

1 Checks will be made payable to CSU Long Beach Research Foundation,
2 reference Agreement No. **20182247** and will be sent to:

3	CSU Long Beach Research Foundation
4	6300 State University Drive, Suite 332
5	Long Beach, CA 90815 -4670

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7 6. Principal Investigator

8 University's performance hereunder will be under the direction of Dr.
9 Marissa Hansen, Principal Investigator.

10 In the event that the Principal Investigator becomes unable or unwilling to
11 continue work under this Agreement and an alternate Principal Investigator is not
12 agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in
13 accordance with Article 14 hereof.

14 7. Rights in Data

15 University will have the right to copyright, publish, disclose, disseminate and
16 use, in whole and in part, any data and information developed or received by University
17 under this Agreement that is not subject to the Confidentiality obligations of Article 10
18 hereof. Sponsor will have the right to publish and use any technical reports and
19 information specified to be delivered hereunder. It is agreed, however, that under no
20 circumstances will Sponsor state or imply in any publication or other published
21 announcement that University has tested or approved any product.

22 8. Supplies and Equipment

23 In the event that University purchases supplies or equipment hereunder,
24 title to such supplies and equipment will vest in University.

25 9. Copyright

26 Copyright in works, including computer software, created or fixed in a
27 tangible medium of expression by University under this Agreement will vest in University.
28 At Sponsor's request and to the extent that University has the legal right to do so,

1 University will grant to Sponsor a license to such works on reasonable terms and
2 conditions, including reasonable royalties, as the parties mutually agree in a separate
3 writing.

4 10. Confidentiality

5 During the course of this Agreement, Sponsor may provide University with
6 certain information or material, including oral disclosure of information, which will be
7 reduced to writing within thirty (30) days, which Sponsor has marked as "Confidential."
8 Except as required by law, University will receive and hold such information in confidence
9 and agrees to use reasonable effort to prevent its disclosure to third parties. This
10 obligation will continue in effect for three (3) years after expiration or termination of the
11 Agreement.

12 University will not consider information disclosed to it by Sponsor as
13 confidential which: (1) is now public knowledge or subsequently becomes such through
14 no breach of this Agreement; (2) is rightfully in University's possession prior to Sponsor's
15 disclosure as shown by written records; (3) is rightfully disclosed to University by a third
16 party; or (4) is independently developed by or for University without reliance upon
17 confidential information received from Sponsor.

18 When the confidential information is no longer required for the purposes of
19 this Agreement, University shall, at the direction of Sponsor, either destroy or return to
20 Sponsor all confidential information and shall destroy any electronic or digital
21 manifestations of the confidential information, except that University may retain one copy
22 of the confidential information solely for the purposes of monitoring its obligations under
23 this Agreement.

24 11. Publication

25 University will have the right, at its discretion, to release information or to
26 publish any material resulting from its performance hereunder. University will furnish
27 Sponsor with a copy of any proposed written or oral publication (including manuscripts,
28 abstracts, and oral presentations) at least thirty (30) days prior to submission in which to

1 review each publication and to identify any inadvertent disclosure of confidential
2 information.

3 12. Applicable Law

4 This Agreement will be governed by the laws of the State of California.

5 13. Notice

6 Whenever any notice is to be given hereunder, it will be in writing and sent
7 to the following address:

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9 University: CSU Long Beach Research Foundation
10 6300 State University Dr. Suite 332
11 Long Beach, CA 90815

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14 Attention: Maria Reyes
15 Contract and Grant Officer
16 Maria.Reyes@csulb.edu

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18 Sponsor: City of Long Beach
19 City Manager's Office
20 333 W. Ocean Blvd., 13th Floor
21 Long Beach, CA 90802

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23 Attention: Andrew Vialpando & Alma Castro
24 Andrew.Vialpando@longbeach.gov

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25 14. Termination

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26 Either University or Sponsor may terminate this Agreement by giving thirty
27 (30) days written notice to the other. In the event of such termination, University will
28 cease further obligation of project funds and will take all reasonable steps to cancel and

1 otherwise minimize termination costs. Sponsor will pay University actual direct and
2 indirect costs and noncancellable commitments incurred prior to the date of termination
3 and fair close-out related costs. If funding is advanced and the total of such costs is less
4 than the total funds, the balance will be returned to Sponsor.

5 15. Publicity

6 Neither party will use the name, trade name, trademark or other designation
7 of the other party in connection with any products, promotion, advertising, press release,
8 or publicity without the prior written permission of the other party.

