	N/A	5

EXHIBIT A – Performance Matrix

Performance Objectives	Due Date Date Objective will be completed.	Quantity by Quarter			
		Q1 (Jul-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
<p>Measurable, observable, and attainable objectives including: (1) Outcomes –Changes in health/mental health status, developmental status, attitudes, behaviors, knowledge, skills, practices, or policies; (2) Outputs -- The direct result of activities and typically expressed as the number or scope of services and/or products that are delivered or produced; and/or, (3) Major Deliverables -- Tangible products that are submitted in fulfillment of contract requirements.</p> <p>6. WORKSHOPS Provide 16 additional workshops for BIH clients:</p> <p>Q1</p> <ul style="list-style-type: none"> Feminine Hygiene class: BIH staff will teach one 2-hour class on feminine hygiene for at least 10 participants <p>Q2</p> <ul style="list-style-type: none"> Child Passenger Safety classes: one 2-hour class sessions will be offered, with an attendance of at least 10 participants SIDS/Safe Sleep class: one 1-hour class will be provided for at least 10 participants <p>Q3</p> <ul style="list-style-type: none"> Feminine Hygiene class: BIH staff will teach one 2-hour class on feminine hygiene for at least 10 participants <p>Q4</p> <ul style="list-style-type: none"> Child Passenger Safety classes: one 2-hour class sessions will be offered, with an attendance of at least 10 participants Lactation Education: one 2-hour lactation class will be taught to educate the participants on their rights to breastfeed in public, employee worksite rights and a discussion on overcoming the barriers to breastfeeding with an attendance of at least 10 participants School Readiness Parent Education class: BIH program staff will arrange for a librarian or other appropriate professional to provide a class on the importance of reading to your child, selecting age appropriate reading material, and utilizing library services, and provide one 2-hour class session for a minimum of 10 participants Nutrition class: in partnership with the Long Beach Alliance for Food and Fitness and The Children's Clinic Serving Children and Their Families, BIH program staff will arrange for an 8 week 2-hour nutrition class series focused on healthy eating and staying active for a minimum of 10 participants SIDS/Safe Sleep class: one 1-hour class will be provided for at least 10 participants 	6/30/2016	1	2	1	12

EXHIBIT A – Performance Matrix

Performance Objectives	Due Date Date Objective will be completed.	Quantity by Quarter			
		Q1 (Jul-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
<p>Measurable, observable, and attainable objectives including: (1) Outcomes –Changes in health/mental health status, developmental status, attitudes, behaviors, knowledge, skills, practices, or policies; (2) Outputs -- The direct result of activities and typically expressed as the number or scope of services and/or products that are delivered or produced; and/or, (3) Major Deliverables -- Tangible products that are submitted in fulfillment of contract requirements.</p> <p>7. FATHER ENGAGEMENT ACTIVITIES Invite fathers of BIH families to participate in a variety of educational workshops, classes, and forums to provide them with education and resources, as well as effectively engage fathers in BIH-related services, in an effort to increase their participation during times of pregnancy and post birth, to help strengthen their parenting skills, and increase engagement in their children's educational and social development. Refer fathers to F5LA funded and other fatherhood programs as these programs become available. Attendance at any event sponsored or recommended by the BIH Program is optional for fathers.</p> <p>Q2</p> <ul style="list-style-type: none"> • Child Passenger Safety classes: one 2-hour class sessions will be offered • SIDS/Safe Sleep class: one 1-hour class will be provided <p>Q4</p> <ul style="list-style-type: none"> • Child Passenger Safety classes: one 2-hour class sessions will be offered • Lactation Education: one 2-hour lactation class will be taught to educate the participants on their rights to breastfeed in public, employee worksite rights and a discussion on overcoming the barriers to breastfeeding • School Readiness Parent Education class: BIH program staff will arrange for a librarian or other appropriate professional to provide a class on the importance of reading to your child, selecting age appropriate reading material, and utilizing library services, and provide one 2-hour class session • Nutrition class: in partnership with the Long Beach Alliance for Food and Fitness and The Children's Clinic Serving Children and Their Families, BIH program staff will arrange for an 8 week 2-hour nutrition class series focused on healthy eating and staying active • SIDS/Safe Sleep class: one 1-hour class will be provided • Celebrate Healthy Babies Community Awareness and Participant Graduation Event: an annual event to celebrate the healthy births of BIH babies, as well as, the achievements of each participating mother. Community partners are invited to provide resources and information to BIH participant families and to receive updates and information about the program. Activities include a participant graduation ceremony, vendor booths, children activities and refreshments. 	6/30/16	N/A	2	N/A	5

