



March 27, 2018

Ms. Alma Castro
City of Long Beach
333 W. Ocean Blvd., 13th Floor
Long Beach, CA 90808

34912

Dear Ms. Castro:

It is my pleasure to inform you that the Board of Directors of the Laura and John Arnold Foundation (the "*Foundation*") has authorized a grant to City of Long Beach ("*Grantee*") in the amount of *up to* \$491,211.00 (four hundred ninety-one thousand two hundred eleven dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the purpose of conducting a randomized controlled trial ("*RCT*") to evaluate the effectiveness of the Forensic Assertive Community Treatment and Wraparound services intervention ("*FACT-Wraparound Model*") in the City of Long Beach, California, with the overall goal of improving the interventions deployed for frequent utilizers interacting with the criminal justice system (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. ***Charitable Purpose.*** Grantee agrees that the Grant will only be used for charitable, educational, and/or scientific purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*"), and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. **Term.** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the “*Effective Date*”) and will expire on June 30, 2021, unless terminated earlier as provided herein (the “*Term*”).
3. **Payment of Grant Funds.** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 8 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in five (5) installment payments as follows (each an “*Installment Payment*” and collectively, the “*Installment Payments*”): (a) the first Installment Payment of \$63,207.00 (sixty-three thousand two hundred seven dollars) within thirty (30) business days of the execution and delivery of a signed copy to the Foundation of this Agreement by Grantee; (b) the second Installment Payment of \$158,000.00 (one hundred fifty-eight thousand dollars) on or by November 30, 2018, **only if** Grantee has received written authorization to proceed as described in Milestone 3 of Exhibit B; (c) the third Installment Payment of \$165,000.00 (one hundred sixty-five thousand dollars) on or by November 30, 2019, **only if** Grantee has previously satisfied the requirements described in Section 3(b) above; (d) the fourth Installment Payment of \$85,000.00 (eighty-five thousand dollars) on or by November 30, 2020, **only if** Grantee has previously satisfied the requirements described in Section 3(b) above; and (e) the fifth and final Installment Payment of \$20,004.00 (twenty thousand four dollars) on or by May 31, 2021, **only if** Grantee has previously satisfied the requirements described in Section 3(b) above. All Installment Payments pursuant to this Agreement will be contingent on Grantee’s full compliance with the budget and milestones set forth in Exhibits A and B, attached hereto and incorporated herein (the “*Budget and Milestones*”), in a manner satisfactory to the Foundation. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion that Grantee is not in full compliance with the terms of this Agreement, including the Budget and Milestones. If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement, including, but not limited to, full compliance with the Budget and Milestones, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes fully compliant with the Agreement, including, but not limited to, the Budget and Milestones.
4. **Representations and Warranties.** Grantee makes the following representations and warranties:
 - a. Grantee is a governmental unit duly formed, validly existing, and in good standing in the State of California with all governmental power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant.
 - b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a “*Qualifying Grantee*” is an

organization which at all times meets the following criteria: (i) it is a charitable organization described in Code Section 501(c)(3), a governmental unit defined in Code Section 170(c)(1), or an integral part of or an instrumentality of a governmental unit defined in Code Section 170(c)(1), (ii) it is not a “private foundation” within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee’s status under subsections (i) – (iii) above. Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

- c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.
 - d. The parties acknowledge that the Foundation will not direct or control Grantee’s interactions with any government officials or employees. Grantee agrees that it will advise the Foundation if it or any of its agents engage in activity that could give rise to any disclosure of the Grant or the Foundation under federal, state, or local lobbying disclosure rules and/or campaign finance laws.
 - e. Grantee complies with and will continue to comply with all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.
 - f. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.
5. **Records.** Grantee will maintain accurate and complete records of receipts and expenditures made from Grant funds and will keep these records during the period covered by Grantee’s reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal

business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. ***Reporting and Information.***