9 16. Indemnification

10 University shall, to the extent authorized under the Constitution and laws of
11 the State of California, indemnify, defend, and hold Sponsor harmless from any and all
12 liability, loss, expense (including reasonable attorney's fees), or claims for injury or
13 damages resulting from the negligent acts or omissions of University, its trustees,
14 officers, agents, or employees pertaining to the activities to be carried out pursuant to the
15 obligations of this Agreement; provided, however, that University shall not hold Sponsor
16 harmless from claims arising out of the gross negligence or willful malfeasance of
17 Sponsor, its officers, or employees.

18 17. Excusable Delays

19 University will be excused from performance hereunder if a delay is caused
20 by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of
21 governmental officials or agencies, or any other cause beyond the control of University.
22 The excusable delay is allowed for the period of time affected by the delay. If a delay
23 occurs, the parties will revise the performance period or other provisions hereunder as
24 appropriate.

25 18. Assignment

26 Neither party will assign its rights or duties under this Agreement to another
27 without the prior express written consent of the other party; provided, however, that
28 Sponsor may assign this Agreement to a successor in ownership of all or substantially all

1 its business assets in the field to which this Agreement relates. Such successor will
2 expressly assume in writing the obligation to perform in accordance with the terms and
3 conditions of this Agreement. Any other purported assignment will be void.

4 19. Amendments

5 This document constitutes the entire agreement between parties, and may
6 be modified or amended only by written agreement signed by both parties.

7 20. Insurance Requirements

8 As a condition precedent to the effectiveness of this Agreement,
9 University shall procure and maintain at University's expense for the duration of this
10 Agreement self-insurance of its Auto and General Liability, Employment Practices
11 Liability, Property, Professional Liability, Fidelity Bonding, Workers' Compensation, and
12 Employers' Liability risks in accordance with the laws of the State of California. The limits
13 of coverage for Auto and General Liability, Employment Practices Liability and
14 Professional Liability shall be not less than \$5,000,000 each occurrence and \$5,000,000
15 in the aggregate and the non-Professional liability coverages shall include the Sponsor as
16 an additional insured. Coverage for University employees for Workers' Compensation
17 shall be in compliance with the California Labor Code. A summary of the University's
18 Self-Insurance Programs is provided below. A summary of the University's Self-Insurance
19 Programs, subject to all terms and conditions of the applicable University Business and
20 Finance bulletins is available at [https://www.ucop.edu/risk-](https://www.ucop.edu/risk-services/files/UC_Generic_Cert_of_Self-Ins_2018-19.pdf)
21 [services/ files/UC Generic Cert of Self-Ins 2018-19.pdf](https://www.ucop.edu/risk-services/files/UC_Generic_Cert_of_Self-Ins_2018-19.pdf)

22 The self-insurance program as applied to this Agreement shall not be
23 suspended, voided, or canceled except after twenty (20) days prior written notice to
24 Sponosr, and shall be primary and not contributing to any other insurance or self-
25 insurance maintained by Sponsor.

26 Any subcontractors which University may use in the performance of
27 this Agreement shall be required to indemnify the Sponsor to the same extent as the
28 University and to maintain insurance or self-insurance in compliance with the provisions

1 of this section.

2 City Risk Manager. The procuring of insurance or self-insurance
3 shall not be construed as a limitation on liability or as full performance of the
4 indemnification provisions of this Agreement.

5 21. Post Study Obligations

6 The investigator must document that research records will be
7 destroyed or individual identifiers will be removed from the records. Research conducted
8 must acknowledge the City's participation in any publication of the results and include a
9 disclaimer in the results for publication that the approval or endorsement of the published
10 material isn't an expression of the policies or view of the City. Researchers must provide
11 a copy of the report, which includes an abstract of the findings, to the City.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be
duly executed with all formalities required by law as of the date first stated above.

CALIFORNIA STATE UNIVERSITY, LONG
BEACH RESEARCH FOUNDATION, a
California nonprofit corporation

7/27, 2018

By: 
(Signature)

By: Maria Reyes
Title: Director, Research & Sponsored
Programs

Date: 7/27/18

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CITY OF LONG BEACH, a municipal
corporation

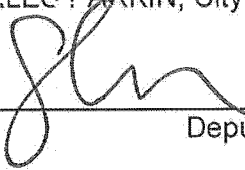
July 31, 2018

By 
City Manager

"Sponsor"

This Agreement is hereby approved as to form on July 27, 2018.