EXHIBIT A – Performance Matrix

Performance Objectives	Due Date Date Objective will be completed.	Quantity by Quarter			
		Q1 (Jul-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
<p>Measurable, observable, and attainable objectives including: (1) Outcomes –Changes in health/mental health status, developmental status, attitudes, behaviors, knowledge, skills, practices, or policies; (2) Outputs -- The direct result of activities and typically expressed as the number or scope of services and/or products that are delivered or produced; and/or, (3) Major Deliverables -- Tangible products that are submitted in fulfillment of contract requirements.</p> <p>8. OUTREACH TO CPSP Conduct an outreach visit to each of the 16 CPSP (Comprehensive Perinatal Services Program) providers in Long Beach to:</p> <ul style="list-style-type: none"> Reinforce the information and education provided to the provider and their staff in the past two years related to health disparities amongst the African American population. Follow up reminder on the Collaborative agreement which was signed at the end of fiscal year 10-11, (agreement does not expire); Continue to encourage the referral of African American participants to the BIH program at provider offices and local community events. 	3/31/16	8	4	4	N/A
9. Submit Performance Matrix progress report quarterly.	10/31/15	1	1	1	1
	1/31/16				
	4/30/16				
	7/31/16				
10. Submit invoices on a quarterly basis to F5LA.	10/31/15	1	1	1	1
	1/31/16				
	4/30/16				
	7/31/16				
11. Submit online F5LA Mid-Year and Year-End Progress Reports.	1/31/16	N/A	1	N/A	1
	7/31/16				
12. Submit copies of agency's BIH reports to CDPH such as quarterly reports (if any) and the annual report.	1/31/16	N/A	N/A	N/A	1
	7/31/16				

AGREEMENT # 07500

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST

PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)

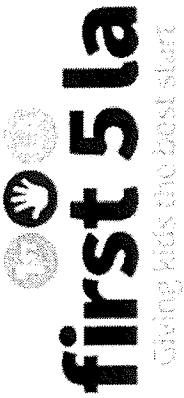
GRANT AGREEMENT – EXHIBIT B – BUDGET & BUDGET NARRATIVE

For

Black Infant Health Initiative

FOR THE PERIOD

July 1, 2015 to June 30, 2016



Budget Summary

Agency: City of Long Beach

Project Name: Black Infant Health (BIH) Agreement Period: 07/01/2015 - 06/30/2016

	Cost Category	First 5 LA Funds	Matching State Funds	Total Costs
1	Personnel	191,561	470,575	662,137
2	Contracted Svcs (Excluding Evaluation)	0	0	0
3	Equipment	0	0	0
4	Printing/Copying	0	2,700	2,700
5	Space	0	0	0
6	Telephone	3,900	2,300	6,200
7	Postage	0	900	900
8	Supplies	4,116	10,884	15,000
9	Employee Mileage and Travel	0	4,000	4,000
10	Training Expenses	0	2,000	2,000
11	Evaluation	0	0	0
12	Other Expenses (Excluding Evaluation)	4,025	5,975	10,000
13	*Indirect Costs	12,603	30,959	43,562
TOTAL:		216,205	530,293	746,498

JoAnn Smith
Fiscal Contact Person
joann.smith@longbeach.gov
Email Address
Pamela Shaw
pamela.shaw@longbeach.gov

