

AGREEMENT #	08882
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**34360**

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

**GRANT AGREEMENT**

**For**

**Communities Strategy 1 - Shared Vision & Collective Action Initiative - Central Long Beach Learning By Doing**

**FOR THE PERIOD**

**July 1, 2016 to June 30, 2017**

**GRANT AGREEMENT FOR  
COMMUNITIES STRATEGY 1 - SHARED VISION & COLLECTIVE ACTION INITIATIVE - CENTRAL LONG BEACH  
LEARNING BY DOING**

This Grant Agreement, made and entered into this 1<sup>st</sup> day of July 2016, 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 Department of Health and Human  
Services**

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

**Collectively referred to as the "Parties"**

GRANT AMOUNT: \$323,423.00  
GRANT NUMBER: 08882

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

COMMUNITIES STRATEGY 1 - SHARED VISION & COLLECTIVE ACTION INITIATIVE - CENTRAL LONG  
BEACH LEARNING BY DOING GRANT

TABLE OF CONTENTS

Section

1.	GRANT AGREEMENT DOCUMENTS.....	3
2.	COMMISSION OBJECTIVES AND PROGRAM PURPOSE.....	3
3.	CONDUCT OF PROGRAM.....	4
4.	TERM OF GRANT AGREEMENT.....	5
5.	RESTRICTED ACTIVITIES.....	5
6.	PROGRAM EVALUATION AND REVIEW.....	5
7.	DATA, INFORMATION AND RECORDS.....	7
8.	MODIFICATION OF AGREEMENT DOCUMENTS.....	8
9.	COMPENSATION AND METHOD OF PAYMENT.....	8
10.	SUPPLANTING.....	9
11.	ACCOUNTING.....	9
12.	TANGIBLE REAL AND PERSONAL PROPERTY.....	9
13.	INDEPENDENT CONTRACTOR.....	10
14.	CONFLICT OF INTEREST AND CONFIDENTIALITY.....	10
15.	FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS.....	11
16.	PROPRIETARY RIGHTS.....	11
17.	INSURANCE.....	12
18.	INDEMNIFICATION.....	15
19.	ASSIGNMENTS AND DELEGATION.....	15
20.	COMPLIANCE WITH APPLICABLE LAWS.....	16
21.	NON-DISCRIMINATION IN EMPLOYMENT.....	16
22.	CRIMINAL CLEARANCE.....	16
23.	GRANTEE RESPONSIBILITY AND DEBARMENT.....	17
24.	NON-COMPLIANCE.....	18
25.	INTERPRETATION AND ENFORCEMENT OF GRANT AGREEMENT.....	18
26.	INFORMATION TECHNOLOGY REQUIREMENTS.....	18
27.	TERMINATION OF GRANT AGREEMENT.....	19
28.	SURVIVAL CLAUSE.....	19
29.	LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS.....	20
30.	NOTICES.....	20
31.	TIME OF ESSENCE.....	21
32.	AUTHORIZATION WARRANTY.....	21
33.	AGREEMENT SIGNATURES.....	22

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 SCOPE OF WORK

Exhibit B BUDGET

Exhibit C COMPLIANCE GUIDELINES

Exhibit F DATA USE APPROVAL FORM

Exhibit G STYLE GUIDE

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 INVOICE(S)

Exhibit E 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 27 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, 2016** ("effective date") through **June 30, 2017** ("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. **RESTRICTED ACTIVITIES**

- 5.1. 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.
- 5.2. 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.

#### 6. **PROGRAM EVALUATION AND REVIEW**

- 6.1. COMMISSION may evaluate the **Communities Strategy 1 - Shared Vision & Collective Action Initiative - Central Long Beach Learning By Doing** 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.
- 6.2. 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.

- 6.3. 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.
- 6.4. 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 E**. 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.
- 6.5. 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.

- 6.6. 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.

## 7. DATA, INFORMATION AND RECORDS

- 7.1. Ownership of Data and Information. The data and information collected by GRANTEE, in whatever form, shall be COMMISSION's sole property. GRANTEE shall maintain the data and information on COMMISSION's behalf in form and substance consistent with accepted research practices throughout the term of this agreement. Within thirty (30) calendar days of the expiration or termination of this Grant Agreement, GRANTEE shall deliver all original 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. GRANTEE shall cease use of all data and information at the expiration or termination of this Grant Agreement.
- 7.2. Dissemination of Data and Information. COMMISSION, in its sole discretion, 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. GRANTEE shall not disseminate the data and information without COMMISSION's Executive Director's, or Executive Director's designee's, prior written consent. GRANTEE shall request COMMISSION's consent to disseminate the data and information in writing not less than ten (10) business days in advance of the dissemination by submitting the Data Use Approval Form, attached as **Exhibit F**. GRANTEE's request shall state the specific purpose for which consent is being sought. If GRANTEE desires to use the data and information for a purpose that will result in profit or financial compensation to GRANTEE, or any party related to GRANTEE, GRANTEE shall submit a written request for consent to COMMISSION. In such cases, COMMISSION may enter into a royalty, licensing or reimbursement agreement with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific activities, GRANTEE shall acknowledge COMMISSION's participation and funding pursuant to Section 15 and shall provide COMMISSION with two (2) copies of the published material.
- 7.3. 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 related 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**.

- 7.4. 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.

