



Champions For Our Children

AGREEMENT # 00667

COMMISSIONERS  
Los Angeles County Supervisor  
Zev Yaroslavsky  
Chair

Jonathan E. Fielding, M.D., M.P.H.  
Vice Chair

32718

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

Nancy Au

Jane Boeckmann

Philip L. Browning

Neal Kaufman, M.D., M.P.H.

Marvin J. Southard, D.S.W.

GRANT AGREEMENT

Antronette K. Yancey, M.D., M.P.H.

For

EX OFFICIO MEMBERS  
Patricia Curry

Healthy Births Initiative

Arturo Delgado, Ed.D.

FOR THE PERIOD

Duane Dennis

July 1, 2012 to June 30, 2013

Deanne Tilton

INTERIM CHIEF EXECUTIVE OFFICER  
Craig A. Steele

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A public entity.

**GRANT AGREEMENT FOR  
HEALTHY BIRTHS INITIATIVE**

This Agreement, made and entered into this 1st day of July 2012, 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

Assistant City Manager

City Manager - Patrick H. West

Hereinafter referred to as  
"GRANTEE,"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

Collectively referred to as the "Parties"

GRANT AMOUNT: \$394,168

GRANT NUMBER: 00667

APPROVED AS TO FORM

7/5, 20 12  
ROBERT E. SHANNON, City Attorney

By \_\_\_\_\_

LINDA TRANG  
DEPUTY CITY ATTORNEY

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

HEALTHY BIRTHS INITIATIVE GRANT

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1. APPLICABLE DOCUMENTS

- 1.1. Exhibits A – D, and H inclusive, and E (if applicable), as described below, are attached to and form an integral part of this Agreement, and are hereby incorporated by reference. Exhibits F, G, as described below, will be completed by GRANTEE at later dates and forwarded to COMMISSION as specified in Sections 6.7, 6.9, and 9.1 of this Agreement, and are hereby incorporated by reference as mandatory reports that are an integral part of this Agreement.
- 1.2. In the event of any conflict in the definition or interpretation of any provision of this Agreement and any provision of the Exhibits, or among provisions of the Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

Exhibit A STATEMENT OF WORK, SCOPE OF WORK, and EVALUATION PLAN, SCOPE OF WORK/ PROGRAM IMPLEMENTATION AND EVALUATION PLAN, or LOGIC MODEL, as applicable

Exhibit B BUDGET FORMS

Exhibit C ORIGINAL PROPOSAL

Exhibit D ADDITIONAL REQUIRED DOCUMENTS as listed in GRANT AGREEMENT CHECKLIST

Exhibit E MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORMS (if applicable)

Exhibit F INVOICE FORM

Exhibit G MID-YEAR AND YEAR-END REPORTS or QUARTERLY REPORTS and SUSTAINABILITY PLAN (if applicable)

Exhibit H COMPLIANCE GUIDELINES

2. COMMISSION OBJECTIVES

2.1. Vision

First 5 LA is committed to creating a future throughout Los Angeles' diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

Mission

First 5 LA will work to make significant and measurable progress towards this vision by increasing the number of children from prenatal through age five who are physically and emotionally healthy, safe and ready to learn.

Values

The COMMISSION intends to fulfill our vision and mission by shaping our efforts around five core values:

1. Families: We acknowledge and amplify the voice of families so that they have the information, resources and opportunities to raise their children successfully.

2. Communities: We strengthen communities by enhancing their ability to support families.
3. Results Focus: We are accountable for defining results for young children and for our success in achieving them.
4. Learning: We are open to new ideas and modify our approaches based on what we learn.
5. Advocacy: We use our unique role to build public support for policies and programs that benefit children prenatal through age five and their families.

#### Role of the Commission

First 5 LA will continue to serve the following roles:

1. Community Partner: We operate as a community partner to complement, build, and strengthen the efforts and activities of others to have a greater impact on the lives of children and families.
2. Trendsetter and Leader: We serve as a trendsetter and leader that identifies, funds and replicates innovation, as well as proven solutions to long-standing problems that affect children and families.
3. Change Agent: We serve as a change agent to help mobilize the broader community to advocate for expectant parents, young children, and their families.
4. Convener and Facilitator: We serve as a convener and facilitator to bring together individuals, agencies and organizations with common goals.
5. Catalyst: We serve as a catalyst to promote the sustainability of effective programs for young children and their families.

#### 2.2. Program Purpose

COMMISSION is providing funds for specific programs and services proposed by GRANTEE in its Scope of Work and Evaluation Plan, Scope of Work/Program Implementation and Evaluation Plan, or Logic Model, as applicable, (Exhibit A), hereinafter referred to as "Scope of Work," and in its budget (Exhibit B). The purpose of the funds is to assist GRANTEE in providing programs, services, activities, and projects that impact one or more of the three priority goal areas. The funds will assist GRANTEE in improving systems coordination and responsiveness and enhancing organizational and management capacity.

### 3. CONDUCT OF PROGRAM

- 3.1. GRANTEE shall abide by all terms and conditions imposed and required by this Agreement and shall abide by all subsequent revisions, modifications and administrative changes as agreed upon in writing by both Parties to this Agreement by a written Amendment thereto.
- 3.2. GRANTEE shall in a professional, safe and responsible manner, operate and conduct the programs and services as outlined in the Scope of Work (Exhibit A) in accordance with the documents which are part of this Agreement, applicable law, and the general standards of care applicable to GRANTEE'S business.

4. **TERM OF GRANT**

This Agreement shall become effective July 1, 2012 (“effective date”) and shall terminate June 30, 2013 (“termination date”) unless terminated earlier as provided herein. This agreement may terminate before the termination date if GRANTEE is successful in securing Best Start Welcome Baby and/or Select Home Visitation project contracts. If GRANTEE does not secure a Best Start Welcome Baby and/or Select Home Visitation contract, this agreement will expire on the termination date. In no event shall the total approved grant amount exceed \$394,168 for all goods, labor and services to be provided by GRANTEE. If applicable, programs that demonstrate success (in relation to the stated objectives in the Scope of Work – Exhibit A documents and completion of GRANTEE’S program) during this grant period may be eligible to receive a non-competitive continuation grant for subsequent grant year(s) at the COMMISSION’S sole and exclusive authority only. GRANTEE expressly acknowledges and agrees that grant funding is provided on a year-to-year basis and that funding beyond the term of this Agreement will be contingent upon factors which include, without limitation, COMMISSION’S annual budget and GRANTEE’S performance.

The Grant Agreement is a year to year contract which terminates on the “termination date”. If the Grant Agreement is not signed within the thirty-day (30) period from the intended start date, the Commission has the right to withdraw the contract award. The COMMISSION reserves the right to revise the effective date prior to final execution of the contract.

5. **IMPLEMENTATION OF PROGRAM**

Implementation of GRANTEE’S funded program must begin within thirty (30) calendar days after the effective date, per Section 4 of this Agreement.

6. **PROGRAM EVALUATION AND REVIEW**

- 6.1. GRANTEE shall submit a Scope of Work – Exhibit A (Evaluation Plan, if applicable) that outlines the scope of GRANTEE’S funded program to evaluate the performance of work completed under this Agreement. The COMMISSION reserves the right to amend the Scope of Work throughout the grant period.
- 6.2. GRANTEE shall participate in the evaluation activity COMMISSION is sponsoring for each of its initiatives, and shall modify GRANTEE’S Scope of Work (Exhibit A) if directed to do so by COMMISSION based on the information provided in an evaluation. GRANTEE may be required to participate in activities related to an Institutional Review Board (IRB) related to Human Subjects Protection.
- 6.3. Any such modifications recommended by COMMISSION to GRANTEE’S Scope of Work – Exhibit A (Evaluation Plan, if applicable) are not subject to Section 7.2 of this Agreement.
- 6.4. GRANTEE shall participate in and cooperate with statewide efforts to evaluate Proposition 10 efforts. GRANTEE may opt out of the statewide evaluation efforts only if by participating, the GRANTEE would be violating HIPAA, applicable law, Confidentiality Agreements, and/or any internal Board policies related to the dissemination of confidential data. GRANTEE shall provide written notice to COMMISSION of its decision to opt out. In the event GRANTEE

opts out, GRANTEE will still be required to provide aggregate data or completed surveys about systems change and operations accomplished by GRANTEE'S lead agency and its collaborative partners.

- 6.5. GRANTEE shall, at its own expense, participate in and cooperate with any financial and/or program audit activities required by the COMMISSION, County or the State during the four (4) calendar years immediately following the termination of this Agreement. To facilitate any such audit, GRANTEE shall maintain all records and documents associated with its activities pursuant to this Agreement in a place and manner reasonably accessible to the COMMISSION and auditors.
- 6.6. GRANTEE shall establish, maintain and permit reasonable COMMISSION and/or auditor access to case files/records, receipts, payroll records (includes employee timesheets/timecards), client/user complaints, monthly/quarterly reports, records required by other provisions of this Agreement and all fiscal records for a period of four (4) years following the termination date and shall establish all necessary mechanisms to keep program data confidential and secure.
- 6.7. GRANTEE shall submit Mid-Year and Year-End Reports or Quarterly Reports (Exhibit H), as applicable, containing basic service level estimates of work completed per grant reporting period by the designated due date provided. GRANTEE may be required to use a secure Internet site to submit basic service data.
- 6.8. As applicable, GRANTEE shall submit Sustainability Plan (Exhibit H), detailing the sustainability activities pursuant to the program and services funded under this Agreement.
- 6.9. Within twenty (20) business days after the termination of this Agreement, GRANTEE shall submit a Year-End Report (Exhibit H) or Final Evaluation Report (Exhibit F), as applicable, detailing the outcomes of the programs and services provided pursuant to this Agreement.
- 6.10. At any time during GRANTEE'S business hours and upon reasonable notice by COMMISSION, GRANTEE shall allow COMMISSION staff or contractors to evaluate, audit, inspect and monitor its facilities, program operations, and records maintained in connection with this Agreement. The inspection methods that may be used include:
  - On-site visits
  - Interviews of GRANTEE'S staff and program participants
  - Review, examination or audit of case files/records, receipts, client/user complaints, monthly/quarterly reports, and fiscal records including employee timesheets
  - Inspection of GRANTEE'S internal monitoring and evaluation system

With respect to inspection of GRANTEE'S records, COMMISSION may require that GRANTEE provide supporting documentation to substantiate GRANTEE'S reported expenses and basic service level estimates of work completed.

- 6.11. GRANTEE shall have an annual financial statement and compliance audit performed by a Certified Public Accountant licensed to practice within the State of California. The audit should cover the GRANTEE'S fiscal year. Audit must be available on an annual basis within 120 days after the close of the GRANTEE'S fiscal year and must be submitted to the COMMISSION upon request.

- 6.11.1. If the audit report is not available upon request on or before the required due date and an extension has not been granted by the COMMISSION, the audit requirement shall be considered delinquent and immediate corrective action may be required.
  - 6.11.2. If the GRANTEE fails to produce or submit an acceptable audit, the COMMISSION reserves the right to secure an Auditor and the GRANTEE shall be liable for all COMMISSION costs incurred for the completion of the audit.
- 6.12. GRANTEE shall ensure the cooperation of all subcontractors, employees, volunteers, staff and Board members in any such 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 during such processes.
- 6.13. GRANTEE will be responsible for any infringement and/or misconduct performed using any data collected under this Agreement. GRANTEE is responsible for the design and maintenance of all data security and encryption necessary to secure the data confidentiality. The COMMISSION will be notified immediately upon the discovery of any breach of data confidentiality and/or the participation of the GRANTEE is consequential legal or non-legal actions to remedy the breach of confidentiality matter. Breach of data confidentiality may constitute a breach of this agreement and may be grounds for the termination of this Agreement and the GRANTEE debarment from future funding opportunities.
- 6.14. COMMISSION reserves the right to modify this Agreement and the programs and services provided by GRANTEE pursuant to this Agreement based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of GRANTEE'S program and service. The evaluation(s) shall include, but are not limited to, Agreement compliance, and effectiveness of program planning and impact. COMMISSION at its sole discretion will conduct on-going assessments of the program and reserves the right to convert this Grant Agreement to a performance-based contract at any time throughout its duration, if COMMISSION deems it necessary for the attainment of the program/project deliverables and required results.
- 6.15. With respects to data ownership and confidentiality, the following provisions will be required:
  - 6.15.1. The COMMISSION and GRANTEE will maintain joint ownership of any raw data produced during the course of this Agreement.
  - 6.15.2. To facilitate this joint ownership, the COMMISSION will develop, as applicable, a mechanism for file sharing via the Internet. Until such mechanism is developed, the GRANTEE shall provide data to the COMMISSION at time intervals determined by the COMMISSION and GRANTEE to be appropriate for the work of the project.
  - 6.15.3. Both the GRANTEE and the COMMISSION shall implement and comply with HIPAA and adequate procedures to maintain the confidentiality of data and information collected pursuant to this Agreement. GRANTEE shall be responsible for complying with all applicable state and federal laws governing the gathering, use and protection of personal information and the protection of human subjects.
  - 6.15.4. The COMMISSION shall be added to all GRANTEE consent and release forms as the "LA Cty. Prop 10 Commn., its officers, agents, consultants and employees."



7. MODIFICATION OF AGREEMENT DOCUMENTS

7.1. This Agreement constitutes the complete and exclusive statement of understanding between the Parties that supersedes all previous Agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement. No amendment or modification to this Agreement is valid unless the same is in writing and is executed 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 Agreement. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Agreement by virtue of its review and approval of, or failure to object to, contracts or other business transactions entered into by GRANTEE.

7.2. PROGRAM Modifications

GRANTEE'S requests for PROGRAM modifications, as opposed to budget modifications provided for in Section 9, must be submitted in writing to COMMISSION or its designee, at least one (1) month prior to the requested effective date of such modification.

7.3. Time Limits

Request for modifications will not be accepted during the first two (2) months and the final three (3) months of this Agreement period, and not more than TWICE thereafter.

8. MONTHLY FINANCIAL REPORTING

During the duration of this Agreement, GRANTEE shall provide to COMMISSION a Schedule of Monthly and Year to Date Expenses (Exhibit G - Invoice Form) incurred in its performance, based on the GRANTEE'S Line Item Budget format (Exhibit B) approved for this Agreement.

This Schedule shall be verified under penalty of perjury by an officer of GRANTEE and shall be submitted to COMMISSION by the 20<sup>th</sup> business day of each month for the previous month, beginning August 2012 for the month of July 2012.

9. PAYMENTS AND EXPENDITURES

9.1. Monthly Payments to Grantee

- From the second month through the tenth month of GRANTEE'S performance under the Agreement and no later than the 20<sup>th</sup> business day following COMMISSION'S receipt of GRANTEE'S properly completed invoice each month (Exhibit G), COMMISSION shall pay GRANTEE the expenses already incurred and paid by the GRANTEE (hereafter referred to as "actual expenses") documented on the invoice minus the amount of any unmet cash match per Section 9.6, if applicable, provided that GRANTEE is not in material breach of any aspect of the Agreement. If GRANTEE does not comply with the timeframe set forth above, GRANTEE will be considered out of compliance and may be subject to sanctions including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.

9.2. Final Payment to Grantee

9.2.1. Not later than the 20<sup>th</sup> business day following the termination date of June 30, 2013, or the date of the satisfactory completion of GRANTEE'S proposed project, if proposed to be less than one year in duration, GRANTEE shall supply to COMMISSION a final completed invoice (Exhibit G) for the grant term and the final evaluation report (Exhibit F) required by Section 6.9.

9.2.2. Within 20 business days of its receipt of such Documents:

- COMMISSION shall pay GRANTEE the balance due of the total approved grant, not to exceed GRANTEE'S total actual approved expenses for the grant year, or GRANTEE shall repay COMMISSION any amount received in excess of total actual approved expenses for the grant year.
- In no event shall GRANTEE be paid more than the total grant amount or receive full payment before the end of the grant period.

9.3. All COMMISSION payments are conditioned upon GRANTEE being in full compliance with all provisions of this Agreement.

9.4. Expenditures by Grantee

All GRANTEE expenditures shall be in accordance with the approved line item budget captions. However, GRANTEE may modify a portion of GRANTEE'S approved budget, if such budget cost category is as follows and the COMMISSION has been advised in advance prior to the costs being incurred:

9.4.1. If the original cost category is \$5,000 or less dollars, GRANTEE can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section 9.1.