CHARLES PARKIN, City Attorney

By 
Deputy

**Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

EXHIBIT A

Statement of Work to be completed by the City of Long Beach Justice Lab (“grantee”)
Research Team

Grantee will conduct an RCT evaluating the effectiveness of the FACT-Wraparound Model (the “Study”). The Study will be divided into two (2) phases. In the first phase, Grantee will pilot implementation of the Fact-Wraparound Model (“Implementation Pilot”) and conduct a feasibility study (“Feasibility Study”) to determine the viability of implementing the FACT-Wraparound Model and conducting a full-scale randomized controlled trial (“Full-Scale RCT”). During the Implementation Pilot, Grantee will: (i) enter into data sharing across multiple agencies; (ii) recruit and enroll twenty (20) individuals for randomization into treatment and control groups; (iii) develop organizational and data infrastructure capacity necessary for a potential Full-Scale RCT; and (iv) finalize all protocols for a potential Full-Scale RCT, including subject screening, selection criteria, randomization protocol, and protocol for implementation of the FACT-Wraparound Model. The Feasibility Study will evaluate Grantee’s ability to implement a Full-Scale RCT, including: (i) staffing and training (*i.e.*, human and operational capacity to implement the FACT-Wraparound Model); (ii) agency coordination and capacity (*i.e.*, coordination among multiple agencies to recruit subjects and coordinate delivery of the FACT-Wraparound Model); (iii) data infrastructure (*i.e.*, ability to collect, merge, and analyze data from multiple agencies to recruit and track subjects and outcomes); (iv) adherence to randomization protocol (*i.e.*, ability to identify individuals who satisfy Study criteria, randomize individuals into treatment and control groups, and avoid treatment contamination); (v) client recruitment (*i.e.*, ability to recruit sufficient number of individuals for a Full-Scale RCT; and (vi) data infrastructure (*i.e.*, whether data assets are sufficient to identify and recruit individuals and measure outcomes). Within two (2) weeks of delivery of the Feasibility Study to the Foundation, the Foundation will determine, in its sole discretion, whether to continue with the second phase of the Study and fund the Full-

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1 Scale RCT. If the Foundation provides Grantee with written authorization to proceed,
2 Grantee will develop an analysis plan in consultation with the Foundation ("*Analysis*
3 *Plan*") for the Full-Scale RCT. The Full Scale RCT's design, implementation, and
4 reporting shall be consistent with the terms of the Analysis Plan. In addition to the reports
5 required below, Grantee shall notify the Foundation before making any key decisions that
6 could materially affect the Full-Scale RCT's design or implementation.

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EXHIBIT B

Deliverables to the Arnold Foundation by the City of Long Beach Justice Lab (“grantee”)
Research Team

1. Present an update on the progress of RCT implementation, including any problems that have arisen;
2. Present impact estimates for all outcomes that the Study has measured in a concise manner that is accessible to a non-research audience (e.g., through use of a table showing outcomes for treatment versus control group, and the statistical significance of any differences in such outcomes);
3. Describe, in concise language with minimal technical jargon, key features of the Study needed for a reader to gauge the validity of the impact estimates (e.g., pre-program equivalence of the treatment and control groups, sample attrition rates for the two groups), using the RCT checklist as a reference; and
4. In interpreting the Study findings, emphasize the intention-to-treat effects on the Study's pre-specified primary outcome(s) as the main measure of the intervention's effectiveness; discuss effects found on secondary outcomes and in secondary analyses as only exploratory in nature; and identify any factors that could cast doubt on the validity of the Study's findings. The Foundation strongly encourages Grantee to follow a similar approach when describing the Study findings in other communications (e.g., press releases, journal publications), consistent with principles of scientific integrity.

1 All milestones will be completed by Grantee (City of Long Beach) as soon as practicable
 2 and in no event later than the deadlines specified below, unless Grantee has received the
 3 Foundation's prior written consent to amend these deadlines.
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Milestones	Completion Date
1. Provide the Foundation with a short memorandum outlining data sharing agreements and data infrastructure objectives for sharing data across multiple agencies.	April 30, 2018
2. Complete Implementation Pilot and provide Feasibility Study to the Foundation. <i>Upon review of the Feasibility Study, the Foundation will determine, in its sole discretion, whether to proceed with the Full-Scale RCT. Grantee agrees not to proceed with future Milestones unless and until it receives written authorization to proceed.</i>	September 30, 2018
3. Foundation notifies the Grantee in writing of its decision regarding the Full-Scale RCT.	October 12, 2018
4. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i). If approved by the Foundation, complete Analysis Plan in consultation with the Foundation. Establish an account on OSF, create a new project for the Study, and register the Analysis Plan, as required by Section 7(a)-(b).	October 30, 2018
5. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i). In addition to the reporting elements described above, the Grant Report will provide an update on the randomization process, including size of sample and baseline equivalence of the treatment and control groups.	April 30, 2019
6. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i).	October 30, 2019
7. Complete Full-Scale RCT. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i).	October 30, 2020
8. Upload all associated research artifacts, final results of research, and final report to OSF project page, as required by Section 7(c)-(d).	March 31, 2021
9. Submit final Grant Report to the Foundation, as required by Section 6(b)(ii).	April 30, 2021