## 8. MODIFICATION OF AGREEMENT DOCUMENTS

- 8.1. 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.
- 8.2. 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.
- 8.3. Proposed Budget Modifications. GRANTEE shall submit proposed modifications to the Budget, **Exhibit B**, to COMMISSION for COMMISSION's prior approval.

## 9. COMPENSATION AND METHOD OF PAYMENT

- 9.1. Compensation. As full compensation for the work provided under this Grant Agreement, COMMISSION shall pay GRANTEE per COMMISSION approved milestone achieved in accordance with amount set forth in the Budget Forms, attached as **Exhibit B**, and in accordance with the payment terms set forth in Section 30 of this Grant Agreement. If GRANTEE partially achieves a milestone required under this Grant Agreement, COMMISSION, in its sole discretion, may pay a prorated portion of the fixed price for the milestone if (i) COMMISSION approves the partially achieved milestone and (ii) the partially achieved milestone is useful to COMMISSION. If GRANTEE exceeds its budget in the performance of the work required under this Grant Agreement, GRANTEE shall, at no additional cost to COMMISSION, remain solely responsible for GRANTEE's completion of the work and achievement of the milestone required under this Grant Agreement to COMMISSION. GRANTEE assumes all risk from Grant Agreement or project delays. The fixed price per milestone achieved includes payment of all taxes and insurance, as well as indirect costs, overhead, materials and supplies. COMMISSION shall not withhold federal or state payroll and other taxes, or other deductions from payments made to GRANTEE.
- 9.2. Additional Work. COMMISSION shall not allow any claims for additional work performed by GRANTEE unless the additional work is authorized by COMMISSION in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by COMMISSION shall be compensated at a rate mutually agreed to by the parties.

9.3. Method of Payment. GRANTEE shall submit to COMMISSION quarterly invoices for COMMISSION approved milestones or tasks provided to COMMISSION by GRANTEE pursuant to this Grant Agreement in accordance with the due dates and fees set forth in **Exhibits A and B** utilizing an invoice form provided to GRANTEE by COMMISSION. All properly completed invoices submitted by GRANTEE are collectively incorporated into this Grant Agreement as **Exhibit D** upon COMMISSION's receipt of each invoice. GRANTEE shall address invoices to COMMISSION staff per the instructions provided on the invoice form provided to GRANTEE from COMMISSION. The invoices shall describe in detail tasks completed and COMMISSION approved milestones achieved by GRANTEE during the prior period set forth in **Exhibit A**. 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. COMMISSION shall pay GRANTEE all undisputed invoice amounts within thirty (30) calendar days of COMMISSION's receipt of an invoice timely submitted. COMMISSION shall make checks payable to GRANTEE or the Payee, as listed in Section 30. If GRANTEE fails to timely submit a properly completed invoice, COMMISSION shall process the late invoice in the subsequent month from COMMISSION's date of receipt. COMMISSION shall not be liable for payment of invoice amounts on any invoice received by the COMMISSION more than ninety (90) calendar days following the invoice due date. COMMISSION shall make final payment in accordance with the provisions of this Section 9 and upon GRANTEE's satisfactory performance of all work and achievement of milestones. In the event COMMISSION reasonably believes COMMISSION has overpaid GRANTEE, COMMISSION may seek a financial accounting from GRANTEE and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid. GRANTEE's submission of fraudulent invoices shall constitute a material breach of this Grant Agreement.

## 10. **SUPPLANTING**

- 10.1. 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.
- 10.2. 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.

## 11. **ACCOUNTING**

- 11.1. GRANTEE shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").
- 11.2. 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.

## 12. **TANGIBLE REAL AND PERSONAL PROPERTY**

- 12.1. **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.

- 12.2. **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 Project shall become COMMISSION's property upon the expiration or termination of this Grant Agreement. COMMISSION shall exercise its option to physically retain items of tangible real or personal property within the thirty (30) calendar days immediately preceding and or following the completion of the project or initiative that is the subject of this Grant Agreement, whether completed within the Term of this Grant Agreement or any other subsequent agreement executed by COMMISSION and GRANTEE. 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 the project, so long as GRANTEE demonstrates that GRANTEE will use the tangible personal property for purposes consistent with COMMISSION's mission and statutory authority. The terms of this Section 14.2 shall survive the expiration or termination of this Grant Agreement.

### 13. **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 13.

### 14. **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 Building Stronger Families in Central Long Beach Project without the prior written consent of COMMISSION's Executive Director or the Executive Director's designee.

## 15. FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS

- 15.1. 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 **Exhibit G** (COMMISSION's Style Guide), including the appropriate display of COMMISSION's logo and a funding attribution statement. In all documents to be created and distributed by GRANTEE pursuant to this Agreement, GRANTEE shall include, in a prominent location that conforms to **Exhibit G**, the COMMISSION's logo and the statement "Funded by First 5 LA, a leading public grantmaking and child advocacy organization" and shall provide COMMISSION staff with material for review and approval prior to finalizing (the print publication or digital media).
- 15.2. 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.

## 16. 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 18, 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.

## 17. INSURANCE

17.1. 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:

17.1.1. 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.

17.1.2. 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.

17.1.3. 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.

17.1.4. 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.

17.1.5. 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.