9.4.2. If the original cost category is greater than \$5,000 dollars and the change is less than or equal to 10% of the original cost category, GRANTEE can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section 9.1.

9.4.3. If the original line item is greater than \$5,000 dollars and the modification is greater than 10% of the line item, GRANTEE must obtain COMMISSION'S *prior written approval* through the COMMISSION'S formal budget modification procedure before incurring expenses pursuant to the modification.

9.4.4. Formal budget modifications must be addressed and sent to the Grants Management Department with the appropriate "Formal Budget Modification Summary" forms on or before the 1<sup>st</sup> of the month prior to the month in which the actual expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for modifications under Section 9 will not be accepted during the first two (2) months and last quarter of the term of this Agreement.

9.4.5. Only two (2) informal budget modifications subject to Sections 9.4.1 and 9.4.2 can be approved during the term of this Agreement.

- 9.4.6. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the grantee.
- 9.5. If there are any errors contained in any invoice submitted to COMMISSION, GRANTEE shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.
- 9.6. GRANTEE will advise COMMISSION of the source and amount of all matching funds used to provide programs and services pursuant to this Agreement.
- 9.7. GRANTEE will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- 9.8. In the event COMMISSION reasonably believes GRANTEE has been overpaid, or in the event GRANTEE fails to timely submit the documents required pursuant to this Agreement, COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- 9.9. All payments by COMMISSION to GRANTEE under this Agreement are restricted for use in the performance of GRANTEE'S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.
- 9.10. Any activities under the cost category Capital Improvement/Renovations must be completed within the first year of the grant. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of GRANTEE to comply with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.
- 9.11. Any purchases under the Equipment cost category in Exhibit B must be completed in year one of the grant. Any exceptions will require prior notification by the GRANTEE to the COMMISSION and may be approved only at the discretion of the COMMISSION.
- 9.12. Any expenses under the Space and Telephone cost category of the budget (Exhibit B) shall be calculated based on a standard formula which uses a reasonable allocation methodology. The formula used will be reviewed by the COMMISSION for final approval.
- 9.13. In-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred indirect costs exceeding the ten percent will become the responsibility of the GRANTEE.

## 10. SUPPLANTING

- 10.1. In no event shall GRANTEE or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose. The intent is that COMMISSION funds be used to supplement existing efforts, support innovation, identify best practices and promote systems change.
- 10.2. No COMMISSION funds shall be granted or used for any existing project or program funded by local general funds unless the proponent demonstrates to the COMMISSION that the COMMISSION's funds will be used to fund a program that has been terminated and that solely supplement an existing project or program, and not to supplant existing funding.

11. ACCOUNTING

- 11.1. GRANTEE must establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles (GAAP).
- 11.2. GRANTEE is responsible for providing timely notification to the COMMISSION of any major changes to GRANTEE'S financial system that may impact the funded project under this Agreement.

12. TANGIBLE REAL AND PERSONAL PROPERTY

GRANTEE must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired with grant funds pursuant to this Agreement, which 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. However, COMMISSION reserves the right to request annually updated records for all personal property acquired with program funds provided under this agreement.

COMMISSION and GRANTEE agree that all items of tangible real or personal property purchased with funds provided under this Agreement shall, at COMMISSION'S option, become the property of the COMMISSION upon completion or termination of grant. COMMISSION shall exercise its option to retain items of real or personal property within the thirty (30) calendar days immediately preceding and following the termination of this Agreement. Notwithstanding the foregoing, GRANTEE may request, and COMMISSION may in its sole discretion approve or deny, that GRANTEE retain custody, control or actual ownership of specified items of personal property acquired with grant funds pursuant to this Agreement, following the termination of this Agreement, so long as GRANTEE demonstrates that such property will continue to be used by GRANTEE for purposes consistent with the mission and statutory authority of COMMISSION.

13. PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

- 13.1. COMMISSION recognizes the unique relationship that the GRANTEE has with Medi-Cal eligible families. It further recognizes the expertise of the GRANTEE in identifying, assessing and case managing the health care needs of Medi-Cal eligible families and children it serves. The COMMISSION, in order to take advantage of this expertise and relationship, may require that GRANTEES supported by Proposition 10 funds to participate in federal, state and local leveraging opportunities. Such participation may include appropriate training, reporting and documentation of allowable activities, services and associated costs. Documentation associated with service delivery, related costs, and/or the tracking of staff time through time survey instruments, as detailed in Exhibit E will be required, if applicable.
- 13.2. If applicable, GRANTEE shall understand and provide basic health and benefit information and perform health advocacy with targeted families in order to ensure the health and well-being of the 0-5 target population and their families. Outreach activities should include information about health and Medi-Cal services that will benefit children to allow them to lead healthy and productive lives. GRANTEE shall provide an explanation of the benefits derived from accessing local health, mental health and substance abuse services and encourage/assist families to utilize these services. GRANTEE shall be knowledgeable regarding available health services, locations of provider sites, and how families can access services. GRANTEE shall assist families to understand basic Medi-Cal, Healthy Families and other insurance information, and assist families where possible to access these programs. GRANTEE program services may include outreach, information, referral, access assistance, and transportation to access eligibility and care.

14. **STATUS AS 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 Agreement. GRANTEE shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of COMMISSION.

15. **CONFLICT OF INTEREST**

It shall be the responsibility of GRANTEE to abide by conflict of interest laws and regulations applicable to the GRANTEE under California law. GRANTEE acknowledges that he/she/it is acting as public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. GRANTEE shall maintain the confidentiality of any confidential information obtained from the COMMISSION during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, GRANTEE agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **HEALTHY BIRTHS INITIATIVE**. During the term of this Contract and for one year thereafter, GRANTEE shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or GRANTEE without the prior written consent of COMMISSION.

16. **PUBLIC STATEMENTS AND MATERIALS**

GRANTEE shall indicate prominently in any and all press release(s), statement to the public, electronic media or printed materials (including brochures, newsletters, reports, etc.) related to the programs and services provided pursuant to this Agreement that such programs or services are funded by COMMISSION. GRANTEE shall prominently display all First 5 LA supplied promotional materials, such as educational posters, banners, brochures and fliers at the project site(s).

GRANTEE shall ensure that promotional material, activities, and publications developed in support of the funded project shall conform to the formatting requirements outlined in First 5 LA Grantee Style Guide which includes the appropriate display of the First 5 LA logo and the First 5 LA funding attribution.

16.1. **Proprietary Rights**

COMMISSION and GRANTEE agree that all intellectual property, such as software, materials, published documents or reports, data and information developed in connection with this Agreement shall become the sole property of the COMMISSION upon completion or termination of grant, unless otherwise determined by the COMMISSION. GRANTEE may retain a copy of all working papers prepared by GRANTEE. During and subsequent to the term of this Agreement, COMMISSION shall have the right to make copies and use the working papers and the information contained therein. GRANTEE shall have the right to consent to and participate financially in any licensing or sales agreement relating to software or equipment developed at the discretion of the COMMISSION. All published documents arising out of the performance of this Agreement shall include, in a prominent location, the statement "Funded without endorsement by First 5 LA."

## 17. INSURANCE

- 17.1. Without limiting GRANTEE'S duty to indemnify COMMISSION during the term of this Agreement, GRANTEE shall provide and maintain at its own expense the following programs of insurance throughout the term of this Agreement. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's Insurance rating of A:VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section 32.3 **prior to the commencement of work** under this Agreement. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.
- 17.2. Notwithstanding any other provisions of this Agreement, failure by GRANTEE to maintain the required insurance shall constitute a breach of this Agreement and COMMISSION may immediately terminate or suspend this Agreement as a result, or secure alternate insurance at GRANTEE'S expense. GRANTEE shall ensure that subcontractors comply with all insurance requirements described in this Section.
- 17.3. It is specifically agreed by the Parties that this Section 17 shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section 17. Nothing in this Agreement is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by GRANTEE and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section 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.

### 17.4. Liability

GRANTEE and subcontractors shall provide policies of liability insurance of at least the following coverage and limits:

#### 17.4.1. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate.

Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the GRANTEE shall purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

GRANTEE'S liability insurance shall be primary and non-contributory. All 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.

“Los Angeles County Children and Families First – Proposition 10 Commission (or if abbreviated, “LA Cty Prop 10 Commn.”), its officers, agents, consultants and employees” are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the GRANTEE.

17.4.2. Workers’ Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

17.4.3. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of GRANTEE or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only GRANTEES, who have a professional liability exposure relating to the Grant awarded by this agreement, are required to provide evidence of Professional Liability coverage.

17.4.4. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident.

Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Grant and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

17.4.5. Crime Coverage Insurance

Such insurance, if applicable, shall be in an amount up to the amount of the grant, but not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have COMMISSION as Loss Payee. Crime insurance may be included with Property Insurance unless Property Insurance is not required by this agreement.

17.4.6. Property Coverage

Such insurance shall be required only in the event the Grant is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

17.5. Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Legal Counsel may be substituted for any coverage required above. GRANTEE must submit a copy of the self-insured certificate issued by the State of California.

18. INDEMNIFICATION

18.1. To the maximum extent permitted by law, GRANTEE shall defend, indemnify and hold harmless COMMISSION, its officers, officials, employees, agents and volunteers, from any losses, injuries, damages, claims, lawsuits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, actual attorney's fees, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, or arising out of or in any way attributable in whole or in part to GRANTEE'S performance of this Agreement including, without limitation, matters of active or passive negligence on the part of COMMISSION.

18.2. The indemnity provisions set forth in this Section 18 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the COMMISSION. As this Agreement is limited to COMMISSION'S agreement to fund the activities of GRANTEE, GRANTEE acknowledges that COMMISSION would not award this Agreement in the absence of GRANTEE'S commitment to indemnify and protect COMMISSION as set forth herein.

18.3. Without affecting the rights of COMMISSION under any provision of this Agreement or this Section, GRANTEE shall not be required to indemnify or hold harmless COMMISSION for liability attributable to the sole fault of COMMISSION, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception shall apply only in those instances where COMMISSION is shown to have been solely at fault and not in instances where GRANTEE is solely or partially at fault or in instances where COMMISSION'S fault accounts for only a percentage of the total liability. In such cases, the obligation of GRANTEE to indemnify and defend shall be all-inclusive. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT ITS OBLIGATION TO INDEMNIFY AND DEFEND EXTENDS TO LIABILITY ATTRIBUTABLE TO COMMISSION, IF THAT LIABILITY IS LESS THAN THE SOLE FAULT OF COMMISSION.

19. CONFIDENTIALITY

19.1. GRANTEE shall maintain the confidentiality of all records, including, but not limited to, records related to this Agreement and client records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality to the extent permitted by law. GRANTEE shall inform all of its employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

19.2. GRANTEE shall employ reasonable procedures to assure that the details of the advertising campaigns adhere to laws on confidentiality.



20. ASSIGNMENTS AND SUBCONTRACTS

- 20.1. Any duties or obligations required to be performed by GRANTEE pursuant to this Agreement may be carried out under subcontracts. Subcontractors and assignments disclosed and listed in Exhibit A are hereby approved by COMMISSION. No subcontract shall alter in any way any legal responsibility of GRANTEE to COMMISSION.
- 20.2. Except for subcontractors listed in Scope of Work (Exhibit A) and Budget Forms (Exhibit B), GRANTEE may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COMMISSION, or its designee. In addition, for subcontractors not listed in Scope of Work (Exhibit A) and Budget Forms (Exhibit B), GRANTEE shall submit any subcontracts to COMMISSION for written approval prior to subcontractor performing any work thereunder. Any such attempt at delegation or assignment without COMMISSION'S prior written consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated.
- 20.3. Any change whatsoever in the corporate structure of GRANTEE, the governing body of GRANTEE, the management of GRANTEE, or the transfer of assets of GRANTEE shall be deemed an assignment of benefits under the terms of this Agreement requiring COMMISSION approval.
- 20.4. Before commencement of work GRANTEE must submit a memorandum of understanding for each subcontractor listed in Scope of Work (Exhibit A) and Budget (Exhibit B).
- 20.5. GRANTEE is responsible for authenticating each subcontractor's certifications, professional licenses, and background checks, as applicable.

21. COMPLIANCE WITH APPLICABLE LAWS

- 21.1. GRANTEE shall conform to and abide by all applicable federal, state and local laws, ordinances, codes, regulations, and standards of licensing and accrediting authorities, insofar as the same or any of them are applicable.
- 21.2. GRANTEE is required to comply with Section 3410 of the Public Contracts Code 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.
- 21.3. GRANTEE is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code 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.
- 21.4. Failure by GRANTEE to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

22. COMPLIANCE WITH CIVIL RIGHTS LAWS

GRANTEE hereby assures that it will 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 Agreement.

In accordance with Section 4.32.010 *et seq.*, Los Angeles County Code, GRANTEE certifies and agrees that all persons employed by such organization, its satellites, subsidiaries, or holding companies are and will be treated equally by the firm without the regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

23. NON-DISCRIMINATION IN EMPLOYMENT

- 23.1. 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. This Section applies 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.
- 23.2. GRANTEE shall treat its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap.
- 23.3. Upon request by COMMISSION, GRANTEE shall provide access for COMMISSION'S representatives to inspect GRANTEE'S employment records during regular business hours in order to verify compliance with the provisions of this Section 23.

24. CRIMINAL CLEARANCE

- 24.1. For the safety and welfare of the children to be served under this Agreement, GRANTEE agrees, as permitted by law, to ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors, especially for those people listed in Exhibit B including administrative staff on the project who come in contact with children in the course of their work, volunteer activity or performance of any programs or services pursuant to this Agreement, and shall maintain such records in the file of each such person.
- 24.2. Within thirty (30) days after such information becomes known to GRANTEE, GRANTEE shall notify COMMISSION of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employees, independent contractors, volunteers or subcontractors who come in contact with children while providing services under this Agreement.

- 24.3. GRANTEE agrees not to engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including, but not limited to, the offenses specified in Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following Penal Code sections or any future Penal Code sections which address these crimes:

SECTION	TITLE
261.5	Unlawful sexual intercourse with a minor.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Willful harm or injury to child or child endangerment.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, lewd, immoral or vicious practices in the presence of children.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Oral Copulation.
314	Indecent exposure.
647	Disorderly conduct, including lewd conduct, prostitution, loitering, and intoxication in a public place.
647.6	Annoyance of or molesting a child under age 18.

25. **AUTHORIZATION WARRANTY**

GRANTEE represents and warrants that the signatories to this Agreement are fully authorized to obligate GRANTEE hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

26. **GRANTEE RESPONSIBILITY AND DEBARMENT**

- 26.1. GRANTEE is responsible for the timely notification to the COMMISSION of any material changes in the GRANTEE'S primary funding sources or overall organization funding that may impact the GRANTEE'S ability to successfully implement the funded project under this Agreement.
- 26.2. GRANTEE is hereby notified that if COMMISSION acquires information concerning the performance of GRANTEE on this or other grant programs which indicates that GRANTEE is not responsible, COMMISSION may, in addition to other remedies provided in this Agreement, debar GRANTEE from bidding on COMMISSION proposals for a specified period of time and terminate any or all existing Agreements that GRANTEE may have with COMMISSION.
- 26.3. COMMISSION may debar a GRANTEE if it finds in its reasonable discretion, that GRANTEE has done any of the following, including but not limited to: (1) violated any significant terms or conditions of this Agreement; (2) committed any act or omission which negatively reflects on

GRANTEE'S quality, fitness or capacity to perform this Agreement with COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or offense which indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

26.4. If there is evidence that GRANTEE may be subjected to debarment pursuant to Exhibit H (Compliance Guidelines), COMMISSION will notify GRANTEE in writing of the evidence that is the basis for the proposed debarment.

26.5. Debarment is a breach of this Agreement, and COMMISSION will terminate this Agreement.

27. NON-COMPLIANCE

Non-compliance is defined as: 1) failure of a GRANTEE to comply with the terms of this grant agreement; 2) failure to effectively implement and manage the COMMISSION funded program/project; and/or 3) failure to comply with COMMISSION policies and procedures.