- a. Grantee will immediately provide the Foundation with (i) a current, valid letter attesting to Grantee's status as a Qualifying Grantee, and (ii) copies of Grantee's financial statements, with respect to Grantee's fiscal years ending on September 30, 2018, September 30, 2019, September 30, 2020, and September 30, 2021 as such documents become available.
- b. Grantee will promptly provide the Foundation with: (i) interim reports on October 30, 2018, April 30, 2019, October 30, 2019, and October 30, 2020; and (ii) a final report on April 30, 2021 (each a "*Grant Report*" and collectively, the "*Grant Reports*"). Each Grant Report will include a full, detailed accounting of expenditures of Grant funds, including a confirmation that the funds have been spent exclusively toward the Purpose in accordance with the Budget, as well as a narrative of what was accomplished by the use of such funds during the reporting period (including a description of progress made in fulfilling the Purpose of the Grant, a confirmation of Grantee's compliance with the terms of this Agreement, and the specific requirements described in Exhibit B). Grantee shall also inform the Foundation of any material change in its operating budget and expenses, including, but not limited to, material variations in executive compensation. Grantee also agrees to provide the Foundation with a copy of all materials developed or published using the Grant. Moreover, the Grant Reports shall include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.
- c. If the Grant funds are not fully expended by Grantee in accordance with the Budget as set forth in Exhibit A, Grantee will disclose this in the Grant Reports, and the Foundation will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to the Foundation. Grantee may not reallocate any unspent funds and may not spend or retain unspent funds after the Budget end date without prior written approval from the Foundation.
- d. Grantee will (i) immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee, and (ii) provide the Foundation prompt written notice (1) if any of the events in Section 8 of this Agreement occurs, and (2) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 8 of this Agreement.

7. ***Registration and Openness.*** For any empirical research study performed under this Agreement, Grantee must meet (and must ensure that any third parties involved in

the research meet) certain transparency requirements, as further elaborated below and in the document “Guidelines for Investments in Research” available on the Foundation’s website (the “*Guidelines*”). The Guidelines’ specific applicability to Grantee’s empirical research study may vary as determined by the Foundation. Moreover, both the applicability of the Guidelines as well as the requirements of this Section 7 may be modified by the Foundation during the Term as deemed appropriate by the Foundation. Grantee acknowledges and agrees that the obligations imposed by this Section 7 shall continue for the duration of the empirical research study or evaluation related to the Purpose, even if such duration expands beyond the Term.

- a. Grantee must establish an account with the Open Science Framework (“*OSF*”) (<http://osf.io>), and must create a new project for any new empirical research study. Unless there is an express legal restriction on doing so, Grantee must (i) add Angela LaScala-Gruenewald, Criminal Justice Manager, and Stuart Buck, the Foundation’s Vice President of Research, as collaborators with “Administrator” permissions on the OSF project webpage so that they can view the empirical research study materials saved there; and (ii) make the empirical research study publicly viewable by selecting the “Make Public” option on the study’s project, unless the Foundation agrees to allow the project or a component thereof to remain private.
- b. The project’s OSF webpage must include an analysis plan describing the hypothesis or hypotheses to be examined in the empirical research study, the primary and secondary outcomes, the statistical model(s) and methodologies to be used, and further details as specified in the Guidelines. This analysis plan must be completed, approved, and registered in a manner satisfactory to the Foundation and consistent with the Milestones set forth in Exhibit B below. To the extent that a particular research design changes substantially after the first pre-registration but before statistical analyses have been completed, Grantee should create a subsequent pre-registration for the empirical research study in a manner satisfactory to the Foundation.
- c. To the maximum extent allowed under any applicable federal or state law, institutional review board (“*IRB*”) procedures, Consolidated Standards of Reporting Trials (“*CONSORT*”) 2010 procedures, memorandum or contract signed with a government agency (including any regulations applicable thereto), and/or license, all of the datasets, computer code, and/or other materials (such as codebooks, protocols, survey instruments, administrative records, etc.) related to the empirical research study must be (i) saved at the OSF’s project webpage in the version-controlled system there or linked to in a trusted digital repository such as DataVerse, and (ii) made publicly available at the time of a final evaluation report or scholarly article publication (unless the Foundation agrees to a later date).