- 17.1.6. 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.
- 17.2. The policies of insurance required under this Section 17 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.
- 17.3. 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.
- 17.4. The following endorsements are required by the COMMISSION:
  - 17.4.1. The Commercial General Liability and Business Auto Liability policies, are to contain or be endorsed to contain the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees as additional insureds with respect to liability and defense of claims arising from the operations and uses performed by or on behalf of GRANTEE.
  - 17.4.2. The Commercial General Liability and Auto Liability policies shall be or endorsed to be primary and non-contributing as respects the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees.
  - 17.4.3. COMMISSION shall be named as Loss Payee under the Property coverage policy, as COMMISSION's interest may appear.
  - 17.4.4. No policies of insurance provided to comply with this Section 17 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 17.1.4. shall include a waiver of subrogation endorsement as required in this Section 17.4.4. 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 17.
- 17.5. Should the policies of insurance required under this Section 17 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 17 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.

- 17.6. The requirements of specific coverage features or limits contained in this Section 17 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.
- 17.7. The requirements of this Section 17 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 17.
- 17.8. 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 17.
- 17.9. 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 30 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.
- 17.10. 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 GRANTEE under this Section 17.
- 17.11. GRANTEE may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section 17 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.
- 17.12. 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 17. 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 17.
- 17.13. GRANTEE's failure to maintain the policies of insurance required under this Section 17 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 17 may terminate this Grant Agreement pursuant to Section 27 of this Grant Agreement or secure alternate insurance at GRANTEE'S expense
- 17.14. 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.

## 18. **INDEMNIFICATION**

- 18.1. 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.
- 18.2. 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.
- 18.3. Survival. The terms of this Section 18 shall survive the expiration or termination of this Grant Agreement.

## 19. **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 19, "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.



20. **COMPLIANCE WITH APPLICABLE LAWS**

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.

21. **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 21 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 21.

22. **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).

## 23. GRANTEE RESPONSIBILITY AND DEBARMENT

23.1. 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.

### 23.2. Debarment.

23.2.1. 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.

23.2.2. 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.

23.2.3. 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.

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

24. **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**.

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

25.1. **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.

25.2. **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.

25.3. **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.

25.4. **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.

25.5. **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.

25.6. **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.

25.7. **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.

26. **INFORMATION TECHNOLOGY REQUIREMENTS**

26.1. 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:

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

26.1.2. Open Data Base Connectivity ("ODBC") compliant for data collection and dissemination purposes.

26.1.3. Ability to collect information at the client-level, as necessary.

26.1.4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.

26.1.5. Ability to export to and import the data collected.

26.2. 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.

## 27. TERMINATION OF GRANT AGREEMENT

27.1. 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 Section 9 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 27.1.

27.2. 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 30<sup>th</sup> 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 27.2.

27.3. 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 Section 9 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 27.3.

## 28. 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.

29. **LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS**

- 29.1. 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.
- 29.2. 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.

30. **NOTICES**

- 30.1. **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

30.2. 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.

31. **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.

32. **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]

33. **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 Department of Health and Human Services  
2525 Grand Avenue  
Long Beach, CA 90815

**Agreed & Accepted:**

Patrick H. West, City Manager

\_\_\_\_\_  
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

PH. WEST Assistant City Manager  
SIGNATURE EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM

Aug 4, 2016  
By Charles Parkin, City Attorney

\_\_\_\_\_  
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

By Charles Parkin  
DEPUTY CITY ATTORNEY

\_\_\_\_\_  
SIGNATURE

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

**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 BELSHE  
KIM BELSHE, EXECUTIVE DIRECTOR

**Approved as to Form:**

CRAIG A. STEELE  
CRAIG A. STEELE, LEGAL COUNSEL

Agreement # 08882

**Exhibit A – Scope of Work**

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

**GRANT AGREEMENT**

**For**

**Communities Strategy 1 - Shared Vision & Collective Action Initiative**

**Central Long Beach Learning By Doing**

**FOR THE PERIOD**

**July 1, 2016 to June 30, 2017**





## EXHIBIT A – Performance Matrix

**Contract Number:** 08882      **Contract Period:** July 1, 2016 – June 30, 2017  
**Agency Name:** City of Long Beach, Long Beach Department of Health and Human Services      **Revision Date:**  
**Project Name:** Central Long Beach Learning by Doing      **Report Period:**  
**Project Length:** 2 Years, 3 Months      **Submission Date:**

(Office Use Only)

**Project Description:** The purpose of this project is to build community capacity in Central Long Beach Best Start Community in conjunction with the Best Start Central Long Beach Community Partnership. The Central Long Beach Community Partnership identified the need to focus on parents with children ages 0-3 beginning with prenatal interventions, and early childhood learning. Two strategies and 8 activities were developed to address the community's specific needs. The two main streams of work are resident leadership and organizational capacity building. The outcomes sought are increased number of parents involved in civic processes as well as being more connected, and increased partnership amongst various systems to reduce child abuse and neglect and improve home visitation systems in Central Long Beach. The grantee will provide regular updates to Community Partnership, and provide regular progress reports including evaluation data as projects are completed to help inform Community Partnership decisions.