COMMISSION has the authority to impose sanctions for a GRANTEE'S non-compliance, including poor program performance and/or failure to comply with the conditions on a prescribed corrective action plan. The sanctions vary in severity and may be of a progressive nature and may include, without limitation, increased monitoring and auditing requirements, budget reduction, modification of timelines, and termination of grant with debarment from future funding opportunities. GRANTEE will refer to the COMMISSION Guidelines for Grant/Contract Compliance for more information on this Section.

28. INTERPRETATION AND ENFORCEMENT OF AGREEMENT

28.1. Validity

The invalidity, unenforceability or illegality of any provision, paragraph, sentence, word, phrase or clause of this Agreement shall not render the other provisions thereof invalid.

28.2. Governing Laws, Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of California. GRANTEE agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the county of Los Angeles.

28.3. Waiver

Any waiver by COMMISSION of any breach of any of the provisions, covenants, terms, and conditions herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other provision, covenant, term, or condition herein contained, nor shall failure on the part of COMMISSION to require exact, full and complete compliance with any of the provisions, covenants, conditions, terms and conditions herein contained be construed as in any manner changing the terms of the Agreement or preventing COMMISSION from enforcing the provisions of this Agreement.

28.4. Caption and Section Headings

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

28.5. Attorney's Fees and Costs

In the event that either party hereto is forced to bring legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit.

29. INFORMATION TECHNOLOGY REQUIREMENTS

29.1. GRANTEE will be responsible for coordinating with COMMISSION'S Information Technology (IT) Department regarding the design, development, structure, and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of GRANTEE'S program:

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

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

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

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

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

29.2. GRANTEE will provide timely notification to the COMMISSION of any major problem(s) with the GRANTEE'S financial system or hardware or software that may impact the funded project under this Agreement.

30. TERMINATION

30.1. In the case of a material breach of this Agreement, including, but not limited to, GRANTEE'S failure to provide the programs and services detailed in the Scope of Work – Exhibit A in a satisfactory manner, and the mismanagement or misuse of grant funds by GRANTEE or its employees, subcontractors or agent, COMMISSION may terminate this Agreement and grant funding pursuant to this Agreement. Termination of services provided by GRANTEE pursuant to this Agreement shall be effected by delivery to GRANTEE of a seven (7) day advance written notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

30.2. After receipt of a notice of termination and except as otherwise directed by COMMISSION, GRANTEE shall:

- To the extent possible, continue to perform the services required under this Agreement until the effective date of termination.
- Cease provision of services under this Agreement on the effective date of termination.

30.3. After receipt of a notice of termination, GRANTEE shall submit to COMMISSION, in the form and with the certification as may be prescribed by COMMISSION, an invoice for expenses incurred until the effective date of termination. Such claim and invoice shall be submitted promptly. COMMISSION will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of GRANTEE to submit the invoice within the time allowed, COMMISSION may determine, on the basis of information available to COMMISSION, the amount, if any, due to GRANTEE with respect to the termination, and such determination shall be final. After such determination is made, COMMISSION shall pay GRANTEE the amount so determined as full and complete satisfaction of all amounts due GRANTEE under this Agreement for any terminated services.

31. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

COMMISSION'S payment obligations pursuant to this Agreement are payable solely from funds appropriated by COMMISSION for the purpose of this Agreement. GRANTEE shall have no recourse to any other funds allocated to or by COMMISSION. GRANTEE acknowledges that the funding for this Agreement is limited to the term of the Agreement only, with no future funding promised or guaranteed.

The COMMISSION and the GRANTEE expressly agree that full funding of the Program over the entire Term of Grant is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County's share of those revenues to the 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 the COMMISSION'S revenues, the COMMISSION may reduce or eliminate funding for subsequent grant years at a level that is generally proportionate to the reduction.

32. NOTICES

32.1. Any notices, reports, or invoices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during GRANTEE'S and COMMISSION'S regular business hours or by facsimile before or during GRANTEE'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

32.2. Notices to GRANTEE

Notices will be sent to GRANTEE addressed as follows:

Program Contact Person	Telephone	E-mail
<i>Terri Nikoletich</i>	<i>562) 570 4272</i>	<i>TeresanNikolctich</i>
Fiscal Contact Person	Telephone	E-mail @longbeach.gov
<i>Dale Worsham</i>	<i>562) 570 4186</i>	<i>Dale.Worsham</i>
Agency Name	<i>City of Long Beach DHHS @longbeach.gov</i>	
Agency Address	<i>2525 Grand Ave Long Beach, CA 90815</i>	

32.3. Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA  
 Attention: Craig A. Steele,  
 Interim Chief Executive Officer  
 750 North Alameda Street, Suite 300  
 Los Angeles, California 90012

32.4. 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 Agreement, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

32.5. Reports

Agreement documents and reports should be addressed and mailed to the appropriate COMMISSION staff at the address listed above.

By "clicking" submit on the Electronic Reporting system, you are hereby certifying that the information submitted is "true and correct" and that you are authorized on behalf of the agency to submit the required report (only for grantees using the DCAR system).

Mid year reports are due no later than the 31<sup>st</sup> day of January. Year End reports are due no later than the 31<sup>st</sup> day of July. The COMMISSION reserves the right to request revisions, additional information and documentation for all Exhibits throughout the term of the contract.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

33. AGREEMENT SIGNATURES

In WITNESS WHEREOF, this Agreement has been executed as of the date set forth above by the respective duly authorized signatories below. By signing below, the authorized signatory for the GRANTEE represents that he or she has read and agrees to all the terms of this Agreement.

**GRANTEE:**  
City of Long Beach  
2525 Grand Avenue  
Long Beach, CA 90815

Agreed & Accepted:

APPROVED AS TO FORM  
7/5, 2012  
ROBERT E. SHANNON, City Attorney  
By \_\_\_\_\_  
LINDA TRANG  
DEPUTY CITY ATTORNEY

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*Patrick H. West, City Manager*  
\_\_\_\_\_  
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

\_\_\_\_\_  
SIGNATURE

*[Signature]*  
**Assistant City Manager**

EXCLUDED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

\_\_\_\_\_  
DATE

*7.10.12*

*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:

*[Signature]*  
\_\_\_\_\_  
CRAIG A. STEELE, INTERIM CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
DATE

*7/12/12*



# Exhibit A

Statement of Work

Healthy Births Initiative  
**EXHIBIT A - STATEMENT OF WORK**

**PROJECT SUMMARY PAGE**

Agency Name	City of Long Beach Department of Health and Human Services						
Project Name	Long Beach - Wilmington Best Babies Collaborative						
Mailing Address	Long Beach Department of Health and Human Services, 2525 Grand Avenue		City	Long Beach	Zip	90815	
Project Director	Terri Nikoiteich	Phone	562-570-4272	Fax	562-570-4099	Email	Teresa.Nikoiteich@longbeach.gov
Contact Person	Pamela Shaw	Phone	562-570-4208	Fax	562-570-4099	Email	Pamela.Shaw@longbeach.gov
Executive Director	Ronald R. Arias	Phone	562-570-4016	Fax	562-570-4049	Email	Ronald.Arias@longbeach.gov

<b>TOTAL GRANT AMOUNT:</b>		<b>\$ 394,168</b>
Total UNDUPLICATED Persons Receiving Direct Services through the Case Management <sup>1</sup> Core Approach <small>*Case managed clients must not be enrolled in case management through BIH</small> Total Number of Encounters* for each Core Approach: Outreach <sup>2</sup> Health Education <sup>3</sup> Social Support <sup>4</sup> Interconception Care <sup>5</sup> <small>*Includes duplicate counts for case managed and non-case managed clients documented in the Non-Case Management Services Form in DCAR.</small>	Children 0-5	Other (Pregnant Women/Teens and New Mothers)
		110
		700
		700
		200
		200
	Families of Children 0-5	

**PROGRAM, BUDGET AND EVALUATION APPROVALS:** The following representatives have reviewed and approved the Statement of Work, Scope of Work, Budget, Exhibits and any additional pages attached for use in carrying out this Grant Agreement.

Grantee/Agency Executive Director  
 Signature

*Ronald R. Arias*

First 5 LA Program Officer Signature  
 Signature

*Tina Chirakorn*

Date 6-12-12

Date 6/13/12

Healthy Births Initiative

EXHIBIT A - STATEMENT OF WORK

<sup>1</sup>Case Management: Number of clients enrolled into the BBC program and tracked individually in DCAR (unduplicated). This includes prenatal and interconception case managed clients as well as new and continuing clients.

<sup>2</sup>Outreach: All potential clients who are contacted to inform them of BBC services and tracked in the Non-Case Management Services Form in DCAR.

<sup>3</sup>Health Education: Number of encounters for health education classes provided by the BBC in a non-case management setting. This is tracked in the Non-Case Management Services Form in DCAR. Participants can be enrolled or not enrolled in the BBC (however, please prioritize BBC clients for these classes). This number includes duplicate counts (e.g. a client who attends five health education classes would be counted five times). Note that health education provided one-on-one to case managed BBC clients **does not count in this total**.

<sup>4</sup>Social Support: Number of encounters for social support groups provided by the BBC in a non-case management setting. This is tracked in the Non-Case Management Services Form in DCAR. Participants can be enrolled or not enrolled in the BBC (however, please prioritize BBC clients for these groups). This number includes duplicate counts (e.g. a client who attends five social support group sessions would be counted five times). Note that social support provided one-on-one to case managed BBC clients **does not count in this total**.

<sup>5</sup>Interconception Care: This core approach is quantified in the following ways:

- Number of encounters for interconception care provided by the BBC in a non-case management setting. This is tracked in the Non-Case Management Services Form in DCAR. Note that interconception care provided one-on-one to case managed BBC clients **does not count in this total**.
- Number of interconception case managed clients who enter the program not pregnant.
- Number of interconception case managed clients who enter the program pregnant AND had their baby (became interconception) during the grant agreement period.

Healthy Births Initiative  
**EXHIBIT A - STATEMENT OF WORK**

I. Project Site: For each collaborative partner (including the lead agency), provide the contact name, email address, phone number, and address for each site (i.e. where services are being provided). Add rows as needed				
Collaborative Partner	Contact Person	Phone number	Email	Address
Lead Agency: Long Beach Department of Health and Human Services – main site	Terri Nikoletich BBC Program Coordinator	562-570-4272	Teresa.Nikoletich@longbeach.gov	2525 Grand Avenue Long Beach, CA 90815
Wilmington Community Clinic	Dolores Clay, Clinic Manager	310-549-1551	dbclay@dslextrreme.com	1009 N. Avalon Blvd., Wilmington Wilmington, CA
Miller Children's Hospital & Womens Pavilion at Long Beach Memorial Medical Center (LBMMC)	Nancy McKee Perinatal Outreach Program	562-933-0590	nmckee@memorialcare.org	2865 Atlantic Avenue # 110 Long Beach, CA 90806
The Children's Clinic	Elisa Nicholas, MD Program Director	562-933-0430	Kthune@thechildrensclinic.org	2790 Atlantic Avenue Long Beach, CA 90806
St. Mary Medical Center, Families in Good Health	Lillian Lew, Director	562-491-9100	llew@dignityhealth.org	411 E 10 <sup>th</sup> . Street Long Beach, CA 90813
St. Mary Medical Center, Mary Hilton OB Clinic	Eleanor Cochran Perez, OB Clinic Manager	562-491-9047	Eleanor.Perez@dignityhealth.org	1050 Linden Avenue Long Beach, CA 90813
Monica Montes; Nutritionist	Monica Montes Nutritionist	626) 792-0607	monicamontesrd@gmail.com, monica@newhealthconsultants.com	Service provided at variety of park locations/city facilities

**II. Hours of Operation for each project site: (i.e. Monday – Friday 8am to 6pm)**

\*Primary hours will be Monday through Friday, 8 a.m. to 5 p.m. for all sites, with additional evening and Saturday hours as needed.

Healthy Births Initiative

EXHIBIT A - STATEMENT OF WORK

III. **Brief Project Description:** [Please describe the collaborative's mission, vision and values. For each collaborative partner (including the lead agency), list the services provided, target population, and service area].  
The mission of the LB-W BBC is to improve birth outcomes for perinatal families in the target zip codes of 90802, 90805, 90806, 90813, and 90744 by identifying gaps, coordinating services, and eliminating barriers and enhancing the capacity of the community to work together. Our vision is that all pregnancies will lead to a healthy birth outcome through improved community awareness and utilization of perinatal support resources. The community encompasses consumers, agencies, providers, educators, case managers, and paraprofessionals. Collaborative values include creativity, communication, inspiring others to become involved, commitment to continuity of services, and commitment to the collaborative process/consistency of involvement.

Project efforts continue to focus on improving coordinated services delivery – although many services exist for women in the LB-Wilmington area, there is often a lack of coordination between agencies, which can result in underutilization, duplication of services and gaps in available services. The LB-W BBC will continue to fill the gaps by providing a system for coordination. Improved continuity of care for high-risk women during pregnancy and interconception periods will be a direct result of LB-W BBC activities. The specific services to be provided will include case management of high-risk women (teens, women with prior poor birth outcomes, and women with conditions that may contribute to poor birth outcomes – such as chronic disease, substance use, psychosocial risk factors) to ensure that they are connected with the services they need to improve future pregnancy outcomes, improving the community's awareness of what services exist for the target population, as well as addressing gaps in available services by accessing funding opportunities and affecting policy issues. The LB-W BBC project will focus on the core approaches of case management, outreach, health education, interconception care, and social support. Case management will be the primary core approach utilized by the LB-W BBC. The project utilizes a centralized case management component, to provide an overall administrative type of case management approach. The lead agency has a Public Health Nurse to fulfill this role as the Centralized Case Manager (CCM). The CCM will work closely with Project Coordinator (PC) and the Core Collaborative including the African American Infant Health Program to continue implementing the centralized case management system for the target population (women who are at risk for poor pregnancy outcomes, either with a current pregnancy or a future subsequent pregnancy, and reside in the target zip codes of 90802, 90805, 90806, 90813 and 90744). The CCM will provide case management services to 15 women and/or teens residing in all 5-target zip code areas. Another LBDHHS public health nurse will also provide centralized case management to 15 women and/or teens residing in all 5-target zip code areas. A LBDHHS public health nurse will provide specialized case management to 20 women and/or teens (first time pregnancies only) enrolled in the Nurse Family Partnership Program (David Olds Model). Specialized case management will also be provided by other LB-W BBC partners, including a LBDHHS health educator who will be funded to provide case management to 20 women residing in the 4 Long Beach zip codes (90802, 90805, 90806, and 90813 who were gestational diabetics or are type I or II diabetics who have had a previous pregnancy, in order to ensure receipt of adequate interconception care. Families in Good Health will provide case management to 15 Southeast Asian/Pacific Islander women and/or teens residing in the 4-targeted Long Beach zip codes. SMMC Mary Hilton Family Clinic (SMMC OB Clinic) will be funded to provide case management to 15 high-risk OB clients residing in all 5-target zip codes to ensure receipt of prenatal care and support services, as well as follow-up during the interconception period. The Wilmington Community Clinic will be funded to provide on-site case management for 10 high-risk clients residing in the 90744 zip code.

**Outreach** – In order to provide case management, it will be necessary to perform outreach to both the client and the provider community in order to increase the awareness of the availability of BBC services. The PC, CCM and Core Collaborative members will outreach to the provider community to encourage utilization of BBC case management services. Each of the partners will conduct outreach to the women/teens in their community. The LBDHHS BIH Program provides outreach to high-risk African-American women and will inform contacts in the 4 target Long Beach zip codes of LB-W. BBC services.

Use additional sheets as necessary

Healthy Births Initiative  
EXHIBIT A - STATEMENT OF WORK

PROJECT DESCRIPTION (Continued)

Agency Name: City of Long Beach Department of Health and Human Services  
Project Name: Long Beach – Wilmington Best Babies Collaborative

**Brief Project Description, continued: Core approaches:**

**Outreach (continued)**– The LBDHHS health educator will conduct outreach activities at community events targeting childbearing women at risk for diabetes. Families in Good Health will provide outreach to the Southeast Asian/Pacific Islander women/teens at the 4-target zip code areas in Long Beach. SMMC Mary Hilton OB Clinic will also provide outreach to high-risk perinatal women/teens in the 4-target zip code areas of Long Beach being served by their clinic and participate in health fairs and/or outreach events – particularly those sponsored by SMMC. Wilmington Community Clinic will provide “in-reach” to enroll BBC-eligible clients seen in their clinic, and will also participate in community events in order to distribute LB-W BBC outreach health education materials in the 90744 zip code.