Phone # 562-570-4098 562-570-4208

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



Personnel

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

ANNUAL First 5 LA Funds PROJECT PERSONNEL BUDGET							TOTAL PROJECT PERSONNEL BUDGET		
Name/Title	FT/PT	Gross Monthly Salary	% of Time on First 5 LA Project	Months to be Employed	First 5 LA Funds	Matching State Funds	Total Personnel Cost		
BIH Coordinator, Gwendolyn Manning (PHA III)	FT	6,029	40%	12	28,939	43,412	72,351		
FHA/Group Facilitator, Stephanie Fields (HE II)	FT	4,810	40%	12	23,088	34,626	57,714		
FHA/Group Facilitator, Veronica Williams (HE II)	FT	4,810	40%	12	23,088	34,626	57,714		
Public Health Nurse, Perpetua Okoh (PHN II)	PT	6,839	25%	12	20,517	20,514	41,031		
Medical Social Worker, Cynthia Brayboy (MSW II)	FT	5,879	25%	12	17,637	17,637	35,274		
Nursing Services Officer, Pamela Shaw (NSO)	FT	9,318	8%	12	8,386	8,387	16,773		
Administrative Analyst, JoAnn Smith (PHA II)	FT	4,048	9%	12	4,372	5,343	9,715		
Additional Staff on State BIH Budget									
Mental Health Professional	FT	6,839		12	0	41,031	41,031		
Data Entry Clerk	FT	4,048		12	0	12,143	12,143		
Data Entry Clerk	PT	2,683		12	0	8,050	8,050		
Outreach Liaison	FT	3,288		12	0	39,456	39,456		
FHA/Group Facilitator	PT	3,697		12	0	44,364	44,364		
					0	0	0		
					0	0	0		
					126,027	309,589	435,616		

Total Direct Salaries

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

Indirect Costs may not exceed 10% of Personnel cost, excluding Fringe Benefits.

USE ADDITIONAL SHEETS IF NECESSARY

*Fringe Benefits:

FICA 6.20%

SUI 1.45%

Health 22.83%

WC 6.07%

Other 15.45%

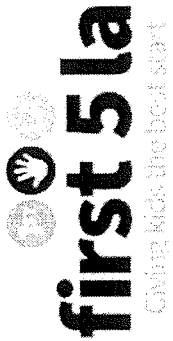
52.00%

	Percentage	Total
FICA	6.20%	7,814
SUI	1.45%	1,827
Health	22.83%	28,772
WC	6.07%	7,650
Other	15.45%	19,471
		65,534

Total Personnel

191,561	470,575	662,137
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*Fringe Benefits must be broken down by categories.



Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

Contracted/Consultant Services	RATE OF PAY AND FORMULA USED FOR DETERMINING AMOUNT	First 5 LA Funds	Total Matching Funds	Total Contracted Svcs
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total Contracted Services:				0

USE ADDITIONAL SHEETS IF NECESSARY

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

USE ADDITIONAL SHEETS IF NECESSARY



Section 3

Equipment

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

Equipment description of item	Quantity	Unit Cost	Total Equipment Cost	First 5 LA Funds	Matching Funds	Total Cost
			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
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			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 Equipment:			0	0		0

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

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

Printing/Copying include description	Quantity	Unit Cost	Total Printing Cost	First 5 LA Funds	Matching State Funds	Total Cost
Program Brochures & Client Education Materials		0.00	0	0	2,700	2,700
			0	0		0
			0	0		0
			0	0		0
			0	0		0
			0	0		0
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			0	0		0
			0	0		0
			0	0		0
			0	0		0
			0	0		0
Total Printing/Copying:			0	0	2,700	2,700

Total Printing/Copying: 0 - 2,700

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



Sections 5 & 6

Space & Telephone

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

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		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 Space:				-	-	-	-