Performance Objectives	Milestones	Due Date Date objective/milestone will be completed	Acceptable Quality / Quantity
Strategy 1, Activity 1 - Community Wide Early Learning Workshops for Parents of Children 0-3	1.a Complete plan for Community Wide Early Learning workshops including planning with Community Partnership and residents	08/31/2016	Approved Plan from First 5 LA
	1.b Complete first Community Wide Early Learning Workshop for parents of children 0-3	12/31/2016	Completion of first Parent Leadership Training
	1.c - Complete second Community Wide Early Learning Workshop for parents of children 0-3	06/30/2017	Completion of second Parent Leadership Training
Strategy 2, Activity 3 - Full Collaborative Meetings	3.a - Retreats for both the Long Beach Home Visitation Collaborative and Long Beach Child Abuse and Neglect Network are completed.	08/30/2016	Completion of both retreats for LBCANN and HVC collaboratives
	3.b - Quarter 1: Monthly HVC and LBCANN collaborative meetings (July, August, September 2016)	09/30/2016	Monthly collaborative meetings for quarter completed

**EXHIBIT A – Performance Matrix**

Performance Objectives	Milestones	Due Date Date objective/milestone will be completed	Acceptable Quality / Quantity
Strategy 2, Activity 4 - Child Abuse Prevention Public Education Campaign	3.c - Quarter 2: Monthly HVC and LBCANN collaborative meetings (October, November, December 2016)	12/31/2016	Monthly collaborative meetings for quarter completed
	3.d - Quarter 3: Monthly HVC and LBCANN collaborative meetings (January, February, March 2017)	03/30/2017	Monthly collaborative meetings for quarter completed
	3.f - Quarter 4 – Monthly HVC and LBCANN collaborative meetings (April, May, June 2016 Meetings)	06/30/2017	Monthly collaborative meetings for quarter completed
	4.a – Implementation of campaign including print materials and media buys	06/30/2017	Plan implementation report
Strategy 2, Activity 5 – Police Department Convenings	5.a – Monthly meeting of steering committee	06/30/2017	Monthly steering committee
	5.b – First Police Department Convening is completed	10/31/2016	First police convening is complete
	5.c – Second Police Department Convening is completed	02/28/2017	Second police convening is complete
	5.d – Third Police Department Convening is completed	06/30/2017	Third police convening is complete
Strategy 2, Activity 6 – Home Visitation Learning Communities	6.a - Ad-hoc committee is formed out of the Home Visitation Collaborative	08/31/2016	Ad hoc-committee formed
	6.b – First Learning Community	12/31/2016	First Learning Community completed
	6.c – Second Learning Community	02/28/2017	Second Learning Community completed
	6.d – Third Learning Community	06/30/2017	Third Learning Community completed
Strategy 2, Activity 7 – Service Provider Trainings	7.a – Assessment of Home Visitation Providers Completed	08/30/2016	Final assessment report being submitted
	7.b – Provider Training 1 is completed	10/31/2016	Provider Training 1 completed

### EXHIBIT A – Performance Matrix

Performance Objectives	Milestones	Due Date Date objective/milestone will be completed	Acceptable Quality / Quantity
	7.c – Provider Training 2 is completed	12/15/2016	Provider Training 2 completed
	7.d – Provider Training 3 is completed	02/15/2017	Provider Training 3 completed
	7.e – Provider Training 4 is completed	06/15/2017	Provider Training 4 Completed
Activity 8 – Evaluation	8.a - Quarter 1 Evaluation report (July, August, September 2016)	10/30/2016	Data collection, evaluation components and performance measures for each activity submitted to First 5 LA, after CLB Partnership review and approval.
	8.b - Quarter 2 Evaluation report (October, November, December 2016)	01/31/2017	Data collection, evaluation components and performance measures for each activity submitted to First 5 LA, after CLB Partnership review and approval.
	8.c - Quarter 3 Evaluation report (January, February, March 2017)	04/30/2015	Data collection, evaluation components and performance measures for each activity submitted to First 5 LA, after CLB Partnership review and approval.
	8.d - Quarter 4 Evaluation report (April, May, June 2017)	07/31/2016	Final quarterly report submitted to First 5 Program Officer after CLB partnership review and approval. Last quarter report must include completed Getting Better Data (GBD) requirements.

Agreement # 08882

**Exhibit B – Budget**

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

**GRANT AGREEMENT**

**For**

**Communities Strategy 1 - Shared Vision & Collective Action Initiative**

**Central Long Beach Learning By Doing**

**FOR THE PERIOD**

**July 1, 2016 to June 30, 2017**



**Exhibit B  
Fixed Fee for Services Budget**

Contract # : 08882  
 Agreement Period: July 1, 2016 - June 30, 2017

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

Project Name: Central Long Beach Learning by Doing

Performance Objectives/Milestones	Fee
1.a Complete plan for Community Wide Early Learning workshops including planning with Community Partnership and residents	7,147
1.b Complete first Community Wide Early Learning Workshop for parents of children 0-3	14,147
1.c - Complete second Community Wide Early Learning Workshop for parents of children 0-3	14,147
3.a - Retreats for both the Long Beach Home Visitation Collaborative and Long Beach Child Abuse and Neglect Network are completed.	29,555
3.b - Quarter 1: Monthly HVC and LBCANN collaborative meetings (July, August, September 2016)	10,874
3.c - Quarter 2: Monthly HVC and LBCANN collaborative meetings (October, November, December 2016)	10,874
3.d - Quarter 3: Monthly HVC and LBCANN collaborative meetings (January, February, March 2017)	10,874
3.f - Quarter 4 - Monthly HVC and LBCANN collaborative meetings (April, May, June 2016 Meetings)	10,874
4.a - Implementation of campaign including print materials and media buys	27,000
5.a - Monthly meeting of steering committee	17,293
5.b - First Police Department Convening is completed	8,190
5.c - Second Police Department Convening is completed	8,190
5.d - Third Police Department Convening is completed	8,190
6.a - Ad-hoc committee is formed out of the Home Visitation Collaborative	8,261
6.b - First Learning Community	16,556
6.c - Second Learning Community	16,556
6.d - Third Learning Community	16,556
7.a - Assessment of Home Visitation Providers Completed	13,123
7.b - Provider Training 1 is completed	12,754
7.c - Provider Training 2 is completed	12,754
7.d - Provider Training 3 is completed	12,754
7.e - Provider Training 4 is completed	12,754
8.a - Quarter 1 Eval report (July, August, September 2016)	6,000
8.b - Quarter 2 Eval report (October, November, December 2016)	6,000
8.c - Quarter 3 Eval report (January, February, March 2017)	6,000
8.d - Quarter 4 Eval report (April, May, June 2017)	6,000
<b>TOTAL COST</b>	<b>\$ 323,423</b>