EXHIBIT C

Payment Schedule

	Phase 1	Phase 2: RCT				Phase 1 + 2
Expense Description	Partial Year 1 Effective Date – 9/30/18 (6 months)	Year 1 10/1/18 – 9/30/19	Year 2 10/1/19 9/30/20	Partial Year 3 10/1/20 – 3/31/21	Total Phase 2: RCT	Total
Personnel:						
Research Manager (FTE: 75% Y1&Y2, 25% Y3, 48% fringe)	\$24,012	\$69,264	\$69,264	\$23,088	\$161,616	\$185,628
Data Scientist (10% FTE) ¹	\$0	\$0	\$0	\$0	\$0	\$0
FACT Project Manager (25% FTE) ²	\$0	\$0	\$0	\$0	\$0	\$0
<i>Personnel Subtotal</i>	<i>\$24,012</i>	<i>\$69,264</i>	<i>\$69,264</i>	<i>\$23,088</i>	<i>\$161,616</i>	<i>\$185,628</i>
Sub-Awards:						
California State University, Long Beach (CSULB) ³	\$3,985	\$36,264	\$36,258	\$33,490	\$106,012	\$109,997
University of California, Los Angeles (UCLA) ⁴	\$32,809	\$40,693	\$41,907	\$34,115	\$116,715	\$149,524
<i>Sub-Awards Subtotal</i>	<i>\$36,794</i>	<i>\$76,957</i>	<i>\$78,165</i>	<i>\$67,605</i>	<i>\$222,727</i>	<i>\$259,521</i>
Other Direct Expenses:						
RCT Participant Incentives (700, \$25 per card)	\$0	\$5,833	\$5,833	\$5,834	\$17,500	\$17,500
Travel (2 conferences, 2 persons)	\$0	\$0	\$5,000	\$5,000	\$10,000	\$10,000
<i>Other Direct Expenses Subtotal</i>	<i>\$0</i>	<i>\$5,833</i>	<i>\$10,833</i>	<i>\$10,834</i>	<i>\$27,500</i>	<i>\$27,500</i>

¹ The Data Scientist is funded by the Foundation under a separate, active grant agreement at 100% FTE and 48% fringe for a total of \$295,400 (through 12/31/19).

² The Project Manager is funded by the Foundation under a separate, active grant agreement at 100% FTE and 48% fringe for a total of \$231,724 (through 12/31/19).

³ Sub-award includes costs for PI, Marissa Hansen, including salary (\$84,468 at rate of FTE: 4.717% for Phase 1, and 27% for Phase 2), fringe benefits, and indirect costs.

⁴ Sub-award includes costs for Project Lead, Wes Yin, one (1) Criminal Justice Research Director (“RD”), and one (1) graduate student researcher (“GSR”), including salaries (Yin salary \$196,770 at rate of FTE 22% for Phase 1; RD salary \$100,000 at rate of FTE 15% for Phase 2; GSR salary \$57,004 at rate of FTE 24% for Phases 1 and 2), and fringe benefits. In addition, award includes direct cost Technology Infrastructure Fee and indirect costs.

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	Phase 1	Phase 2: RCT				Phase 1 + 2
Expense Description	Partial Year 1 Effective Date – 9/30/18 (6 months)	Year 1 10/1/18 – 9/30/19	Year 2 10/1/19 9/30/20	Partial Year 3 10/1/20 – 3/31/21	Total Phase 2: RCT	Total
Total Direct Expenses	\$60,806	\$152,054	\$158,262	\$101,527	\$411,843	\$472,649
Indirect Expenses	\$2,401	\$6,926	\$6,926	\$2,309	\$16,161	\$18,562
Total Foundation Project Expense	\$63,207	\$158,980	\$165,188	\$103,836	\$428,004	\$491,211