Notwithstanding the above, to the extent that any dataset contains information subject to privacy and/or confidentiality duties or obligations under applicable law or agreement, Grantee shall release as much data as is allowed subject to compliance with such privacy and/or confidentiality duties or obligations. For example, only if, and to the extent, legally permissible, Grantee shall release a public use version of a dataset after removing certain identifying variables or taking any necessary actions that statistically anonymize the data. Further, even for private and confidential data, Grantee shall share that dataset with a third-party researcher if that researcher has first: (a) obtained official written approval from all governmental agencies that provided data access to Grantee; (b) obtained written approval from an accredited IRB; and (c) signed a non-disclosure agreement pertaining to all private and/or confidential data. The third-party researcher's access to the dataset shall take place on whatever terms are negotiated with the governmental agencies mentioned above (such as, by way of example, password protection, access via remote software such that the dataset is not downloaded to the researcher's local computer, or the removal or alteration of personally identifiable information).

- d. The final results of Grantee's research must be made available at the project's OSF webpage, including but not limited to, any final evaluation report and/or a link to any publication generated from the empirical research study's dataset. In cases where the results may be published in a journal that embargoes results before publishing, this information may remain private until the article is published. For any publication in a journal that imposes subscription or per-article fees, Grantee must either (i) make a copy of the publication freely available on the OSF webpage (if allowed under the journal's copyright policies), or (ii) write a report on the same finding(s) and make that report freely available on the OSF webpage directly or via a link to a preprint server. If no official report or publication is otherwise available, the OSF webpage must be updated within one (1) year of the endpoint of data collection (unless the Foundation agrees to a later date) to include a detailed written report of the findings or to provide a link to the detailed written report of the findings on a preprint server.
8. **Termination.** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:
- a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;
 - b. There is a material change in the purpose, character or method of operation of Grantee, a material change in the leadership of Grantee, or a material change in

Grantee's research staff responsible for carrying out the Purpose of the Agreement;

- c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;
- d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);
- e. Grantee has materially misrepresented to the Foundation its activities or financial condition;
- f. Grantee fails to comply with any of the provisions of this Agreement including, but not limited to, the Budget and Milestones in Exhibits A and B, respectively; or
- g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination, and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches, or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

9. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

- a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;
- b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 8(a) or 8(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

- c. If the Foundation terminates this Agreement pursuant to either Section 8(a) or 8(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.
10. **Indemnity; Liability.** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively, the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant; (b) the expending of Grant funds furnished pursuant to this Agreement; or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.
11. **Grant Publicity.** Grantee may release information regarding the Grant (*i.e.*, information mentioning this Agreement, the Foundation, and/or the Grant) provided that at the time of such release Grantee (i) is in compliance with the provisions of this Agreement; (ii) has received **prior written approval** from the Foundation's Vice President of Communications; and (iii) agrees to furnish the Foundation with copies of any such news releases or other written materials within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from Grantee, the Foundation may include information about this Agreement and/or Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations. Moreover, the parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or release information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the Grant, this Agreement, and/or the Foundation.
12. **Gifts.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or Foundation Parties with any membership, commemorative items, recognition plaques, or gratuities or benefits of any kind.
13. **Governing Law and Venue.** The parties agree to remain silent.

14. **Entire Agreement.** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and the Foundation.
15. **Waiver.** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.
16. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.
17. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.
18. **No Third Party Rights.** Except as set forth in Section 10 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successors and assigns as permitted hereunder.
19. **Remedies.** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or in equity.
20. **Independent Parties.** This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto. Grantee acknowledges and agrees that it will conduct all activities funded by the Grant in its own name and that Grantee's employees and agents are not, and will not hold themselves out to be, agents or representatives of the Foundation for any purpose.
21. **Survival.** The provisions of Sections 5, 6, 7, 9, and 10 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

22. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

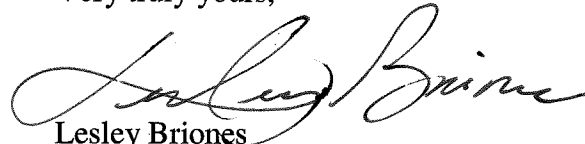
23. **Contact Information.** For information regarding the Grant, please contact:

Laura and John Arnold Foundation
c/o Dina Grove, Grants Manager & Legal Counsel
3 Columbus Circle, Suite 1601
New York, NY 10019
Phone: (212) 430-3630
E-mail: dgrove@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within ten (10) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such ten (10) business days, this Agreement and the Grant are hereby revoked.