JoAnn Smith  
 Fiscal Contact Person  
 joann.smith@longbeach.gov  
 Email Address  
 (562) 570 - 4098  
 Phone #

Additional supporting documents may be requested

Agreement # 08882

**Exhibit C – Compliance Guidelines**

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

**GRANT AGREEMENT**

**For**

**Communities Strategy 1 - Shared Vision & Collective Action Initiative**

**Central Long Beach Learning By Doing**

**FOR THE PERIOD**

**July 1, 2016 to June 30, 2017**

# COMPLIANCE GUIDELINES



## Los Angeles County Children and Families First – Proposition 10 Commission

### COMPLIANCE GUIDELINES

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

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

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

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

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

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

#### **II. METHODS USED TO ASSESS CONTRACTOR'S COMPLIANCE**

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

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



**Los Angeles County Children and Families First – Proposition 10 Commission**

**COMPLIANCE GUIDELINES**

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

C. Meetings and Conference Calls

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

D. Site visits

Commission staff may conduct site visits in order to monitor Contractor's progress in implementing Contractor's program or project and assess the degree to which a program or project is being implemented in accordance with the Contract and its incorporated exhibits (e.g., Performance Matrix, Statement of Work, Scope of Work). During a site visit, staff may: (1) review and discuss Contractor's implementation of program or project activities; (2) interview program or project staff and participants; (3) review supporting documentation regarding program or project functions (e.g., data collection methods, documentation of program activities); (4) review financial documents related to the Contract; and (5) review applicable supporting documents to ensure compliance with local, state and federal laws applicable to the program or project (e.g., HIPAA compliance, IRB Compliance, Human Subjects Compliance).

E. Emails and Other Written Communications

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

F. Corrective Action Plan

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

## Los Angeles County Children and Families First – Proposition 10 Commission

### COMPLIANCE GUIDELINES

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

#### G. Document Review

##### 1. *Contract Exhibits and Required Documents*

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

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

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

- Documents Describing Involvement in Litigation or Contract Compliance Difficulties (signed by authorized signatory)
- Child Care Center License (if applicable)
- By Laws (if applicable)
- Articles of Incorporation (if applicable)
- List of Current Board of Directors (if applicable)
- Signature Authorization Form and supporting documentation
- IRS Account Determination Letter (submitted by all charitable non-profit organizations)

## Los Angeles County Children and Families First – Proposition 10 Commission

### 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:

## Los Angeles County Children and Families First – Proposition 10 Commission

### COMPLIANCE GUIDELINES

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

#### IV. PROCEDURES FOR NON-COMPLIANCE

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

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

#### V. SANCTIONS

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

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

**Los Angeles County Children and Families First – Proposition 10 Commission**

**COMPLIANCE GUIDELINES**

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

Commission's termination or non-compliant status of the Contract may influence Commission's future funding considerations for Contractor. 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.

Agreement # 08882

**Exhibit F – Data Use Approval Form**

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

**GRANT AGREEMENT**

**For**

**Communities Strategy 1 - Shared Vision & Collective Action Initiative**

**Central Long Beach Learning By Doing**

**FOR THE PERIOD**

**July 1, 2016 to June 30, 2017**



## Exhibit F

### Data Use Approval Form

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

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

Today's date:

Approval decision needed by:

Contractor/Grantee name:

Project/Initiative Name:

Agreement Number:

Principal Investigator/Primary Contact Person:

Designated Commission Staff:

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

*Specify First 5 LA project and data source*

2. Is there an IRB approval for such use?

Yes

No.

Not applicable

Please provide an explanation:

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

Conference/Meeting

Date:

Location:

Publication or other peer reviewed journal

Name of publication or journal:

Other Please provide specific details:

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

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

---

*For Commission Use Only*

Approved, as is

Conditional, upon submitted revision

Denied, reason:

E-mail notification sent to Contractor/Grantee

Date:



Agreement # 08882

**Exhibit G – Style Guide**

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

**GRANT AGREEMENT**

**For**

**Communities Strategy 1 - Shared Vision & Collective Action Initiative**

**Central Long Beach Learning By Doing**

**FOR THE PERIOD**

**July 1, 2016 to June 30, 2017**



1<sup>ST</sup>  LA

# first 5 la

Giving kids the best start

## Brand Guidelines

GRANTEES  
AND PARTNERS

JUL. 2016



Welcome

Welcome to First 5 LA's extended family! We are proud of the work your organization is doing for the children and families in L.A. County, and want to ensure that your clients, peers, colleagues and community members know that your organization has received funding from First 5 LA.