Telephone include # of lines and cost per line	Quantity	Unit Cost	Number of Months	Total Phone Cost	First 5 LA Funds	Matching State Funds	Total Cost
Technology Support Services (Data Center, Email, Telephone)	5	65.00	12	3,900	3,900	2,300	6,200
				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 Telephone:				3,900	3,900	2,300	6,200

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



Sections 9 & 10

Employee Mileage/Travel & Training Expenses

Agreement # 07500
Page 8 of 10

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

Employee Mileage/Travel include description	Mileage Quantity	Unit Cost per Mile	Total Mileage/Travel Cost	First 5 LA Funds	Matching State Funds	Total Cost
Mileage (Local)		0.575	0	0	500	500
Mileage and Travel Expense for State Trainings			0	0	3,500	3,500
			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 Employee Mileage/Travel:			-	-	4,000	4,000

Training Expenses include description, # of people	Quantity	Unit Cost Per Training	Total Training Cost	First 5 LA Funds	Matching Funds	Total Cost
Skill Training and Conference Registration Fees			0	0	2,000	2,000
			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 Training Expenses:			-	-	2,000	2,000

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



Section 11
Evaluation

Agency: City of Long Beach

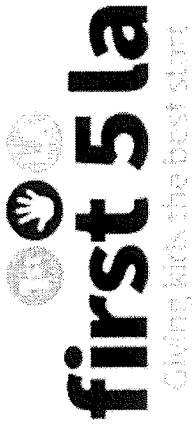
Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

Evaluation Contracted Services	Quantity	Rate of Pay	Total Evaluation Cost	First 5 LA Funds	Matching Funds	Total Cost
			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 Evaluation:

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



Sections 12 & 13

Agreement # 07500

Page 10 of 10

Other Expenses & Indirect Cost

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Agreement Period: 07/01/2015 - 06/30/2016

Other Expenses include description	Quantity	Unit Cost	Total Other Cost	First 5 LA Funds	Matching Funds	Total Cost
Client Transportation vouchers (classes, events, Dr.)	12	335.40	4,025	4,025	5,975	10,000
			0	0		0
			0	0		0
			0	0		0
			0	0		0
			0	0		0
			0	0		0
Total Other Expenses:			4,025	4,025	5,975	10,000

*Indirect Cost include general purpose for this cost	Total Indirect Cost	First 5 LA Funds	Matching Funds	Total Cost
10% of Salary Only	12,603	12,603	30,959	43,562
				0
				0
				0
				0
Total Indirect Cost:		12,603	30,959	43,562

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

USE ADDITIONAL SHEETS IF NECESSARY



Grant # 07500

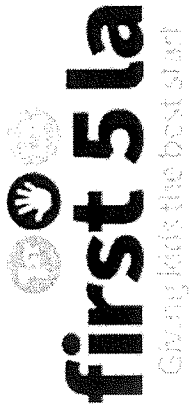
Actuals and Projected
F5LA Budget Summary: All Years Combined
Black Infant Health

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Cost Category	First 5 LA Requested Funds						TOTAL
	For 5-year allocation approved November 2013						
	Budget FY 2014-15	Budget 2015 - 2016	FY	Budget FY 2016 - 2017	Budget FY 2017-2018	Budget FY 2018-2019	
(1) Personnel	190,986	191,561	191,561	191,561	191,561	191,561	957,230
(2) Contracted Svcs (Excluding Evaluation)							-
(3) Equipment							-
(4) Printing/Copying							-
(5) Space							-
(6) Telephone	3,268	3,900	3,900	3,900	3,900	3,900	18,868
(7) Postage							-
(8) Supplies	3,828	4,116	4,116	4,116	4,116	4,116	20,292
(9) Employee Mileage and Travel							-
(10) Training Expenses							-
(11) Evaluation							-
(12) Other Expenses (Excluding Evaluation)	5,670	4,025	4,025	4,025	4,025	4,025	21,770
(13) *Indirect Costs	12,453	12,603	12,603	12,603	12,603	12,603	62,865
GRAND TOTAL:	216,205	216,205.00	216,205.00	216,205.00	216,205.00	216,205.00	1,081,025.00

*Indirect Costs may not exceed 10% of Personnel Cost, excluding Fringe Benefits.