We look forward to our Grant assisting your organization in accomplishing its mission and charitable goals.

Very truly yours,



Lesley Briones
Executive Vice President, Chief Operating
Officer, and General Counsel

ACCEPTED AND AGREED:

CITY OF LONG BEACH

Grantee

By: PL West

Name: Pat West

Title: City Mgr

Date: 4/9/18

APPROVED AS TO FORM

4-2, 2018

CHARLES PARKIN, City Attorney

By: [Signature]

AMY R. WEBBER
DEPUTY CITY ATTORNEY

EXHIBIT A BUDGET

All Grant spending will commence on the Effective Date and must be concluded by no later than March 31, 2021. The Grant will be used exclusively for the Purpose on the expenditures detailed below. Re-budgeting across Budget line items or for any re-budgeting between Budget periods is allowed, except where such re-budgeting results from a change in the Purpose of the Grant. Notwithstanding the foregoing, however, Grantee must seek the Foundation's prior written approval for any re-budgeting above 10% for any given Budget line item or between Budget periods. Moreover, Grantee must inform the Foundation of any material change in its operating budget and expenses, including but not limited to material variations in executive compensation.

Expense Description	Phase 1		Phase 2: RCT				Phase 1 + 2	
	Partial Year 1 Effective Date - 9/30/18 (6 months)	Year 1 10/1/18 - 9/30/19	Year 2 10/1/19 9/30/20	Partial Year 3 10/1/20 - 3/31/21	Total Phase 2: RCT	Total		
Personnel:								
Research Manager (FTE: 75% Y1&Y2, 25% Y3, 48% fringe)	\$24,012	\$69,264	\$69,264	\$23,088	\$161,616	\$185,628		
Data Scientist (10% FTE)	\$0	\$0	\$0	\$0	\$0	\$0		
FACT Project Manager (2.5% FTE)	\$0	\$0	\$0	\$0	\$0	\$0		
<i>Personnel Subtotal</i>	\$24,012	\$69,264	\$69,264	\$23,088	\$161,616	\$185,628		
Sub-Awards:								
California State University, Long Beach (CSULB) ²	\$3,985	\$36,264	\$36,258	\$33,490	\$106,012	\$109,997		
University of California, Los Angeles (UCLA) ³	\$32,809	\$40,693	\$41,907	\$34,115	\$116,715	\$149,524		
<i>Sub-Awards Subtotal</i>	\$36,794	\$76,957	\$78,165	\$67,605	\$222,727	\$259,521		
Other Direct Expenses:								
RCT Participant Incentives (700, \$25 per card)	\$0	\$5,833	\$5,833	\$5,834	\$17,500	\$17,500		
Travel (2 conferences, 2 persons)	\$0	\$0	\$5,000	\$5,000	\$10,000	\$10,000		
<i>Other Direct Expenses Subtotal</i>	\$0	\$5,833	\$10,833	\$10,834	\$27,500	\$27,500		
Total Direct Expenses	\$60,806	\$152,054	\$158,262	\$101,527	\$411,843	\$472,649		
Indirect Expenses	\$2,401	\$6,926	\$6,926	\$2,309	\$16,161	\$18,562		
Total Foundation Project Expense	\$63,207	\$158,980	\$165,188	\$103,836	\$428,004	\$491,211		

¹ The Data Scientist is funded by the Foundation under a separate, active grant agreement at 100% FTE and 48% fringe for a total of \$295,400 (through 12/31/19). The Project Manager is funded by the Foundation under a separate, active grant agreement at 100% FTE and 48% fringe for a total of \$231,724 (through 12/31/19).

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

³ Sub-award includes costs for Project Lead, Wes Yin, one (1) Criminal Justice Research Director ("RD"), and one (1) graduate student researcher ("GSR"), including salaries (Yin salary \$196,770 at rate of FTE 22% for Phase 1; RD salary \$100,000 at rate of FTE 15% for Phase 2; GSR salary \$57,004 at rate of FTE 24% for Phases 1 and 2), and fringe benefits. In addition, award includes direct cost Technology Infrastructure Fee and indirect costs.