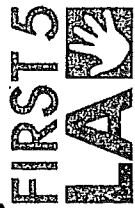
**Health Education** – The following BBC partners will participate in health education and messaging efforts. Families in Good Health will contribute expertise in the development of culturally appropriate materials, as well as the delivery of health education messages to high-risk women in the target zip codes through community events and home visits (using the Parents and Children Together curriculum). LBMHC will provide expertise in the development and delivery of health education messages pertaining to access to resources for mental health needs, diabetes prevention and management, interconception care etc. and will also disseminate LB-W BBC health education and messaging materials to the provider community serving women in the target zip codes. Wilmington Community Clinic will disseminate LB-W BBC health education and messaging materials to the target community groups at community events, as well as to individuals who are eligible for BBC enrollment to educate them on the importance of prenatal and interconception care. The Children’s Clinic will provide health education as part of the clinical services they are being funded to provide. They will also coordinate with the health educator to ensure client referral for both intensive health education and case management. SMMC Mary Hilton Family Clinic will be funded for a health educator who will provide health education regarding preconception planning and interconception health to clinic prenatal clients. The LBDHHS health educator will conduct health education classes for LB-W BBC diabetic clients, breastfeeding support and assistance, as well as translation support to BBC staff. Health education will also be provided and reinforced during case management home visits.

**Interconception Care** – The BBC will again fund TCC to provide clinical services to women who were diabetic during pregnancy and who no longer have health insurance but have ongoing medical needs due to diabetes during their interconception period. The LBDHHS NFP PHN, the LBDHHS health educator, and FiGH Community Health Worker to provide support and ensure receipt of these interconception care clinical services, will provide home visitation services. SMMC Mary Hilton Family Clinic and Wilmington Community Clinic will also provide interconception care to a significant portion of their prenatal patients who deliver, in the form of post-partum exams and Family PACT services.

**Social Support** – Information on existing community social support services will be incorporated into the resource directory and distributed widely through outreach and education activities. Coordination of referrals to these services will improve as a result of BBC activities. Gaps in social support services will also be identified and strategies for meeting these needs will be discussed. Specific social support services funded by the LB-W BBC are primarily through the case management and home visitation services being provided by LBDHHS, FiGH, Wilmington Community Clinic, and the health education services being provided by the LBDHHS program and sessions being conducted at the SMMC Mary Hilton Family Clinic.

# Exhibit B

Budget Forms



Champions For Our Children

Budget Summary

Agreement # 00667

Page: 1 of 10

Agency: City of Long Beach

Project Name: Best Babies Collaborative Year 8 Budget

Agreement Period: 07/01/2012 - 06/30/2013

Cost Category	First 5 LA Funds	Matching Funds	Total Costs
1 Personnel	271,394	172,777	444,171
2 Contracted Svcs (Excluding Evaluation)	79,115	0	79,115
3 Equipment	0	0	0
4 Printing/Copying	299	0	299
5 Space	0	0	0
6 Telephone	8,040	0	8,040
7 Postage	158	0	158
8 Supplies	7,300	0	7,300
9 Employee Mileage and Travel	6,993	0	6,993
10 Training Expenses	2,700	0	2,700
11 Evaluation	0	0	0
12 Other Expenses (Excluding Evaluation)	300	0	300
13 *Indirect Costs	17,869	0	17,869
<b>TOTAL:</b>	<b>\$394,168</b>	<b>\$172,777</b>	<b>\$566,946</b>

Award Amt  
6-12-12

Date  
6.12.12

Fiscal Contact Person  
[Signature]

Agency Authorized Signature  
[Signature]

Phone # 562) 5704272

\$394,168

First 5 LA Authorized Staff Only

Program Officer  
[Signature]

Finance  
[Signature]

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









Champions For Our Children

Agency: City of Long Beach

Project Name: Best Babies Collaborative Year 8 Budget

Agreement Period: 07/01/2012 - 06/30/2013

Agreement # 00667

Page 4 of 10

Section 3

Equipment

Equipment description of item	Quantity	Unit Cost	Total Equipment Cost	FIRST 5 LA Funds	Matching Funds	Total Cost
N/A			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
Total Equipment:			\$0	\$0	\$0	\$0

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









Champions For Our Children

Agency: City of Long Beach

Project Name: Best Babies Collaborative Year 8 Budget

Agreement Period: 07/01/2012 - 06/30/2013

Sections 9 & 10

Employee Mileage/Travel & Training Expenses

Employee Mileage/Travel include description	Mileage Quantity	Unit Cost per Mile	Total Mileage/Travel Cost	First 5 LA Funds	Matching Funds	Total Cost
Mileage (1050 miles per month for 12 months - Program Staff) (Reimbursement is at the IRS rate of \$0.555 per mile.)	12,600	0.555	6,993	6,993	0	6,993
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
<b>Total Employee Mileage/Travel:</b>			<b>\$6,993</b>	<b>\$6,993</b>	<b>\$0</b>	<b>\$6,993</b>

Training Expenses include description, # of people	Quantity	Unit Cost Per Training	Total Training Cost	First 5 LA Funds	Matching Funds	Total Cost
Continuing Education Breastfeeding Seminars	12	100.00	1,200	1,200	0	1,200
March of Dimes Training (4 staff)	4	250.00	1,000	1,000	0	1,000
California Breastfeeding Summit in Sacramento, CA	1	500.00	500	500	0	500
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
			0	0	0	0
<b>Total Training Expenses:</b>			<b>\$2,700</b>	<b>\$2,700</b>	<b>\$0</b>	<b>\$2,700</b>



Champions For Our Children

Section 11

Evaluation

Agency: City of Long Beach  
Project Name: Best Babies Collaborative Year 8 Budget  
Agreement Period: 07/01/2012 - 06/30/2013

Evaluation Contracted Services		Quantity	Rate of Pay	Total Evaluation Cost	First 5 LA Funds	Matching Funds	Total Cost
N/A				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
Other Evaluation Cost		Quantity	Unit Cost	Total Cost	First 5 LA Funds	Matching Funds	Total Cost
N/A				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
				0	0	0	0
Total Evaluation:				\$0	\$0	\$0	\$0

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





	Justification
<b>Personnel - Section 1</b>	
BBC Coordinator	Oversees, develops, plans and participates in the implementation of LB-W BBC program
Public Health Associate II / Administrative Assistant	Assists with program data collection, progress reports, clerical; works with collaborative partners; translation assistance; client breastfeeding education.
Public Health Nurse III	Provides direct case management to clients, works with collaborative partners, provided lactation consultant services
Public Health Nurse II	Provides direct case management to clients, works with collaborative partners, assists in social support groups and education.
Health Educator II	Provides inter-conception health education and case management svcs. for clients with chronic conditions such as diabetes; refers clients to appropriate programs focusing on prevention and management of chronic conditions. Provides lactation support and education. Assists with client translation needs for NFP PHN and other BBC staff.
Fiscal Support - Admin Analyst	Provides fiscal oversight; completes & submits invoices, budgets and other finance related reports to First 5 LA
Nurse Family Partnership PHN II	Provides direct in-depth case management and home visitation services for low income, pregnant teens/women enrolled in NFP program.
Nursing Services Officer	Oversees Nursing Division programs. Supervises BBC Coordinator.
<b>Contracted Services - Section 2</b>	
<i>Families in Good Health - FIGH</i>	
Director (Lillian Lew)	60 hours for 12 months @ \$58.60/hour. Oversee development & participation of FIGH collaborative partnership (attend meetings, trainings, prepares invoices, provides supervision).
Community Worker	94 hours per month for 12 months @ \$27.30 / hour. Conducts home visits for BBC-referred clients, following the Parents & Children Together (PACT) model (participates in collaborative meetings, symposiums, trainings, data entry).
	Mileage
<i>Miller Children's Hospital &amp; Women's Pavilion at Long Beach Memorial Medical Center</i>	
Coordinator: Nancy McKeel	48 hours total for 12 months @ \$40.00 / hour. Provides prenatal, postpartum, and parenting support as well as linkage to resources and community support services for clients.
<i>Wilmington Community Clinic - WCC</i>	
Registered Nurse Practitioner	16 hours per month for 12 months @ \$57.02 / hour. Oversee development & participation of WCC collaborative partnership (participates in collaborative meetings, symposiums, trainings, data entry).
Medical Assistant	16 hours per month for 12 months @ \$10.70 / hour. Provides case management of pregnant clients at WCC (participates in collaborative meetings, symposiums, trainings, data entry).
	Mileage
<i>The Children's Clinic</i>	
Interconception Clinic Care	24 client visits total for 12 months @ \$100 per visit. Provide interconception medical care/education for clients with chronic diseases (ex: diabetes) who have no insurance
<i>St. Mary's - Mary Hilton Family Clinic</i>	
Health Educator	64 hours per month for 12 months @ \$32.79 / hour. Provide case management services to clients receiving services at Mary Hilton OB Clinic and St. Mary Medical Center. (participates in collaborative meetings, symposiums, trainings, data entry)
<i>Monica Montes</i>	
Registered Dietician	12 hours total for 12 months @ \$75 / hour. In a group setting, provides nutrition counseling and information to diabetic clients.

<b>Equipment - Section 3</b>	N/A
<b>Printing &amp; Copying - Section 4</b>	Approximate cost of \$1.00 per unit, for color brochures, mailers & color copying.
<b>Space - Section 5</b>	N/A
<b>Phone - Section 6</b>	Technical Support, Service & Maintenance for cell phone (Mary Robinson), telephone, computer and data network.
<b>Postage - Section 7</b>	Covers the cost of oversized materials, invoices to First 5 LA and client mailings.
<b>Supplies - Section 8</b>	General Office Supplies estimated at \$150 per month (Programs are required to provide supplies for each staff this includes paper, pens, pencils, binders, all resources/materials prepared for clients, reports, etc.) Program Supplies: Items for clients with Diabetes (test strips/alcohol wipes, etc.), items for group meetings. Breastfeeding Accessories (nipple shields, adaptors, hospital grade pumps)
<b>Employee Mileage/Travel - Section 9</b>	Mileage for staff and supervisors on behalf of this program is estimated to be 1050 miles per month at the IRS rate of \$0.555 per mile. To cover mileage to/from home visits for program staff: case managers, client lactation support/education, Admin Assistant (necessary to provide translation for CM's), trainings and meetings during the course of the program.
<b>Training Expenses - Section 10</b>	MCAH related trainings: (breastfeeding, case management, seminars, etc.) funds are allocated to allow the case managers/collaborative staff to attend educational programs for professional development during the program year.
<b>Evaluation - Section 11</b>	No evaluation expenses are expected during this budget period.
<b>Other Expenses - Section 12</b>	Monthly Core Collaborative Meeting - The LB-W BBC partners meet to get updates, give progress reports and review program policies.
<b>Indirect Costs - Section 13</b>	10% indirect cost - allowable amount for the program year.

# Exhibit C

Original Proposal

## **Description of Lead Agency and Collaborative Members**

### Overview and History

Established in 1906, the City of Long Beach Department of Health and Human Services (LBDHHS) is responsible for all aspects of public health services, preventive health services, and many of the human and social services provided within the City of Long Beach. The LBDHHS is one of the 61 public health jurisdictions designated by the State of California, 3 of which are city health departments (Pasadena and Berkeley are the other 2). The LBDHHS is organized into 6 Bureaus: Human and Social Services, Public Health, Environmental Health, Preventive Health, Animal Control, and Support Services. Together the 5 LBDHHS Bureaus employ more than 480 staff who work in 60 health and human service programs to accomplish the following mission: To improve the quality of life of the residents of Long Beach by addressing the public health and human service needs ensuring that the conditions affecting the public's health afford a healthy environment in which to live, work and play. The multidisciplinary staff are also multilingual and multicultural, mirroring the community that the LBDHHS serves, ensuring the language and cultural capacity as well as the public health expertise to address diverse community needs. The LBDHHS offers a broad range of direct client-centered services, including immunizations, prenatal care, family planning, communicable disease prevention and treatment, laboratory services, WIC, homeless services, case management (through Public Health Nursing, Nurse Family Partnership, Black Infant Health, Role of Men, the Multi-Service Center for the Homeless, and Family Preservation), Medi-Cal and Healthy Families enrollment assistance, birth and death certificates, animal control, and drug and alcohol rehabilitation services. In addition, many LBDHHS activities take broader, community-wide, or systems improvement approaches. Examples include the Child Health and Disability Prevention Administration Program, with a broad focus on access to care and quality assurance; the Medi-Cal/Healthy Families Collaborative, which coordinates a city-wide outreach effort and addresses barriers related to enrollment in and utilization of health insurance programs for low-income families; the MCAH Access and Outreach program, which recently completed a Community Needs Assessment, and focuses on ensuring access to early and continuous prenatal care for high risk women; and the Bioterrorism Preparedness Program, which addresses disaster preparedness issues in collaboration with other city departments and agencies. The LBDHHS has a long history of collaborating with public, private, and non-profit sector partners throughout the community in order to provide and connect our target populations with the most comprehensive range of

services and resources available, as well as to address health concerns at the community and systems levels. Through these partnerships, the LBDHHS promotes and protects the health of Long Beach residents.

The Best Babies Collaborative members included in this planning grant proposal have a long tradition of service in the community as well. The planning grant collaborative members include St. Mary Medical Center, Families in Good Health, Long Beach Memorial Medical Center, Regional Perinatal Programs of California/California Diabetes and Pregnancy Program Region 6.1, and the Wilmington Community Clinic. These partners were selected for the following reasons:

- The majority of Long Beach births occur at Long Beach Memorial Medical Center and St. Mary Medical Center;
- Both hospitals are regional medical centers that provide a vast array of supportive services and demonstrate a commitment to working with the community;
- The lead agency, LBDHHS, has a long history of responsibility for governance, fiscal responsibility, and data collection and reporting;
- All agencies are very capable of providing culturally and linguistically competent services, and reaching underserved and hard-to-reach populations;
- All agencies have a documented history of collaboration and coordination, with each other as well as many other organizations; and
- All agencies have experience in addressing the core approaches to be utilized for this grant.

St. Mary Medical Center (SMMC), founded in 1923 by the Sisters of Charity of the Incarnate Word, is an inner-city hospital located in an ethnically diverse, lower socioeconomic neighborhood near downtown Long Beach. The mission of the hospital is to provide the highest-quality medical care to all people, regardless of sexual orientation, nationality, race, religion or ability to pay. SMMC, an affiliate of Catholic Healthcare West, serves a population that includes large numbers of African-American, Latino and Southeast Asian families. The medical center also serves as a teaching hospital for residents and interns from the UCLA School of Medicine and meets the health care needs of the Long Beach community by providing quality, compassionate care, utilizing state-of-the-art technology, and adhering to principles of service excellence. In its 80-year history, SMMC has grown from a 70-bed community hospital to a 539-bed regional medical center with world-class credentials, providing services to an area of more than 300 square miles and a population of more than 600,000.

Families in Good Health (FiGH), a community-based organization located on the campus at St. Mary Medical Center, is a multilingual, multicultural health and social education agency that strives to

provide quality outreach and education services to the Southeast Asian, Latino, African-American, and other communities in Long Beach. It was established as the Southeast Asian Health Project in 1987, as a joint venture between St. Mary Medical Center and the United Cambodian Community, Inc. to create a partnership between the resident Southeast Asian community and the health care community. The FiGH mission is to build capacity within the community in order to promote informed health choices and improve access to needed health and social resources. FiGH conducts numerous health and social education programs that focus on health promotion and disease prevention. On-going needs assessments, including community involvement in program planning and evaluation, ensure that appropriate programs are developed and implemented by FiGH.