Grant # 07500

Actuals and Projected
BIH Program Budget Summary: All Years Combined
Black Infant Health

Agency: City of Long Beach

Project Name: Black Infant Health (BIH)

Funding Source	BIH Program Budget							TOTAL
	2014 - 2019							
	Budget FY 2014-15	Budget 2015 - 2016	FY Budget 2016 - 2017	FY Budget 2017-2018	FY Budget 2018-2019	FY	All Years Combined	
First 5 LA	216,205	216,205	216,205	216,205	216,205	216,205	1,081,025	
Title V	142,156	246,689	246,689	246,689	246,689	246,689	1,128,912	
State General Funds (SGF)	136,175	236,311	236,311	236,311	236,311	236,311	1,081,419	
Title XIX Matching Funds	139,311	47,293	47,293	47,293	47,293	47,293	328,483	
GRAND TOTAL:	633,847.00	746,498.00	746,498.00	746,498.00	746,498.00	746,498.00	3,619,839.00	

*Indirect Costs may not exceed 10% of Personnel Cost, excluding Fringe Benefits.

City of Long Beach Budget Narrative

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

Agreement/Contract Number: 07500

Project Name: Black Infant Health (BIH)

Agreement/Contract Period: July 01, 2015 – June 30, 2016

Fiscal Contact Person: JoAnn Smith

Phone: (562) 570-4098 Email: joann.smith@longbeach.gov

Description	Funding Source	
	F5LA BIH	State BIH
Section 1 - Personnel		
BIH Coordinator, Gwendolyn Manning (PHA III)	28,939	43,412
The BIH Coordinator supervises all activities of BIH Staff, coordinates the BIH calendar and schedules events in line with Scope of Work requirements, coordinates and collaborates with agencies that can provide health and wellness services to BIH clients, and conducts activities that create community awareness of the problem of African-American infant mortality at the provider and community level.		
FHA/Group Facilitator, Stephanie Fields (HE II)	23,088	34,626
FHA/Group Facilitator, Veronica Williams (HE II)	23,088	34,626
Two staff function as family health advocate and/or group facilitator depending on the needs of the program and/or clients. As Group Facilitators they coordinate and facilitate all BIH prenatal/postpartum class sessions, educate clients on health and wellness behaviors, assist clients in obtaining appropriate perinatal services, and provides community education presentations. As Family Health Advocates they coordinate care for at risk BIH clients; educate clients regarding medical appointments, work with the PHN and MSW to provide home visits as appropriate, and assists in coordinating special BIH program activities.		
Public Health Nurse, Perpetua Okoh (PHN II)	20,517	20,514
The PHN coordinates care for high-risk BIH clients; provides assessments and case management services to facilitate to Medi-Cal services, health and developmental assessments, education, and linkage to resources, during the prenatal and postpartum periods for BIH clients.		
Medical Social Worker, Cynthia Brayboy (MSW II)	17,637	17,637
Assists in the case management of at-risk clients, provides mental health support, education and referrals. The Medical Social Worker co-facilitates some of the classes that are part of the new curriculum.		