EXHIBIT B MILESTONES

Project Background: With this Grant, Grantee will conduct an RCT evaluating the effectiveness of the FACT-Wraparound Model (the “Study”). The Study will be divided into two (2) phases. In the first phase, Grantee will pilot implementation of the Fact-Wraparound Model (“*Implementation Pilot*”) and conduct a feasibility study (“*Feasibility Study*”) to determine the viability of implementing the FACT-Wraparound Model and conducting a full-scale randomized controlled trial (“*Full-Scale RCT*”). During the Implementation Pilot, Grantee will: (i) engage in data sharing across multiple agencies; (ii) recruit and enroll twenty (20) individuals for randomization into treatment and control groups; (iii) develop organizational and data infrastructure capacity necessary for a potential Full-Scale RCT; and (iv) finalize all protocols for a potential Full-Scale RCT, including subject screening, selection criteria, randomization protocol, and protocol for implementation of the FACT-Wraparound Model. The Feasibility Study will evaluate Grantee’s ability to implement a Full-Scale RCT, including: (i) staffing and training (*i.e.*, human and operational capacity to implement the FACT-Wraparound Model); (ii) agency coordination and capacity (*i.e.*, coordination among multiple agencies to recruit subjects and coordinate delivery of the FACT-Wraparound Model); (iii) data infrastructure (*i.e.*, ability to collect, merge, and analyze data from multiple agencies to recruit and track subjects and outcomes); (iv) adherence to randomization protocol (*i.e.*, ability to identify individuals who satisfy Study criteria, randomize individuals into treatment and control groups, and avoid treatment contamination); (v) client recruitment (*i.e.*, ability to recruit sufficient number of individuals for a Full-Scale RCT; and (vi) data infrastructure (*i.e.*, whether data assets are sufficient to identify and recruit individuals and measure outcomes). Within two (2) weeks of delivery of the Feasibility Study to the Foundation, the Foundation will determine, in its sole discretion, whether to continue with the second phase of the Study and fund the Full-Scale RCT. If the Foundation provides Grantee with written authorization to proceed, Grantee will develop an analysis plan in consultation with the Foundation (“*Analysis Plan*”) for the Full-Scale RCT. The Full Scale RCT’s design, implementation, and reporting shall be consistent with the terms of the Analysis Plan. In addition to the reports required below, Grantee shall notify the Foundation before making any key decisions that could materially affect the Full-Scale RCT’s design or implementation.

Reporting Elements and Timeline: In addition to the requirements discussed in Section 6(b) of this Agreement, each Grant Report shall:

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

All milestones will be completed by Grantee as soon as practicable and in no event later than the deadlines specified below, unless Grantee has received the Foundation’s prior written consent to amend these deadlines.

Milestones	Completion Date
1. Provide the Foundation with a short memorandum outlining data sharing agreements and data infrastructure objectives for sharing data across multiple agencies.	April 30, 2018
2. Complete Implementation Pilot and provide Feasibility Study to the Foundation. <i>Upon review of the Feasibility Study, the Foundation will determine, in its sole discretion, whether to proceed with the Full-Scale RCT. Grantee agrees not to proceed with future Milestones unless and until it receives written authorization to proceed.</i>	September 30, 2018
3. Foundation notifies the Grantee in writing of its decision regarding the Full-Scale RCT.	October 12, 2018
4. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i). If approved by the Foundation, complete Analysis Plan in consultation with the Foundation. Establish an account on OSF, create a new project for the Study, and register the Analysis Plan, as required by Section 7(a)-(b).	October 30, 2018
5. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i). In addition to the reporting elements described above, the Grant Report will provide an update on the randomization process, including size of sample and baseline equivalence of the treatment and control groups.	April 30, 2019
6. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i).	October 30, 2019
7. Complete Full-Scale RCT. Submit interim Grant Report to the Foundation, as required by Section 6(b)(i).	October 30, 2020
8. Upload all associated research artifacts, final results of research, and final report to OSF project page, as required by Section 7(c)-(d).	March 31, 2021
9. Submit final Grant Report to the Foundation, as required by Section 6(b)(ii).	April 30, 2021