Long Beach Memorial Medical Center (LBMMC), founded in 1907 as Seaside Hospital, is today one of the nation's top-rated medical centers and the second largest not-for-profit community hospital west of the Mississippi. LBMMC is located in the West Central area of Long Beach, an area known for its ethnically diverse population and high rates of poverty among children. LBMMC's campus includes Miller Children's Hospital (one of 8 children's hospitals statewide) and Women's Pavilion, Memorial Rehabilitation, Todd Cancer Institute, Memorial Heart and Vascular Institute, and Memorial Emergency Trauma Center – home to the region's only Pediatric Trauma Center. In addition to patient care and clinical research, LBMMC is strongly committed to education. It has been a teaching hospital for over 50 years, training residents and fellows in graduate medical education through affiliations with the UCI, UCLA and USC. Miller Children's Women's Pavilion at Long Beach Memorial Medical Center is among the 10 largest birthing centers in California and has been the primary provider of obstetrical and newborn services in the City of Long Beach for more than 25 years. Over 6,500 births occur annually at the Women's Pavilion and, of these, approximately 26 percent are high-risk patients referred from about 30 Los Angeles and Orange county facilities. The Women's Pavilion was one of the first designated Level III Perinatal Centers in California and the NICU at Miller Children's has been the largest provider of services for sick and pre-term infants in Los Angeles, Orange and San Diego counties for more than 26 years. Miller Children's Hospital and Women's Pavilion offer multiple outpatient pediatric and perinatal services for women and children. The Outpatient Obstetrical Clinic and Family Medicine Clinic provide prenatal and postpartum care to a predominately low income population and serve more than 650 families providing more than 7300 visits annually. Specialty services within the programs include the perinatal support team which provides multidisciplinary multispecialty prenatal and postnatal services for women with or at risk of high risk

pregnancy based on early prenatal screening, medical and/or family history, or complex and/or chronic medical conditions.

The California Diabetes and Pregnancy Program (CDAPP) was established in 1984 by the California Department of Health Services Maternal and Child Health Branch in response to strong scientific evidence that many of the infant and maternal complications associated with diabetes in pregnancy can be reduced or prevented with improved approaches to management. The main goal of CDAPP is to improve pregnancy outcomes for women who have pre-existing type 1 or type 2 diabetes mellitus, and for women who develop gestational diabetes mellitus. CDAPP is a component of the Regional Perinatal Programs of California (RPPC), which exists for the purpose of promoting access to appropriate perinatal care for medically high risk pregnant women and their infants through regional quality improvement activities. RPPC activities are aimed at coordinating regional resource planning, and promoting communication and information exchange among agencies, providers, and individuals related to the provision of quality perinatal care. The RPPC/CDAPP programs are organized regionally, and Region 6.1 covers the southeast portion of Los Angeles County, including Long Beach and its surrounding areas. The RPPC/CDAPP programs are housed at Long Beach Memorial Medical Center.

The Wilmington Community Clinic (WCC) has been providing quality, primary care services to low income families and indigent persons in the Wilmington community and surrounding areas for 28 years. The mission of WCC is to provide medical and health-related services including but not limited to health assessments and referrals, nutrition evaluation and health education services, and to develop methods for better serving those members of the community whose needs in the forgoing areas are not served adequately by existing facilities. WCC also has a history of collaboration for the purpose of offering encouragement and assistance to other organizations with a similar purpose. WCC became incorporated and licensed by the State of California on April 28, 1977, and initially began its operation with a women's health care project and a pediatric program. During its first full year the clinic logged 3,500 patient visits. In 1982, WCC received a Maternal and Child Health award and began offering prenatal care services, and in 1988 became a Comprehensive Perinatal Services Program (CPSP) Provider. Continued growth of WCC's prenatal, women's, and pediatric services necessitated the opening of a satellite site, which also provided space for a tobacco control project and a Healthy Start program. In 1997, WCC became a Public Private Partnership provider with Los Angeles County Department of Health Services. Funds were sought and obtained to acquire a new building, and in 2000 WCC moved to its current location. In 2001, an additional satellite site was opened in collaboration with King Drew Medical Center, the LAI Institute, and the Community



Development Department. First 5 LA funding was received by WCC in 2002 to expand and enhance pediatric and prenatal services, and in 2004 the clinic provided nearly 15,000 patient visits. WCC currently has 22 employees, 8 medical providers, and a team of volunteer physicians, including OB/GYN physicians from SMMC and Dr. Xylina Bean, who serves as the clinic's executive medical director.

The lead agency and all of the collaborative members have historically provided, and in many cases concentrated on providing, services in the BBC priority zip codes. LBDHHS' jurisdiction is the entire city of Long Beach. However, many of the LBDHHS programs had previously identified the Long Beach BBC zip codes (90802, 90805, 90806, and 90813) as areas for prioritization of services. These zip codes are the target zip codes for the Department's Black Infant Health (BIH) and Role of Men (ROM) Programs. The Role of Men Program recently received funding as part of a collaborative project funded by the Knight Foundation for expanded services to promote fatherhood roles of social, emotional, and financial support for families living in 90806. In 03-04, Black Infant Health had a caseload of 179 clients, 73% of whom lived in BBC priority zip codes. The current 04-05 caseload for BIH is 115. Field Public Health Nurses in the MCH and Nurse Family Partnership (NFP) programs receive an average of 15-20 maternal and child health home visit referrals per month, and approximately 90% of the referrals are for residents of the target zip codes. The MCH Access and Outreach program provides assessment and short-term case management to nearly 400 pregnant clients per year who are high-risk (due to alcohol, drug, or tobacco use, mental health, or late entry into prenatal care) and need assistance in accessing prenatal services. Approximately half of the clients screened for services reside in the target zip codes. The Medi-Cal/Healthy Families Collaborative, a LBDHHS-lead citywide collaborative of funded and unfunded partners with the goal of improving health insurance coverage for low-income families, enrolled 1,947 individuals during the first 7 months of the 04-05 project year. More than half of the enrollees reside in the BBC target zip codes. The LBDHHS Dental Disease Prevention Program provided oral health education, and/or screening and sealant application services to 9,862 individuals in the 03-04 project year. The program targets children at schools with a high percentage of students on the free and reduced price lunch program, and 8 of the 14 schools served by the program are in the BBC priority zip codes. LBDHHS is also involved in health care provider education and quality assurance activities. The CHDP Administration, CPSP, and Immunization programs provide site visits, chart reviews, and technical assistance to CHDP and CPSP providers. Of the 42 CHDP providers located in Long Beach, 26 are in the priority zip codes. Similarly, of the 22 CPSP providers located in Long Beach, 16 are located in the priority zip codes. The LBDHHS WIC program has a caseload of 30,500 clients. Four of the 6 WIC clinic sites are in the priority zip codes. LBDHHS also conducts a Latino

Diabetes Project, which utilizes social support and promotora-type approaches to assist women in understanding and taking control of their diabetes. A total of 385 participants have benefited from this program, 64% of whom reside in the priority zip codes.

SMMC is located in zip code 90813, and although it has grown into a large regional medical center, it continues to focus many of its programs and services on the residents of the community in which it is located. Providing access to medical care for underserved and culturally diverse populations, addressing the needs of infants and children and focusing on chronic and infectious diseases, including HIV/AIDS are priorities for St. Mary Medical Center. Healthcare and community outreach programs reflect these priorities and focus on meeting the health care concerns of the diverse patient population that the medical center serves. Examples of SMMC programs that serve the priority zip codes include the Comprehensive AIDS Resource and Education (CARE) Program – which has been providing clinical, social, and case management services to HIV/AIDS clients and their families since 1987; the Family Health Resource Center – which employs resource specialists who provide services in English, Spanish, Khmer, Hmong, and Thai, and assist families in enrolling in health insurance and obtaining health care providers who are sensitive to their cultural needs; and the Babies First Program – which consists of an educational component and baby showers for expectant mother and families, and collaborates with the local business, community-based and faith-based organizations. The Mary Hilton Family Health Center, which houses the SMMC OB Clinic, is committed to providing a comprehensive approach to pre- and post-natal care. The Clinic is a CPSP Provider, and has bilingual staff comprised of three OB/GYN physicians, one Nurse Practitioner, a dietician, an educator and a social worker, who serve the community's diverse population including African-American, Latino, Khmer, Vietnamese, and deaf clients. The OB Clinic collaborates with community resources including LBDHHS, the Long Beach Unified School District's teen programs, residential drug and alcohol treatment programs, and other community agencies.

FiGH is also located in 90813, and has a long history of serving high-risk clients in all of the priority zip codes through programs such as Parents and Children Together (PACT) and the Long Beach Childcare Empowerment Project, both of which were funded by First 5 LA in 2000 and 2003 respectively. Other examples of programs conducted by FiGH and serving the target zip codes are the Southeast Asian Health Project, a perinatal outreach, education, and home visitation program in 1987; a Tobacco Control Program targeting multi-ethnic families in 1990; Light of the Cambodian, a violence prevention program in 1995; a Diabetes Outreach, Management and Education Program targeting Latino and Southeast Asian communities in 1999; and the FISH outreach program targeted at educating the Long Beach community on the dangers of

ingesting fish with high mercury levels in 2002. Currently, FiGH conducts the Little Sisters mentoring program for multi-ethnic pregnant and parenting teens (since 1994), the EM3 male involvement program (since 1996), the Southeast Asian Immunization Program in collaboration with LBDHHS (since 1997), the Medi-Cal/Healthy Families Outreach Program in collaboration with LBDHHS (since 1998), and Healthy Living – a diabetic case management program targeting type 2 and gestational diabetics.

LBMMC and RPPC/CDAPP are located in 90806, but both have large catchment areas that include the other target zip codes and beyond. RPPC/CDAPP covers Region 6.1, which covers the southeast portion of Los Angeles Counties. There are 13 Sweet Success affiliates in the region, 2 of which are located in the priority zip codes. Sweet Success is the clinical component of CDAPP, and utilizes multidisciplinary teams composed of physicians, nurses, dietitians, social workers, and other health care professionals. The program emphasizes early recruitment of prepregnant and pregnant women with diabetes into pregnancy programs managed by these teams. These professionals integrate specialized assessment and intervention strategies to meet the challenge of providing optimal care for the target group. The program provides outpatient-based comprehensive education, nutrition, psychological and medical services to the prepregnant and pregnant woman with diabetes. The intent is to achieve active participation by the woman in managing the meal plan, insulin, stress, exercise and psychosocial concerns necessary for optimal glycemic control and pregnancy outcomes. Sweet Success affiliates located in the target zip codes serve approximately 350 pregnant diabetics per year. In addition to inpatient services, Miller Children's Hospital provides in-home outreach, education and support services for more than 250 infants each year who were born preterm, experienced serious illness or poor growth in the neonatal period and/or who are at high risk for medical-developmental, environmental or social-emotional delay. Over 60% of these infants reside within the identified zip codes of 90804, 90805 90806, and 90813.

The majority of patients seen at WCC come from the following zip codes and communities: 90501 (Harbor Gateway); 90502 (West Carson); 90710 (Harbor City); 90717 (Lomita); 90731 (San Pedro); 90744 (Wilmington); 90745 (Carson); and 90810 (Long Beach). Of the priority zip codes, the vast majority of patients served at WCC reside in Wilmington's primary zip code 90744. A small percentage of patients served come from the 90805 and 90806 priority zip codes in Long Beach, with the majority residing in 90810. From the beginning, we have worked with the low-income, uninsured, primarily Hispanic women, children and families of our community and surrounding areas. WCC has been providing prenatal care to women living in the 90744 zip code since 1982 and has been a CPSP provider since 1988. The current Registered Nurse Practitioner working at WCC full-time has been providing prenatal care for 25 years. The

volunteer OB/GYNs from SMMC have been volunteering at WCC for the past 5 years one to two days a week.

### Collaboration

The lead agency and collaborative members have extensive experience in collaboration. LBDHHS currently has a variety of staff members that either convene or participate in one or more of over 30 collaboratives, coalitions, advisory groups, or affiliate organizations that consist of community members, health and social service providers, counterparts in other public health jurisdictions, City Council appointees, or a combination thereof. The BIH Program convenes an advisory group on a quarterly basis in order to update the community on program activities, obtain community feedback on program goals and directions, and identify community experts on a variety of topics to conduct client workshops. The MCH Director was an active participant in the LABBC Healthy Births Advisory Board, and along with the BIH and ROM coordinators and other MCH staff participated in the Healthy Birth Learning Collaboratives. The Medi-Cal/Healthy Families Program has convened a citywide collaborative of agencies on a monthly basis since its inception in 1998. The program coordinator brings together representatives from the funded and unfunded partners in the community who have a stake in improving enrollment in and utilization of health insurance benefits particularly in low-income families. The monthly Medi-Cal/Healthy Families Collaborative meetings are attended by an average of 45 attendees representing the various stakeholder agencies. Since 1997, the Immunization Program has convened the Immunization Action Plan Task Force for the purpose of improving the rates of children 0-2 who are up-to-date with their immunizations. LBDHHS also convenes the Perinatal Multicultural Coalition, along with representatives from other LBDHHS programs, LBMMC, and the Medi-Cal managed care plans. The purpose of this group is to organize and conduct health care providers to improve their ability to provide culturally appropriate care. Other examples of collaboratives that LBDHHS plays a leadership role in include the Childhood Lead Poisoning Prevention Task Force, the Coalition for a Smoke-Free Long Beach, the Service Planning Area 8 Service Provider Network, the Long Beach Homeless Coalition, the Southern California SIDS Advisory Council, the Long Beach Alliance for Children with Asthma, the Long Beach Community Health Council, the Long Beach Roundtable, and the Teen Pregnancy Prevention Collaborative.

SMMC has provided leadership and participated in several collaboratives including starting the Healthy Kids Coalition – a project involving the Long Beach Unified School District and local community clinics to provide school-based health care, participating in the Immunization Action Plan Task Force

convened by LBDHHS, and overseeing the Sun Protection Project with Long Beach Unified School District, California State University Long Beach, LBMMC, Long Beach Community Medical Center, and Kaiser.

FiGH has been involved in collaborative efforts since early on in its inception. During the 10 years that FiGH received tobacco funding, the agency was either a collaborative member or served in an advisory capacity to ethnic tobacco control collaboratives. For 5 of those 10 years, FiGH was the lead agency in a Long Beach Tobacco Control collaborative that included the Cambodian Business Association and the Black Business Professionals Association. FiGH has also been part of a perinatal collaborative lead by the Association of Asian Pacific Community Health Organizations, and a childcare collaborative of 7 agencies targeting improving childcare services in 90813. Currently, FiGH is a funded collaborative partner with the LBDHHS Medi-Cal/Healthy Families Collaborative and the LBDHHS Immunization Action Plan Task Force. They also currently participate in PATH – a collaborative of Pacific Islanders and Southeast Asian agencies with the goal of increasing breast and cervical cancer screening, and HAPAS – a collaboration of agencies providing education on chronic disease prevention and management targeting the elderly Southeast Asian and Pacific Islander population.

LBMMC Miller Children's and Women's Hospital is a regional center for CDAPP and RPPC. The Regional Coordinator for both programs has been participating in the HBLC meetings since 2003, including meetings held in several Service Planning Areas since the CDAPP regional area for Region 6.1 extends to the east L.A. County border and to the north L.A. County border. LBMMC participates in the Perinatal Multicultural Coalition, in collaboration with LBDHHS. Collaboration is also done with the LBDHHS BIH program to provide a Sweet Success presentation for them at least once a year. Trainings for CPSP providers and their perinatal health care workers are also coordinated by LBMMC RPPC/CDAPP, as well as quarterly meetings for the Southeast L.A. Perinatal Advisory Council, to bring perinatal updates to the region. A quarterly newsletter is published and distributed to bring important information and updates to the perinatal care providers throughout the region. LBMMC RPPC/CDAPP also collaborated with the Healthy African American Families organization to plan and present a two day conference to be held free of charge at the L.A. Convention Center this March. LBMMC and Miller Children's collaborate extensively with the The Children's Clinic, Children's Dental Health Clinic, Family Medicine, Perinatal Support, and the Pediatric and High Risk Infants Programs in helping to provide state-of-the-art perinatal and pediatric preventive, primary, specialty and sub-specialty care and education for women, children and their families who have traditionally faced social and economic barriers. LBMMC is committed to continuing to seek opportunities to collaborate with other organizations, including faith-based and community-based

organizations, schools, health care providers, and government entities, that provide services to families in the priority zip codes.