Description	Funding Source	
	F5LA BIH	State BIH
Nursing Services Officer, Pamela Shaw (NSO) Oversees program components, supervises program staff. Plans, develops, and implements the City of Long Beach Department of Health and Human Services MCAH/BIH program and related services. Has the responsibility to oversee the local mission, goals and objectives, implement the Scope of Work, MCAH Five-Year Plan, and appropriate modifications of the State Title V MCAH Grant and First 5 LA BIH Grant.	8,386	8,387
Administrative Analyst, JoAnn Smith (PHA II) Accounting Support provides support and assistance to the BIH program as the fiscal agent, including preparing, collecting, compiling and analyzing the BIH time-study data, preparing BIH invoices and budget worksheets. Provides fiscal oversight; completes invoices, budgets and other finance related reports to First 5 LA.	4,372	5,343
<i>Additional Personnel on State BIH Budget</i>		
Mental Health Professional		41,031
Data Entry Clerk		12,143
Data Entry Clerk		8,050
Outreach Liaison		39,456
FHA/Group Facilitator		44,364
Total Salaries	126,027	309,589
Fringe Benefits For all employees working on the BIH program. Benefits (calculated at 52% of Total Salaries) include health, dental, vision, life and disability insurance, worker compensation, retirement plan and all government required taxes.	65,534	160,986
Total Personnel	191,561	470,575
Section 2 - Contracted Services		
N/A		
Section 3 - Equipment		
N/A		
Section 4 - Printing/Copying		
Estimated annual cost to copy and produce brochures and education materials.		2,700
Section 5 - Space		
N/A		
Section 6 - Telephone		
Technical Support, Service & Maintenance for cell phone, telephone, e-mail, computer security, and data network. For the 2015-2016 program year, technology support services will be for five staff: the BIH Coordinator, two FHA/Group Facilitators, the Public Health Nurse, and the Medical Social Worker.	3,900	2,300
Section 7 - Postage		
Stamps, Delivery Charges, Mailings		900

Description	Funding Source	
	F5LA BIH	State BIH
Section 8 - Supplies	4,116	10,884
Program supplies for the office, community outreach, classes, reports and client supplies for breastfeeding assistance, includes basic program supplies needed to conduct all BIH program objectives, including annual client graduation and community outreach event. Expense is split between the State and First 5 LA. For the 2014-2015 program year, the number of group sessions increased from four to eight. For the 2015-2016 program year, the group sessions will increase from eight to twelve.		
Section 9 - Employee Mileage and Travel		4,000
Mileage for staff on behalf of this program is estimated to be 70 miles per month at the IRS rate of \$0.575 per mile. \$500		
Program mileage and travel expense for State required trainings, meetings, & conferences. \$3,500		
Section 10 - Training Expenses		2,000
Required State skill training and conference registration fees.		
Section 11 - Evaluation		
No evaluation expenses are expected during this budget period.		
Section 12 - Other Expenses	4,025	5,975
Transport vouchers for client to get to class, see the doctor, get home, etc is estimated to be \$835 per month. Expense is split between the State and First 5 LA. During the 2014-2015 program year, late afternoon and evening classes were offered and requests for transport vouchers have declined. For the 2015-2016 program year, the actual cost is expected to remain the same as actual trend in 2014-2015.		
Section 13 - Indirect Costs	12,603	30,959
Indirect cost is based on 10% of personnel salaries excluding taxes and benefits and paid by First 5 LA funds only. These include accounting and payroll staff, human resource staff, IT staff, and administrative staff that will support the BIH program.		
Total Budget Amount	216,205	530,293

For the 2015-2016 program year, the BIH Program is funded by First 5 LA local funds, State Title V Block Grant, State General Fund (SGF) and Federal Title XIX Matching Funds. For 2015-2016, the State switched to a tiered system to allocate Title V and State General Funds (SGF) to programs based on a range of African-American births (3-year average). The City of Long Beach is in Tier 2. State General funds are used to leverage Federal Title XIX funds. The State BIH budget allows a mechanism for drawdown of Federal Title XIX funds to match State General funds. Not all BIH program activities are claimable for Title XIX. Only time-study activities that promote enrollment and access to Medi-Cal covered services are reimbursed. For 2015-2016 the program expects to match 20% of State General Funds (SGF) for Title XIX. With this combination of funding the program will have sufficient funding to meet the minimum staffing requirements to implement the BIH Program with fidelity.

AGREEMENT # 07500

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST

PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)

GRANT AGREEMENT – EXHIBIT C – COMPLIANCE GUIDELINES

For

Black Infant Health Initiative

FOR THE PERIOD

July 1, 2015 to June 30, 2016

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

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)

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:

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.

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. 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.