To that end, your contract with First 5 LA contains a provision about including First 5 LA funding attribution as well as the First 5 LA logo in materials such as fliers, posters or brochures you create to promote the funded activity. This Style Guide gives you all the information your organization needs to create materials that use our logo in the proper way. You will also receive digital copies of our logo, but if you are missing them, you can download them from the First 5 LA website at <http://www.first5la.org/index.php?r=site/tag&id=690>



## Logo

The use of a logo that has been simply copied as a result of a web search should not be used. These images are often at a low resolution and may result in low-quality collateral. The correct and most current version of the First 5 LA logo can be downloaded at <http://www.first5la.org/index.php?r=site/tag&id=690>

Note that two file formats are available via this link - Vector (EPS) and PNG. The PNG version is commonly used for online applications and in MS Office documents (Word, Excel, Powerpoint, etc.). The EPS version is commonly used for print applications and in graphic editing software (Illustrator, Photoshop, InDesign, etc.).

## Tagline

Our tagline communicates First 5 LA vision and should always be included with our logo. The only two exceptions are the *Best Start* and Welcome Baby logo versions. See page 10 for reference.

## For users of Microsoft Office programs and graphic editing software

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### HOW TO USE THE FIRST 5 LA LOGO IN YOUR FLIERS AND PRESENTATIONS

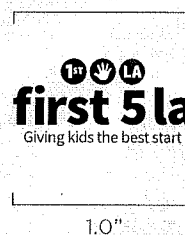
Grantees and partners that do not have the funds to use graphic designers with high-resolution creative software, such as Photoshop, Illustrator or InDesign tend to employ a “do-it-yourself” approach to assist them in the design of their promotional materials, often using Microsoft Word, Powerpoint or Publisher. Using these applications limits an organization’s design possibilities, and limits the organization to a limited number of file formats for images and graphics — in the case of the First 5 LA logo, there is a PNG version, which is available in color, in black or in white.




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### SIZE

Our logo should never be smaller than one inch wide.



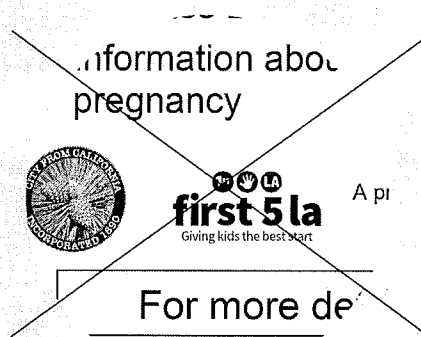
COLOR

If you use a version of the First 5 LA logo that was copied as a result of an image web search, chances are that the logo will have a white box around it. This is a problem if the piece being created has a colored background.

Therefore, if you plan on creating your materials using non-professional software, you **MUST** use the PNG version of the logo from our website press room. If you have trouble downloading logos from our website and only have the logo with a "white box around it," it is recommended that you **DO NOT USE** a colored background.



Resolution to scenario above, colored background was changed to white.



RULES TO FOLLOW:

- If you plan on printing in color on white paper, use the color logo.
- If you plan on printing in black and white with a white background, use the black logo. Do not use the color logo when you intend to print your materials in black and white.
- If the logo will be against a dark background, use the white version of the First 5 LA logo (see Page 7).



CORRECT black and white usage.



INCORRECT black and white usage. The logo should not be used in grey scale.

### CLEAR SPACE

“Clear space” is the term for the minimum amount of empty space that must surround the First 5 LA logo at all times.

The logo should always have clear space around it – equal to the height of the letter “i” on all four sides – to protect it from distractions such as other graphics or typography.



TDD: (555) 555-0000  
 Website: www.cboweb.org



“h funding from dolor sit amet, consectetur adipisci  
 ‘cerat bibendum. Suspendisse molestie male  
 at. Proin at urna at ligula rhoncus eger’  
 ‘no pharetra semper. Praesent’

CORRECT clear space usage.



When using multiple images or text, DO NOT allow them to infringe on the clear space.

### SCALING OR RESIZING

To maintain the integrity of the First 5 LA logo and brand, DO NOT stretch, squeeze or otherwise modify the First 5 LA logo. Instead, maintain the proportions of the logo by re-sizing it to fit your materials.



To maintain the proportions and avoid stretching the logo, hold the Shift key on your keyboard as you resize. At that point you can make the logo larger or smaller to fit the proportions of your document.



INCORRECT SCALING.



## For users of graphic editing software only

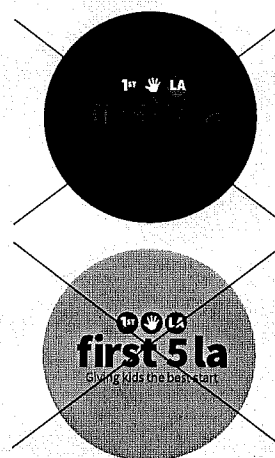
### BACKGROUND COLOR

Using the logo against a white background is always preferred.

If you are using graphic editing software (Illustrator, Photoshop, etc.) and have downloaded the EPS version of the logo, stay with white or light colored backgrounds. If the logo will be used against a dark background, always use the logo in white.



CORRECT background color usage.



DO NOT use the color version of the logo against a dark background.

### USING THE NAME "FIRST 5 LA" AS WRITTEN TEXT

When "First 5 LA" is part of written text, and the font used places number characters below the baseline (e.g., Meta, Triplex, Caslon, Georgia, etc.), the baseline shift of the "5" must be raised to be on the same level as the rest of the text.