WCC actively participates in local and statewide collaboratives. In 1997, WCC began collaboration with the Los Angeles County Department of Health Services to provide and expand primary care services to the uninsured population through implementation of the Public Private Partnership (PPP) program. WCC attends quarterly meetings conducted by the County for the PPP funded partners. Another collaborative in which WCC participates is the Family Development Network (FDN), a multi-agency collaborative of social service and health care agencies, funded by the City of Los Angeles and initiated to decrease barriers to access to care. FDN encourages integration of services for families enrolled in agencies participating in the network. WCC provides medical services to patients referred by the 11 agencies who are members of the network. WCC began a significant collaboration on behalf of the Mary Henry Telemedicine Clinic, originally operated by the LAI Institute of King Drew Medical Center and the Community Development Department of the County of Los Angeles. WCC was instrumental in the licensing of this establishment as a satellite site of WCC. Mary Henry Telemedicine Clinic provides primary care to children and adults in South Central Los Angeles. A unique feature of this clinic is the utilization of a teleconference system for consultation, which is provided in conjunction with King/Drew Medical Center. WCC is also one of four agencies implementing a state-funded project called the Harbor Area Teen Pregnancy Prevention Collaborative. The role of WCC in this collaborative is that of implementing two pregnancy prevention curricula to local middle and high schools. Staff from WCC also participate in HBLC activities.

### Leadership

LBDHHS maintains more than 30 community and professional collaborations, coalitions, advisory boards and affiliate associations. These partnerships provide leadership, advocacy, planning, program evaluation, oversight and community feedback on LBDHHS programs and to their funding sources. LBDHHS also provides social service grants to more than 40 grassroots human and social services agencies in Long Beach. LBDHHS involves the community in direct programming and health promotion services such as community health worker trainings, Senior Strategic Planning Task Force, Domestic Violence Prevention Task Force and the Licensed Childcare Master Plan Task Force. LBDHHS is lead agency for the following funded collaboratives: the Medi-Cal/Healthy Families Outreach Collaborative, which includes five community based agencies; the Immunization Action Plan Task Force, a partnership of 4 agencies that work to immunize all infants and children in Long Beach; the Partnership for Public Health Leadership Programs, which includes 3 community based agencies in training neighborhood residents in core public

health education and civic leadership; the Tobacco Master Plan Settlement Collaboration that funded 10 community based and faith based organizations with mini-grants to provide grassroots tobacco prevention education and activities throughout Long Beach; and the Service Provider Network, which seeks to reduce disparities in communities disproportionately affected by HIV, STD, TB and substance abuse.

LBDHHS has provided services to the community and to providers for almost 100 years. Administrators, Officers, Managers, Supervisors and Coordinators of the LBDHHS are all public health, human services, community health, primary care or public administrative professionals. It is a primary goal of the LBDHHS management team to provide opportunities and trainings for staff development, capacity skills building, professional licensing training and CEUs through grand rounds, conference attendance, video conferencing and inservices, seminars, workshops and other methods for attaining leadership skills. A parallel primary goal of the LBDHHS management team is to insure that the community partners, collaborations, advisory boards and the community and target populations are also provided education, training and leadership skills in order to assist LBDHHS in its meeting its mission and program goals. Through many of the grants and public allocations for meeting public health needs, LBDHHS provides trainings, workshops and skills building exercises to the providers and collaborative partners. Many of the LBDHHS staff development trainings, grand rounds and CEU sessions are open to collaborative partners and community health and services providers. LBDHHS has provided health and civic leadership trainings to grant funded and volunteer community and outreach workers (promotoras) through the Partnership for the Public Health Program, through the ROM and BIH Programs, Tobacco Education Coalition and Medi-Cal/Healthy Families Outreach Collaborative to name a few. LBDHHS is the lead agency for both the Community Health Council and the Health Administration Round Table, which involves the local, and county public health departments, hospitals, community health clinics, HMOs, academia health sciences and nursing programs, and community-based agencies. LBDHHS works with these agencies to assess and plan the methods to provide the skills and leadership needs of the health and human services workforce and the community they serve.

#### Administration

As stated above, LBDHHS has provided public health services to the community for almost 100 years. The annual budget for the Department is approximately \$38 million dollars and includes private, corporate and foundation grants, state, federal and local allocations and categorical funding and less than 1% of local general funds from the City of Long Beach. LBDHHS administers these grants and collaborative funded programs to meet the health and human services needs of the community. The Director of the

LBDHHS is part of the City Manager's Executive Management Team that answers to the Long Beach City Council for administrative and fiscal accountability. The Department is administered through the bureau management team for the 6 bureaus: Human and Social Services, Public Health, Preventive Health, Environmental Health, Animal Control and Support Services. LBDHHS has a voluntary 15 member Board of Health and Human Services that meets monthly and serves as an advisory body to the City Council, the City Manager and the LBDHHS on general issues connected with the administration of a public health department. LBDHHS is currently lead agency for four major collaborative grants: Healthy Kids, Immunization Action Plan Task Force, HIV Collaborative, CHDP Gateway. As the lead agency, LBDHHS maintains the fiscal accountability and work plan oversight and administration for the grants while providing funding through subcontractor status to the collaborative partners. LBDHHS has the capacity to carry (or front) the funding to the collaborative partners during invoicing and payment allocation periods from funding sources.

LBDHHS as lead agency for the BBC will be able to provide in-kind resources and infrastructure such as meeting and training facilities with video, teleconferencing, language interpretation technology, administrative oversight from bureau managers and fiscal staff, leadership and provider training opportunities from on-going services and professional staff, cross training and collaborative services and referrals from other programs and collaboratives at LBDHHS. Additional in-kind services will include health education materials and participant incentives from other grant funded and public services at LBDHHS. The types of in-kind resources and infrastructure that the collaborative members have committed include physical assets such as meeting space and parking, photocopying, and computer resources. More importantly, each collaborative member represents a wealth of expertise and services, including cultural and linguistic experience with many diverse communities, provision of prenatal and postpartum care to diverse populations, experience in providing home- and community-based services, experience with data collection and reporting outcomes, extensive knowledge in specialty areas such as obstetrics, diabetes management, and breastfeeding, and recognition of the benefits of working collaboratively.

#### Accountability

LBDHHS maintains more than 40 grant funded and government categorically funded programs and services. The contracts, work plans and scopes of work all require that LBDHHS maintain data and evaluate and report on the outcomes of these programs and services. LBDHHS has utilized in house staff and contract evaluators from academia or professional agencies to assess data and reports for performance measures and outcomes of services provided. Data includes geographic and socio-economic status of



participants, pre and post knowledge and skills of participants, health status and improvement or health outcomes of participants utilizing the services, risk indicators and reduction of risks as a result of programs/services, behavior modification as a result of services/trainings. Process evaluation is utilized for community events, workshops, demonstrations and health education displays and exhibits. Each collaborative member also has experience in conducting program evaluations. SMMC collects process data (e.g. number of patients served, number of births) as well as pregnancy and birth outcome data, utilized for quality improvement activities. SMMC is also a site for research and grant-funded programs, which require data collection and reporting. FiGH collects age, ethnicity, health status, service provision, and health outcome data, as FiGH is a grant-driven agency, and outcome measures are a grant requirement. Similarly, LBMMC and RPPC/CDAPP have extensive experience in grant- and research-required data collection and evaluation. WCC utilizes client satisfaction scales, class observations, pre and post measurements of client knowledge and practices, participant and staff interviews, and surveys, to assess processes and outcomes. They also have a practice management system to assess program utilization and provider workload. Their grant-funded programs have reporting and evaluation components as well.

### **Population Served**

Long Beach is the fifth largest city in population in California. According to the 2000 census, this urban city had a population of 461,522, larger than 41 counties in California. The City covers approximately 50 square miles on the southern tip of Los Angeles County. Downtown Los Angeles is 22 miles north, Orange County borders on the east and the Pacific Ocean is south. The Port of Long Beach is the second busiest seaport in the United States, and the tenth busiest in the world. Long Beach is the site of a large community college and a California State University campus. The City has its own airport, school district, a large parks and marine recreational system, and libraries in most neighborhoods.

The census also found Long Beach to be the most ethnically diverse large city in the country. About 48% of the residents speak a language other than English in their homes, and 31% of Long Beach residents are foreign-born. The census showed that, for the first time, Hispanics surpassed Anglos to become the largest percentage of Long Beach residents, each making up about one-third of the population. The other third is almost equally divided between African-Americans and Asians/Pacific Islanders. Of the Asian population, there are over 50,000 Cambodians (the largest number outside of Cambodia) and a large group of Filipino residents. Pacific Islanders are mostly Chamorros, Samoans and Tongans. In addition to this ethnic diversity, Long Beach has many pockets of special-need health populations including homeless, HIV positive and seniors.

The percentage of Long Beach residents living in poverty has increased. For example, 45.6% of residents in 90813 are below the federal poverty level, which is currently \$18,400 for a family of four. The City population is dense in some low-income areas, primarily in central (ZIP codes 90813,90806,90802) and north Long Beach (90805). The percentage of the population living in all 5 priority zip codes (including 90744) who are at or below 200% of the federal poverty level is 63.25%. In these areas there are more low rent apartments with older housing and some severe overcrowding. Often several families share rent in a small apartment. Overcrowding, poverty and older substandard housing may cause lead poisoning from chipping old paint, asthma and other illnesses from molds and vermin, and airborne diseases from close living quarters. Long Beach has 52% multiple unit structures, and 54% of residents spend 30% of income on housing; median rent is \$720/month. As of March 2004, there were 99,502 Long Beach residents receiving Medi-Cal including 39,022 receiving CalWorks.

The median age of Long Beach residents is 31 years. There are 163,088 households, and 35% of them have children under the age of 18 living in them. The households consist of 39.2% married couples living together, 16.1% female heads of households with no husbands present, 38.9% non-families, 29.6% are made of individuals, and 7.4% have a person 65 years or older living alone. The Hispanic population is on average younger than the general population.

Per the U.S. Census Bureau, 21% of Long Beach adults have high school diplomas or equivalent and 72.2% of those have both a high school diploma and some higher education. The Long Beach Unified School District reports a 73.4% high school completion rate in 2003.

In the BBC priority zip codes, there were 6,141 live births in 2002, 70.66% of which were Medi-Cal births. The percentage that were low birth weight births was 7.44, which is higher than the county rate of 6.76. The percentage of births to women who received inadequate prenatal care was also higher than the county percentage – 19.67 compared to 13.77. The teen birth rate of 8.13 per 100 live births also exceeded the county rate of 5.55. Data from the 2004 Long Beach MCH Needs Assessment indicates that although the teen birth rate is declining, rates in the Hispanic and African-American populations were higher than the overall county rate (nearly twice as high in Hispanic teens). Disparities in the percentages of low birth weights exist in the African-American population, with a rate of nearly 13% - significantly higher than the overall county rate of 6.7%. Similarly, infant mortality rates, although they have declined, still remain disproportionately high in the African-American population of Long Beach (7.6 per 1000 live births) in comparison to the overall county rate of 5.4.

The population served by WCC is overwhelmingly Hispanic, Spanish-speaking and low-income. Ninety percent (90%) of patients identify themselves as Hispanic. Many of the users of WCC are immigrants or first generation families from Spanish-speaking countries: 80% of the users are monolingual Spanish-speaking. 88% of WCC patients have incomes under 100% of the Federal Poverty Level, 9% are between 100 and 200 % FPL, and only three percent 3% have incomes above the 200% FPL. Of all the zip codes in the WCC service area, patients residing in the Wilmington zip code of 90744 have the lowest income level.

In preparation for this proposal, LBDHHS convened a meeting of community stakeholders and potential collaborative members to obtain input on the key factors that contribute to adverse pregnancy outcomes in the communities identified as high risk. Key factors that the group identified were:

- Barriers to accessing prenatal care, including transportation, language, child care, lack of insurance and fear of applying for it due to immigration status issues;
- Lack of family support;
- Domestic violence;
- Mental health issues, including stress;
- Lack of information on signs and symptoms of pregnancy complications or risk factors, including cultural myths and beliefs;
- The perception of pregnancy as a healthy state, not in need of medical care;
- Competing priorities, such as basic needs of food and shelter;
- The capacity of high risk families to be able to plan rather than just respond to crises; and
- Systems issues in both the health care and social service (e.g. DPSS) settings, including cultural sensitivity and competency, and staff attitudes.

These factors correspond closely to the community priorities identified in the Healthy Births Initiative Blueprint – prenatal care access and quality, stress and mental health, nutrition and breastfeeding, and cultural competency. They also closely match the issues identified by the focus groups, key informant interviews, and surveys conducted as part of the 2004 LBDHHS MCH Community Needs Assessment. These findings include access to care (including dental and mental health), post-partum depression, lack of insurance, language issues, lack of cultural competence, difficulty in navigating the health care system, transportation, lack of resources for pregnant substance-abusers (current or history of), inconvenient office hours (conflict with work or child care), domestic violence, and lack of awareness of available services (by both providers and consumers of health care).

The group of community stakeholders and potential collaborative members also provided input on the family and systems needs of the community. The feedback obtained also closely corresponded with the issues identified above. Besides the basics of food, clothing, shelter, transportation, and income, families were also identified as being in need of assistance with parenting skills, coping skills (to deal with the deadlines imposed by assistance systems such as Medi-Cal redetermination, Healthy Families premium payments), service availability on family-friendly schedules, language and literacy issues, recognition of the importance of the involvement of fathers and grandparents, breastfeeding support, and mental health services (including identification of and interventions for post-partum depression). Systems issues identified include outreach to both patients and providers, in order to increase awareness, access, cultural competence, and coordination of available services.

## **Capacity**

### Existing Services

Many of the existing services provided by LBDHHS and the collaborative members have been described in previous sections of the proposal. LBDHHS, SMMC, and LBMMC have all been providing prenatal care for more than 25 years, incorporating the CPSP model when it became available, and providing care to the community's highest-risk clients in terms of socio-economic status, drug history, chronic medical and mental health conditions – frequently serving as the safety net providers, and collaboratively providing care for high-risk clients. WCC has provided similar services for the same period of time to a similar patient population in Wilmington. FiGH provides linguistic and cultural services to SMMC OB Clinic and Labor and Delivery patients. SMMC OB clinic serves 90-100 new clients per month, LBDHHS approximately 30, and together LBMMC and SMMC deliver 87% of the births occurring in Long Beach. Challenges cited by all partners to providing services to pregnant women pertain to the barriers that exist to obtaining early and continuous prenatal care. The partner agencies responded by providing outreach, with a focus on cultural and linguistic appropriateness, to educate the community on the importance of early entry into care, how to obtain care, how to enroll in insurance coverage, and how to navigate the system. Bilingual, bicultural staff are frequently utilized, as well as incentives for program participation (e.g. transportation, car seats, baby showers, etc.). All partner agencies are utilizing models or interventions that were developed by the California State Department of Health Services, or that showed effectiveness in other countries. State-developed programs include the CPSP model, Black Infant Health (including Role of Men) model interventions, the Sweet Success program, and the triage model of care – a needs-based approach that became a permanent component of Sweet Success. A study of the California Black Infant Health Program

published in the Journal of the National Medical Association in March 2004 stated that even though BIH participants were higher risk for poor birth outcomes, their low birth weight (LBW) and preterm delivery (PTB) outcomes were comparable to the geographic area overall. Additionally, the study showed a trend among BIH program participants toward better outcomes than the comparison group in both VLBW and VPTB. Studies have also demonstrated the cost benefit of the CDAPP Sweet Success program – Sweet Success interventions reduce hospital cost and length of stay, returning \$5 for every \$1 spent. Other proven approaches being utilized include anthropological-type models that utilize indigenous community leaders, older female kin networks, and promotoras.

### Core Approaches

All 8 of the universal and focused core approaches are currently being utilized by the collaborative members. Outreach is a key component of public health practice. 101 of the 453 LBDHHS employees are in job classifications such as Outreach Worker, Community Worker, or Health Educator who provide outreach services as part of their daily responsibilities. Examples of LBDHHS programs that have Outreach as a functional component include: Black Infant Health, whose 3 outreach workers, 2 health educators, and coordinator perform over 2,000 street and provider outreach contacts per year, in addition to special community outreach events such as Celebrate Healthy Babies health fair, and presentations to community agencies with contacts to the target population, such as churches and schools; similarly, two Role Of Men outreach workers each make a minimum of 20 outreach contacts per day to potential program enrollees in order to enroll at least 20-25 participants into each of the 5 ROM Basic Training sessions held annually; CHDP Administration, Childhood Lead Poisoning Prevention Program, and Medi-Cal/Healthy Families Outreach frequently combine resources to provide information and outreach at community events such as farmer's markets, health fairs, ethnic celebrations such as Cambodian New Year and Cinco de Mayo; the Maternal and Child Health Access and Outreach program developed a curriculum on the importance of early prenatal care and how and where to access it and presented it to 400 community members and professionals at 10 different locations during the most recent program year, and made over 3,000 individual contacts in 13 different community locations or events (health fairs, apartment complexes, DPSS, schools, etc.); the Nurse Family Partnership provided outreach to over 100 individuals at events (e.g. BIH Workshops) or to providers (e.g. SMMC OB clinic) in order to recruit caseload participants; the Immunization Project's Perinatal Hepatitis B Prevention Program performs provider outreach in order to ensure that prenatal care providers are appropriately screening for and reporting the Hepatitis B status of pregnant women; and the WIC program, which performs provider, agency, health fair, hospital, and street outreach in order to maintain a

caseload of over 30,000 clients. FiGH regularly collaborates with LBDHHS on outreach activities as a paid member of the Medi-Cal/Healthy Families Outreach Collaborative and the Immunization Action Plan Task Force. SMMC has the “Embajadoras de Santa Maria”, a group of Latino women who provide SMMC with an avenue to access informal community networks in order to conduct outreach on access to prenatal care and other services available.

Case Management is a core approach utilized in several LBDHHS programs, as well as SMMC, FiGH and WCC. LBDHHS employs 53 Case Managers and Public Health Nurses, who regularly perform case management services. Within LBDHHS, examples of programs with a case management component include: Role of Men, currently case managing 90 clients who completed the Basic Training series in order to help each father develop and implement a plan to effectively provide social, emotional and financial support to his children; the Black Infant Health program case manager manages the highest risk women in the BIH caseload of 115, providing close follow-up to women with issues of homelessness, domestic violence, medical conditions that may compromise their pregnancy, substance use issues, and coordinating case management with the district Public Health Nurse (PHN); the MCH Access and Outreach PHN provided short-term case management for 381 high-risk clients in 03-04, in order to link clients to prenatal care, mental health services, and drug and alcohol rehabilitation; LBDHHS 8 field PHNs and 2 Nurse Family Partnership PHNs conducted 5,815 home visits in 2004 – 3,682 were MCH case management home visits – for the purpose of assessment, plan development, community linkages to health and social services, health teaching, counseling, and advocacy; the CPSP clinic’s social worker receives 3-4 referrals per week and makes home visits to follow-up on issues such as domestic violence, history of mental illness or attempted suicide, substance abuse, and crisis intervention to provide ongoing social worker case management, and provides SW consultation to field PHNs; the Perinatal Hepatitis B Prevention Program outreach worker case manages a caseload of 60 pregnant hepatitis B carriers and their families to ensure screening and receipt of vaccine and immune globulin to prevent perinatally acquired hepatitis B; and 10 staff in the Drug and Alcohol Rehabilitation Division provides case management to 170 clients per month. The collaborative members also conduct case management in a variety of settings: SMMC provides high-risk OB nursing case management and CPSP case management; FiGH has 20 bilingual, bicultural staff who provide case management to approximately 250 individuals per year as part of their Immunization program, Little Sisters mentoring program for pregnant and parenting teens, Healthy Living diabetic case management program, and Taking Control cancer prevention and health system navigation program; and 3 staff in the

WCC CPSP clinic – the coordinator, registered dietitian, and licensed social worker – provide ongoing case management to the 150 prenatal patients in the current clinic caseload.

There are also extensive examples of how the Health Education and Messaging core approach is utilized by the lead and collaborative agencies. LBDHHS employs this approach through its Immunization Action Plan Task Force (media campaigns, community presentations, provider “No Barriers” policies) in collaboration with FiGH and other community partners, the Tobacco Education Program (through media campaigns and health education at community events), the SIDS program (through participation in the Back to Sleep campaign, presentations to the community, specific population groups such as BIH client workshops, day care providers, and hospital nursery nurses), the MCH Access and Outreach program’s carseat safety component (by providing classes to 215 expectant families, utilizing Office of Traffic Safety curricula conducted by the SafetyBeltSafe-certified health educator), the CPSP clinic (through group health education to 480 clients per year and one-to-one client health education to 1,640 clients per year, following CPSP guidelines and topics and conducted by the clinics 2 NPs, 3 RNs, 1 SW, and 4 Comprehensive Perinatal Health Workers), and the Rehabilitation Division’s Office of Traffic Safety funded program to develop health education materials to reduce incidences of drunk driving – especially in the teen population. FiGH has developed ethnic-specific health education messages to parents for a variety of media, including print and television, on topics such as immunizations and the importance of obtaining health insurance coverage for children. WCC received First 5 LA funding to enhance their breastfeeding education and support program, which funds a Coordinator and a Health Educator/Lactation Educator to coordinate and provide classes for 150 women per year and a Family Advocate to provide ongoing social support to promote continuation of breastfeeding.

Perinatal Care Quality Improvement is a core approach that both hospitals are actively involved in through staff and physician education. RPPC was developed by the California Department of Health Services for the express purpose of promoting access to appropriate perinatal care for medically high risk pregnant women and their infants through regional quality improvement activities. The Perinatal Multicultural Coalition (PMCC) is a collaborative effort between the LBDHHS and LBMMC and is composed of representatives from local organizations, educators, managed care plans, health professionals, allied health staff, and other interested persons who collaborate and empower one another to address the need for culturally sensitive perinatal health care with a goal of improved perinatal outcomes. The PMCC has conducted 7 provider workshops (such as “Building Knowledge and Skills to Serve Diverse Populations”, “The Link Between Culture, Communication and Healthcare”, “Working With Interpreters”, and “Birth

Disparities in the African American Community”) over the past 4 years with this goal in mind. Each workshop was attended by 75-125 participants.

Interconception Care is provided to LBDHHS CPSP clinic clients after delivery by the LBDHHS Family-PACT clinic, which served 2,460 clients in 2004. The clinic employs 10 professional and paraprofessional staff who provide information to clients on the importance of preconception planning and how to maintain health between pregnancies – including folic acid supplements, breast self exam, immunizations, pap smears, STD screening, and access to needed health care. WCC provided interconception care to 2,655 clients in 2004 in a similar manner, utilizing a medical assistant and 2 professional health care practitioners.

The core approach of Social Support is a built-in component to the LBDHHS Black Infant Health and Role of Men programs. BIH utilizes the Social Support and Empowerment model intervention with 40-60 women per year. ROM provides social support to 100-150 men per year as part of the Basic Training series, where health issues of parenting, child development, fatherhood, legal issues, and education and vocational training are addressed. Both programs approach social support within the context of strengthening family capacity and reducing stress in order to improve birth outcomes.

Community Building has been utilized as an approach by LBDHHS in 2 of its most successful collaborative efforts – the Immunization Action Plan Task Force, and the Medi-Cal/Healthy Families Outreach Collaborative. The IAP Task Force was initiated in response to the measles outbreaks of the early 1990s, and succeeded in bringing the community together to improve immunization rates in children 0-2 years of age. The Medi-Cal/Healthy Families Outreach Collaborative encompasses Policy and Advocacy, which are core public health functions, when focusing its efforts on increasing the number of children enrolled in health insurance coverage by bringing partners together to spread the word on the availability of coverage programs, the importance of coverage, and to advocate to address the systems barriers that impact enrollment, retention and utilization of health insurance and covered services. LBDHHS’ MCH Access and Outreach program also frequently implements the Policy and Advocacy approach, working with state agencies and lawmakers to improve access to services for pregnant women and their families.

### **Gaps in Current Services**

The MCH population in Long Beach, and especially in the priority zip codes, is a blend of varied layers of cultures, socio-economic status, races/ethnicities, ages, strengths and needs. One of the City’s strengths is that a culturally appropriate network of public, private, and community agencies who are capable of working closely together, are mobilized, and are concerned about the needs of the high-risk population



does exist. A Best Babies Collaborative will improve this capacity and provide better coordination of services, and lead to better birth outcomes. The 2004 LBDHHS MCH Long Beach Community Needs Assessment identified several major risk factors, gaps, and disparities in the perinatal population:

**Socioeconomic Risk Factors –**

- Neighborhoods in the priority zip codes experience high levels of poverty, overcrowding, and substandard housing, which creates health risks;
- Residents in the priority zip codes are often isolated by language, culture, transportation, and fear due to undocumented immigration status and/or violence in their neighborhood;
- Residents with limited English, or who have low literacy levels, are more likely to lack awareness of existing resources and experience difficulty navigating a complex health care system;

**Gaps in MCH Resources –**

- The assessment revealed gaps in dental and mental health resources;
- Although many health and social services are readily available, there is often a lack of awareness by the population who need them;
- Barriers exist to linking high-risk women and families to needed services and helping them navigate the complex health care system;
- Cultural competence remains a challenge.

**Health Indicators –**

- There are high rates of families who lack health insurance and live in poverty;
- The rates of low and very low birth weight, preterm deliveries, breastfeeding, teen births, and chlamydia, while in most cases are improving, are still worse or significantly worse than county and state rates and the Healthy People 2010 goals; and
- Disparities persist with regard to the rates of low and very low birth weight in the African-American population; and
- Studies have shown that birth outcomes indicators in 2<sup>nd</sup> generation immigrants are poorer than in 1<sup>st</sup> generation.

**Proposed Program**

The formation of a Best Babies Collaborative will improve the capacity to simultaneously address the social, psychological, behavioral, environmental, and biological factors that influence pregnancy outcomes. A service capacity gap that was repeatedly identified was a lack of awareness of available resources, both on the part of consumers and providers, which negatively impact accessibility to and

utilization of needed services. Many services currently exist in the targeted zip codes – what is often lacking is a mechanism to integrate the available services in order to maximize their use and impact. A collaborative partnership will bring the existing resources together that can impact the factors that influence pregnancy outcomes, improve provider and consumer awareness of the availability of these resources, improve integration of the services already available, and provide funding to expand essential direct client services. The collaborative will build a network of providers and resources that will provide or promote the provision of services to pregnant women and their families in an integrated, coordinated, and comprehensive manner.

The Best Babies Collaborative will:

- Conduct ongoing collaborative meetings to increase awareness of resources, improve relationships, and provide opportunities (e.g. through the Perinatal Multicultural Coalition, or the Healthy Birth Learning Collaboratives) for education on topics such as cultural competency and interconception care;
- Improve access to perinatal and interconception care services by increasing community awareness of service availability, and expanding the types and hours of needed services;
- Provide expanded post-partum follow-up, case management, and social support for high-risk women (teens, gestational diabetics, first-time mothers, substance-using women, and low-income families) and their families, by supporting community programs that provide effective interventions to this population (e.g. Black Infant Health, Role of Men, Nurse Family Partnership, Sweet Success);
- Implement a health education and messaging campaign to improve interconception and preconception health via mechanisms such as promotora programs, male involvement/fatherhood programs, ethnic media campaigns, and outreach activities at local ethnic celebrations and health fairs and other appropriate venues in the community;
- Conduct outreach to health care providers and to the community to increase awareness and utilization of local resources that improve pregnancy outcomes;
- Increase screening for mental health issues, including post-partum depression, and promote access to resources; and
- Promote opportunities for identification of local policy and advocacy issues, such as breastfeeding promotion and access to resources for interconception care, and promote activities to address these issues at the BBC and the LABBC level.

During the planning process, the collaborative will work toward identifying how to best utilize the core approaches to capture/target high-risk women in the priority zip codes, and integrate and coordinate the services available to the targeted population in order to promote systems change, which will lead to

improved service utilization and pregnancy outcomes. The BBC will improve and maximize the provision of direct services to the target population, and program interventions will follow the guiding principles of being comprehensive and integrated, addressing community identified issues at local and systemic levels, utilizing evidence-based approaches designed in a culturally competent manner. During the planning process, the collaborative coordinator will work with the LABBC and the collaborative partners to determine funding priorities and strategies and tracking mechanisms that will ensure that the high-risk populations in the identified zip codes receive the direct services that will improve pregnancy outcomes.

### **Collaboration**

The BBC planning collaborative will have a full-time collaborative coordinator to provide coordination of all planning grant activities and act as the liaison with the LABBC. See the list below for a description of the planning grant collaborative partners.

<p><b>Lead Agency</b>  <b>LBDHHS</b>          Funded Full-Time          BBC Coordinator</p>	<p>LBDHHS Program staff participating in BBC          Nursing Services Officer, BIH Coordinator, ROM          Coordinator, Public Health Nursing Supervisors,          MCH Access and Outreach PHN and Health          Educator, PN/FP clinic, MCH Physician, Rehab          Services Officer, Tobacco Education Program          Coordinator</p>
<p><b>Collaborative Partner Agencies</b>  <b>SMMC</b>          Unfunded Partner</p>	<p>SMMC staff participating in BBC          OB Clinic Medical Director, OB Clinic Social          Services Director, Perinatal Services Director</p>
<p><b>FiGH</b>          Funded Partner</p>	<p>FiGH staff participating in BBC          FiGH Director</p>
<p><b>LBMMC</b>          Unfunded Partner</p>	<p>LBMMC staff participating in BBC          Women's Pavilion Nurse Specialist, Community          Outreach Coordinator</p>
<p><b>CDAPP/RPPC</b>          Funded Partner</p>	<p>RPPC/CDAPP staff participating in BBC          RPPC/CDAPP Coordinator</p>
<p><b>WCC</b>          Funded partner</p>	<p>WCC Staff participating in BBC          Program Manager, Prenatal and Pediatric          Clinicians</p>

Collaborative partners were selected for the reasons outlined on page 2, and have experience working together formally and informally. Additional stakeholders will be brought into the process.

LBDHHS sent invitations to a list of over 100 potential stakeholders inviting them to be involved in the planning process, and information and feedback will be requested of them again during the planning process. This list included agencies and individuals such as residential drug treatment facilities, teen parent programs, CPSP providers, Family-PACT providers, CHDP providers, domestic violence centers, Long Beach Unified School District, and faith-based organizations. The MOUs in Appendix A provide additional information on the specific partner roles, as well as resumes of key staff.

### **Outcomes**

The goal of the BBC is to have increased availability, awareness, and utilization of services for high-risk pregnant and childbearing age women and their families, in order to see an overall reduction in the rates of and disparities between racial groups of:

- Preterm deliveries,
- Low birth weight births,
- Infant mortality,
- Teen pregnancies, and
- Preventable poor birth outcomes.

Progress toward accomplishing these outcomes will be obtained by development of an effective collaborative which will increase community and provider awareness of resources, advocate for improvements in systems (access to information and services, and navigation of service systems), improve provider skills and awareness of issues, and increase community resources for interconception care, case management and social support.

## **Evaluation**

During the planning period, the BBC will work with First 5 LA and the LABBC Center for Health Births to develop the evaluation plan. LBDHHS collects data in a variety of different ways, depending on the needs of each program, and is currently in the process of working with a vendor to develop a web-based data collection system that will improve evaluation capabilities department-wide. Currently, several client registration systems are in use that collect electronic data on client age, ethnicity, language, and service requested. There are also electronic data systems that collect and track client needs for follow-up services (such as the Children's Health Outreach Initiative client tracking database developed in conjunction with Los Angeles County Department of Health Services, and the regional web-based Los Angeles Immunization Network – LINK – immunization registry). Maintenance of the data collection system for the BBC will likely necessitate funding for at least a dedicated part-time staff person.