**First 5 LA**

Baseline

~~**First 5 LA**~~

Baseline



MORE INCORRECT USAGE

To maintain the integrity of the brand, DO NOT alter the logo in any way.



**DO NOT** change the color of the logo.



**DO NOT** reorganize the elements of the logo.



**DO NOT** change the fonts of the logo.



**DO NOT** add drop shadows or any other effects to the logo.



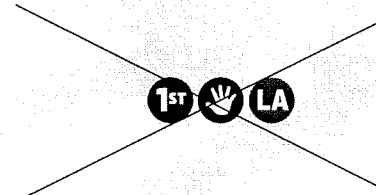
**DO NOT** remove the tagline.



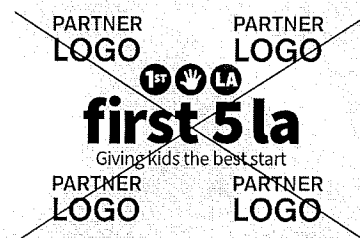
**DO NOT** remove the top layer.



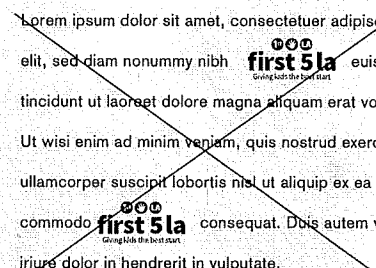
**DO NOT** use the middle layer, "first 5 la," on its own.



**DO NOT** use the graphic icons by themselves.



**DO NOT** infringe on the logo's clear space.



**DO NOT** incorporate the logo as part of text or copy.

MORE INCORRECT USAGE



**DO NOT** place the logo over photographs. The logo can only be used over a solid color.



**DO NOT** place a reverse white version of the logo over photographs. The logo can only be used over a solid color.



**DO NOT** convert the color logo to grey scale. Always make sure to use a black and white version instead.



**DO NOT** use a logo that has been copied from the First 5 LA website unless it was downloaded from our Press Room page from First5LA.org.



**DO NOT** compress the logo. Always maintain the logo's ratio. Check the icons on the top layer, they should always be perfect circles.



**DO NOT** stretch the logo. Always maintain the logo's ratio. Check the icons on the top layer, they should always be perfect circles.



**DO NOT** change the color of the logo to anything other than white when used over a solid color.



**DO NOT** rotate the logo in any direction. It should always be placed perfectly horizontal.

## Sub-Brand Logos

Sub-brands like *Best Start* and *Welcome Baby* appear as part of the logo by replacing the tagline. Sub-brand logos always have a line, justified tight under the middle layer. The name of the sub-brand breaks this line and is centered under the middle layer that clearly spells "first 5 la." Every sub-brand has a specific color assigned to it.



### *Best Start* General Logo

This logo is very similar to First 5 LA's logo, except the name *BEST START* replaces the tagline. The sub-brand names should be used in all caps.

The *Best Start* name should only be used in Pantone 361, C:69 M:0 Y:100 K:0 or R:84 G:185 B:72 colors.

Whenever the name *Best Start* is used in copy, it should always be italicized.



### *Best Start* Community Logo

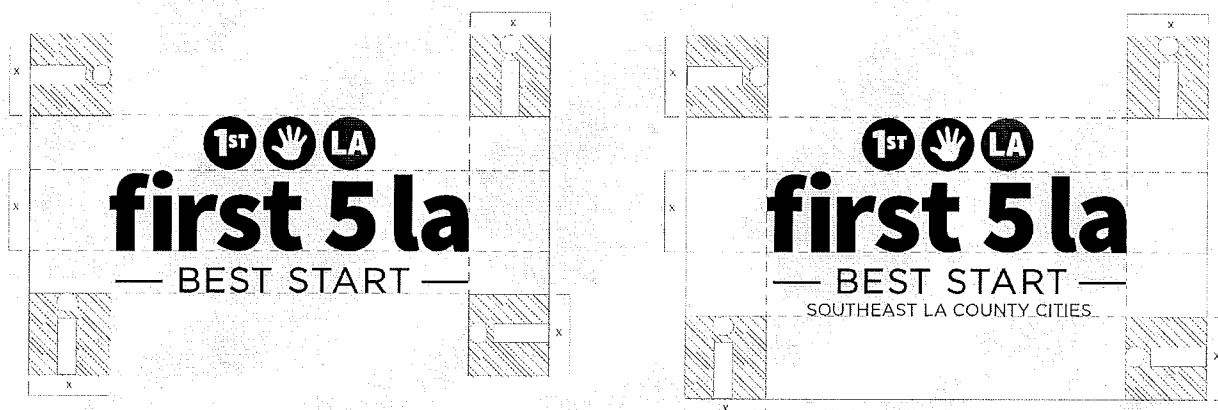
This logo is very similar to *BEST START'S* logo, except the name of the specific community is centered right below the name *Best Start*. Community names should be used in all caps.



### *Welcome Baby* Logo

This logo is very similar to First 5 LA's logo, except the name *WELCOME BABY* replaces the tagline. Use all caps for the program name.

The *Welcome Baby* name should only be used in Pantone 226, C:0 M:99 Y:0 K:0 or R:236 G:9 B:141 colors.



## Spacing

Sub-brand logos should always have clear space around it, equal to the height of the letter “i” on all four sides, to protect it from distractions such as other graphics or typography.

## Size

Our sub-brand logo lock-up should never be smaller than one inch. Whenever resizing the logo, be sure to scale the stroke weight accordingly. Do not include the community name on the logo when printing at the smallest one inch size. If the community logo is needed, do not scale it smaller than 1.5 inch.



## Sub-Brand Incorrect Logo Usage

In addition to the previously mentioned rules for correct logo usage, the following rules also apply to the sub-brand logos.



**DO NOT** change the color of the sub-brand name.



**DO NOT** change the color of the sub-brand name.



**DO NOT** use a different font.



**DO NOT** lower case the Best Start text.



**DO NOT** lower case the community names.



**DO NOT** change the color of the community names.



**DO NOT** add the tagline to the sub-brand logos.



**DO NOT** remove the "first 5 la" name from the logo.

## FIRST 5 LA PARTNERSHIP LANGUAGE

GRANTEES or CONTRACTOR shall indicate prominently in every press release, public statement, electronic media, project signage or printed materials, including, brochures, newsletters, and reports, related to the programs and services conducted by GRANTEES pursuant to this Agreement that the programs and services are funded by COMMISSION. GRANTEES or CONTRACTOR shall ensure that the COMMISSION funding attribution in promotional materials, activities and publications developed in support of the program and services conducted by GRANTEES or CONTRACTOR 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 GRANTEES or CONTRACTOR pursuant to this Agreement, GRANTEE or CONTRACTOR shall include, in a prominent location that conforms to the COMMISSION's Style Guide, the COMMISSION's logo and one of these statements:

**- Funded by First 5 LA, a leading public grantmaking and child advocacy organization**

*Used when First 5 LA is the sole funder of a project*

**- Funded in part by First 5 LA, a leading public grantmaking and child advocacy organization**

or **Funding by First 5 LA, a leading public grantmaking and child advocacy organization**

*Used when First 5 LA is a partial funder of a project*

**- Funded in partnership with First 5 LA, a leading public grantmaking and child advocacy organization**

*Used when First 5 LA is supporting a project, but not contributing financially*

GRANTEES or CONTRACTOR shall also provide COMMISSION staff with material for review and approval prior to distribution (either as a print publication or via digital distribution).

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## ABOUT FIRST 5 LA:

First 5 LA is a leading early childhood advocate organization created by California voters to invest Proposition 10 tobacco tax revenues. In partnership with others, First 5 LA strengthens families, communities and systems of services and supports so that all children in Los Angeles County enter kindergarten ready to succeed in school and life.

Use the above language if you need a paragraph describing First 5 LA.

PLEASE DO NOT CHANGE THIS LANGUAGE.

Please consult your Program Officer if you have any questions.

## URL FORMATING

The "F" and "LA" in First 5 LA's URL should always be capitalized. This will help us avoid confusion as some may mistake the lowercase "l" with a number "1."



**First5LA.org**

**First5LA.org**

## URL USAGE

When space allows, in pieces like collateral or advertising materials, the URL can accompany a call to action. Make sure to use a bold font for the URL.

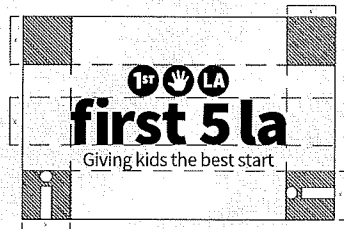
Visit **First5LA.org** to learn more.

The URL can be used on its own when space is limited, such as billboards or small online banners.

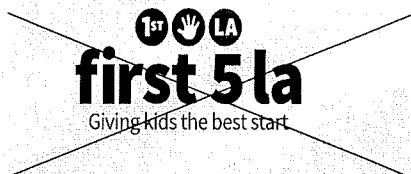
**First5LA.org**

## Checklist

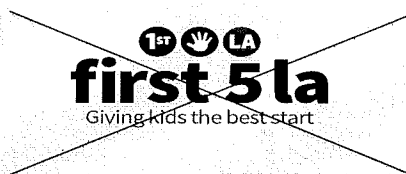
When the collateral piece has been created, check to see if the logo usage is correct.



Is there enough clear space around the logo?



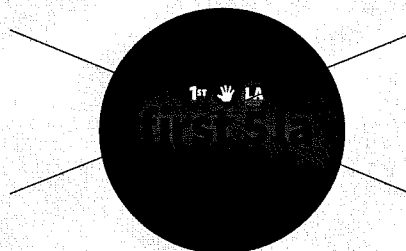
Does the logo look stretched or squeezed?



If your collateral piece is going to be printed in black, are you using the black version logo?



If your collateral piece has a dark background color, are you using the white version of the logo?



Is the logo large enough to be legible?



## First 5 LA Brand Guidelines

If you have questions about the First 5 LA brand,  
please contact:

### **Gustavo Muñiz**

Graphic Designer

First 5 LA

750 N. Alameda St., Suite 300

Los Angeles, CA 90012

ph: 213.482.7811

fax: 213.482.5552

[gmuniz@First5LA.org](mailto:gmuniz@First5LA.org)

### **Violet Gonzalez**

Countywide Marketing Manager

First 5 LA

750 N. Alameda St., Suite 300

Los Angeles, CA 90012

ph: 213.482.7833

fax: 213.482.5552

[vgonzalez@First5LA.org](mailto:vgonzalez@First5LA.org)