## **Budget**

The proposed budget includes funding for a full-time BBC coordinator (Yolanda Salomon-Lopez) at \$4,666 per month for the 3-month planning period, plus benefits. Other personnel costs are for project oversight to be provided by the Nursing Services Officer (Pamela Shaw), who is on the budget for 10%, and fiscal (contracting and invoicing) oversight to be provided by the Nursing Division Administrative Analyst, at 8% (matching funds). Contracted services costs for the funded collaborative partners will be for salary and benefits, as detailed on the budget detail sheets, for a total of \$12,183. The funded collaborative partner individuals will participate in planning activities by providing expertise in areas such as perinatal care, cultural competency, quality improvement, data collection, outreach, and community building. Additional<sup>24</sup> unpaid collaborative partners will also be involved during the planning phase. Information on the operating budgets, recent audit reports, and additional budget details are in Appendices E, F, and G. LBDHHS is providing a total of \$7,197 of matching funds and requesting a total of \$39,294 from 1<sup>st</sup> 5 LA.

Programs and services that are targeted for funding during the planning period will need to initiate funding searches during the implementation period, in order to continue provision of services funded as part of implementation after the 3-year implementation period. It is conceivable that the community collaborative activities could continue past the end of the implementation period with support from LBDHHS' MCH allocation.

# Exhibit D

Additional Required Documents

**GRANT RENEWAL REQUIRED DOCUMENTS**

This form indicates which documents will be submitted. Please complete and sign at the bottom of page two and submit with all required documents.

2012 JUN 15 PM 4:16  
 Grant Number: 00667

Agency:	City of Long Beach, Department of Health and Human Services	2012 JUN 15 PM 4:16 Grant Number: 00667
Initiative/Project:	Healthy Births Initiative - Best Babies Collaborative	
<b>CHECK BOX if included</b>	<b>EXHIBIT A</b>	<b>REVIEW</b>
<input checked="" type="checkbox"/>	STATEMENT OF WORK, if applicable	<ul style="list-style-type: none"> <li>Agency and grant information is correct</li> <li>Form is signed by authorized signatory</li> <li>Reflects correct budget amount</li> <li>Program description is correct</li> </ul>
<input checked="" type="checkbox"/>	SCOPE OF WORK / LOGIC MODEL	<ul style="list-style-type: none"> <li>Agency and grant information is correct</li> <li>Reflects all changes discussed with Commission staff</li> </ul>
	<b>EXHIBIT B</b>	<b>REVIEW</b>
<input checked="" type="checkbox"/>	BUDGET FORMS, including Budget Narrative and Projected Budget Form (for multiyear grants)	<ul style="list-style-type: none"> <li>Agency and grant information is correct</li> <li>Reflects all changes discussed with Commission staff.</li> <li>Budget summary page is included</li> </ul>
<b>EXHIBIT D - ADDITIONAL REQUIRED DOCUMENTS</b>		
	<b>MEMORANDUM OF UNDERSTANDING (MOU)</b>	
	<ul style="list-style-type: none"> <li>Submit copies of memorandums and subcontracts once it has been fully executed. Copies of the MOU are due during the grant period within 30 days of its execution.</li> <li>Required for all collaborative partners and subcontractors listed in the Budget under <u>Contracted Services and Evaluation</u>.</li> </ul>	
	<b>INSURANCE REQUIREMENTS</b>	
<b>CHECK BOX if included</b>	<ul style="list-style-type: none"> <li>All Insurance should reflect coverage for the entire grant period for the minimum amount required on the grant agreement with the proper endorsements. Please refer to the grant agreement for requirements.</li> </ul>	
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY Expiration date:	
<input type="checkbox"/>	WORKER'S COMPENSATION Expiration date:	<input type="checkbox"/> Not Applicable - Waiver requested
<input type="checkbox"/>	PROFESSIONAL LIABILITY Expiration date:	<input type="checkbox"/> Not Applicable - Waiver requested
<input type="checkbox"/>	BUSINESS AUTO LIABILITY Expiration date:	<input type="checkbox"/> Not Applicable - Waiver requested
<input type="checkbox"/>	CRIME COVERAGE Expiration date:	<input type="checkbox"/> Not Applicable - Waiver requested
<input type="checkbox"/>	PROPERTY Expiration date:	<input type="checkbox"/> Not Applicable - Waiver requested
<input checked="" type="checkbox"/>	Self-Insurance	<i>OK to have program title listed in cert per guidelines.</i>

2013

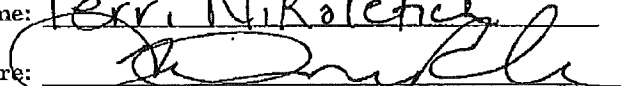
**GRANT RENEWAL REQUIRED DOCUMENTS**

CHECK BOX If included	CHECK if not applicable	EXHIBIT D	REVIEW
<input checked="" type="checkbox"/>	Required	SIGNATURE AUTHORIZATION FORM, original required	<ul style="list-style-type: none"> <li>Form is signed by authorized signatory per agency's bylaws or board resolution</li> </ul>
<input checked="" type="checkbox"/>	Required	AGENCY INVOLVEMENT IN LITIGATION AND/OR GRANT COMPLIANCE DIFFICULTIES, original required	<ul style="list-style-type: none"> <li>All questions were answered and explanation provided, if necessary</li> <li>Form is signed by authorized signatory</li> </ul>
<input checked="" type="checkbox"/>	Required	CURRENT BOARD OF DIRECTORS ROSTER	<ul style="list-style-type: none"> <li>Reflects board members for current Fiscal Year</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CHILD CARE CENTER LICENSE, if applicable to funded project	<ul style="list-style-type: none"> <li>Reflects most current License</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	AUDIT from previous year (Only required for grantees participating in Medi-Cal Administrative Activities)	<ul style="list-style-type: none"> <li>Reflects most recent audit</li> </ul>

The following Exhibit D documents may not require resubmission if no changes have been made from the last submission. If changes were made, check the "Changes Made" box and submit the document(s) as part of the grant documents. If no changes were made, please check the "No Changes Made" box. Remember to sign the Certification below.

Changes Made	No Changes Made	EXHIBIT D	REVIEW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ARTICLES OF INCORPORATION	<ul style="list-style-type: none"> <li>Reflects most current Articles</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BYLAWS	<ul style="list-style-type: none"> <li>Reflect the most current Bylaws</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BOARD RESOLUTION (if applicable) Submit board resolution, if bylaws do not indicate an authorized signatory.	<ul style="list-style-type: none"> <li>Includes Resolution for Signature Authorization</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	STATE/FEDERAL IDENTIFICATION NUMBER (school districts, public entities, universities, etc.) on letterhead or W-9	<ul style="list-style-type: none"> <li>Number provided is correct</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	IRS DETERMINATION LETTER	<ul style="list-style-type: none"> <li>Name on letter matches legal name on grant documents</li> </ul>

Per our agency's bylaws and/or board resolution (if applicable), I hereby verify that I am an authorized signatory and attest that the above information is correct based on my review of the document(s) marked above.

Name: Terri Nikoletic Title: MCAH Director  
 Signature:  Date: 6.13.2012





Champions For Our Children

GRANTEE SIGNATURE AUTHORIZATION FORM

Agency Name:	City of Long Beach	Grant Number:	00667
Program Name:	Best Babies Collaborative	Grant Agreement Period:	07/01/2012 - 06/30/2013
Initiative:	Healthy Births	Cycle:	8

COMPLETE PART 1 AND PART 2 IN BLUE INK. ATTACH BOARD RESOLUTION, IF APPLICABLE, TO VERIFY SIGNATURE AUTHORIZATION.

PART 1. CERTIFICATION

CERTIFICATION: PER THE AGENCY'S BYLAWS AND THE ATTACHED BOARD RESOLUTION (IF APPLICABLE), I/WE HEREBY VERIFY THAT I AM AN AUTHORIZED AGENCY SIGNATORY/WE ARE AUTHORIZED AGENCY SIGNATORIES FOR THE AFOREMENTIONED AGENCY AND AS SUCH CAN SIGN AND/OR DELEGATE AUTHORIZATION TO SIGN AND BIND THE AGENCY AS IT RELATES TO THE ABOVE-REFERENCED PROGRAM TO THE DELEGATED AUTHORIZED SIGNATORY/SIGNATORIES LISTED ON THIS FORM.

SIGNATURE AUTHORIZATION IS PROVIDED TO AGENCY AUTHORIZED SIGNATORY:

CHECK ONE BOX BELOW:
[X] PER SECTION (INCLUDE SECTION #) OF THE AGENCY'S BYLAWS
OR
[] PER THE BOARD'S RESOLUTION (COPY ATTACHED)

AGENCY AUTHORIZED SIGNATORY: Name: Patrick H. West Title: City Manager
Signature: [Signature] Date: 7.10.12
\*AGENCY AUTHORIZED SIGNATORY: Name: EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. Title: Date:

\*If Grantee is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's bylaws or corporate resolution.

PART 2. DELEGATED AUTHORIZED SIGNATORIES

AUTHORIZED SIGNATORY: Print Name: Pamela Shaw Title: Nursing Services Officer
Signature: [Signature] Date: 6/12/12

DOCUMENT(S) Authorized to sign: [X] INVOICES [X] REPORTS [ ] GRANT AGREEMENT [ ] GRANT AMENDMENTS [X] BUDGET & BUDGET AMENDMENTS [ ] OTHER:

AUTHORIZED SIGNATORY: Print Name: Teresa Nikoletich Title: MCAH Director
Signature: [Signature] Date: 6.12.12

DOCUMENT(S) Authorized to sign: [X] INVOICES [X] REPORTS [ ] GRANT AGREEMENT [ ] GRANT AMENDMENTS [X] BUDGET & BUDGET AMENDMENTS [ ] OTHER:

AUTHORIZED SIGNATORY: Print Name: Dale Worsham Title: Financial Services Officer
Signature: [Signature] Date: 6-12-12

DOCUMENT(S) Authorized to sign: [X] INVOICES [ ] REPORTS [ ] GRANT AGREEMENT [ ] GRANT AMENDMENTS [X] BUDGET & BUDGET AMENDMENTS [ ] OTHER:

IMPORTANT NOTE: GRANT AGREEMENT & GRANT AMENDMENT INCLUDE: EXHIBIT A (STATEMENT OF WORK & SCOPE OF WORK/EVALUATION PLAN), EXHIBIT B - BUDGET FORMS, EXHIBIT D (ORIGINALLY SIGNED FORMS), GRANTEE IS RESPONSIBLE FOR SUBMITTING UPDATED FORMS TO FIRST 5 LA. DOCUMENTS SIGNED BY UNAUTHORIZED SIGNATORIES WILL NOT BE ACCEPTED.

PLEASE SUBMIT ONE (1) ORIGINAL. USE A NEW PAGE FOR ADDITIONAL AUTHORIZED SIGNATORIES. ALL ADDITIONAL PAGES MUST BE SIGNED BY THE AGENCY'S AUTHORIZED SIGNATORY OR SIGNATORIES.

7/5, 2012
ROBERT E. SHANNON, City Attorney
By: [Signature] ANGELA TANG

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

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

Project Title: Healthy Births Initiative - Best Babies Collaborative

Check YES or NO in response to the following questions. If a YES answer is checked, please fully explain the circumstances and include discussion of the potential impact on the program, if funded. As part of the grant process, the COMMISSION at its own discretion, may implement procedures to validate the responses included below. The COMMISSION reserves the right to reject all or part of the Grant Agreement if false or incorrect information is submitted by the GRANTEE.

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Is the organization currently, or within the past two (2) years, involved in litigation?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Is the director currently, or within the past two (2) years, involved in litigation related to the administration and operation of a program or organization? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Are any key staff members unable to be bonded?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Have there been unfavorable rulings by a funding source against the agency for improper management or contract compliance deficiencies?                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Has the agency or agency director ever had public or foundation funds withheld?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Has the agency ever had its non-profit status revoked or withheld?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Has the agency or agency director refused to participate in any fiscal audit requested by a government agency or funding source?                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

APPROVED AS TO FORM

7/5, 2012  
ROBERT E. SHANNON, City Attorney

By \_\_\_\_\_  
LINDA TRANG  
DEPUTY CITY ATTORNEY

EXPLANATION  
(Use additional pages, if necessary):

The City of Long Beach is a municipal corporation, and as a result is involved in hundreds of lawsuits. The Long Beach Department of Health and Human Services, as a separate entity, is not involved in any way.

Signature: \_\_\_\_\_ Assistant City Manager Date: 7.10.12

(Must be signed by an Authorized Signatory)

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

CITY OF LONG BEACH  
CERTIFICATE OF SELF-INSURANCE



**With respect to:**

(Agreement Title/Program  
and subject/location)

Contract/Grant Number 00667 between the City of Long Beach and the Los Angeles  
County Children and Families First—Proposition 10 Commission for Healthy Births  
Initiative—Best Start Communities' Welcome Baby and Select Home Visitation

City of Long Beach  
Program Coordinator

Pamela Shaw, Nursing Services Officer, Health Phone (562) 570-4208

**Between the City of Long Beach and**

**Certificate Holder:**  
(Name and Location)

Los Angeles County Children and Families First—Proposition 10 Commission, First 5  
LA, 750 N. Alameda St., Ste. 300, Los Angeles, CA 90012

Contact Person

Tina Chinakarn, Program Officer Phone (213) 482-7521

**Type of Coverage:**

Commercial general liability equivalent in scope to CG 00 01 10 93 in an amount of  
\$1,000,000 per occurrence & \$2,000,000 general aggregate; commercial automobile liability equivalent in scope to CA  
00 01 06 92 in an amount of \$1,000,000 per accident covering all owned, nonowned, & hired autos; statutory workers'  
compensation & \$1,000,000 employer's liability per accident; Claims-made professional liability with limits of \$1,000,000  
per claim and \$ 3,000,000 aggregate covering City professionals only with a 2-year extended reporting period; Form O  
Crime with \$25,000 limits naming the additional covered interest a loss payee as its interests may appear.

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner pursuant to terms of said Agreement or Program.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

**Additional Interest:** Los Angeles County Children and Families First—Proposition 10 Commission, County of Los Angeles, its Special Districts, their officials, officers, consultants, agents, and employees are additional covered interests with respect to activities of the City under the Agreement or Program per the attached endorsement.

For further information or in the event of a claim,  
contact:

Certified by:

City of Long Beach  
Attn: Risk Management  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6754  
(562) 570-5375 (fax)

Michael Alio  
Michael Alio  
Risk Manager

Coverage period: July 1, 2012 to June 30, 2013

Certificate no. 2012-035C

Date issued: June 11, 2012

CITY OF LONG BEACH  
ADDITIONAL COVERED INTEREST ENDORSEMENT  
TO CERTIFICATE NO. 2012-035C



**Additional Covered Interest:**

Los Angeles County Children and Families First—Proposition 10 Commission, County of Los Angeles, its Special Districts, their officials, officers, consultants, agents, and employees

**With Respect to (Agreement or Program):**

Contract/Grant Number 00667 between the City of Long Beach and the Los Angeles County Children and Families First—Proposition 10 Commission for Healthy Births Initiative—Best Start Communities' Welcome Baby and Select Home Visitation

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described Agreement or Program, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

A handwritten signature in cursive script that reads "Michael Alio".

Michael Alio  
Risk Manager

Coverage Period:\* 7/1/12 to 6/30/13

*\*unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2012-035E

Date issued: June 11, 2012

**CITY OF LONG BEACH**

**Department of Health  
& Human Services**

**2525 Grand Avenue, Long Beach, CA 90815**  
Phone: (562) 570-4000 Fax: (562) 570-4049

<i>City of Long Beach website</i>		<a href="http://www.longbeach.gov">www.longbeach.gov</a>
<i>Health Department website</i>		<a href="http://www.longbeach.gov/health">www.longbeach.gov/health</a>

**Health Department Key Staff**

**Ronald R. Arias, Director**

Mauro Torno, MD	Interim City Health Officer
Susan Price	Community Health Bureau
Nelson Kerr	Environmental Health Bureau
Darnisa Tyler	Housing Authority Bureau
Teresa Ayala-Castillo	Interim Preventive Health Bureau
Michael Johnson	Support Services Bureau

**Board of Health and Human Services**

Mel Marks, MD, Chair	Sewnet Mamo, DrPH, Member
Greg Perrault, DVM, Vice Chair	Jud Schoendorf, MD, Member
John Andrews, Member	Renee Simon, Member
William Barnes, Member	William Stuart, RPh, Member
Mark Davis, DDS, Member	Sabira Tejani, MD, Member
Laura Foster, RN, Member	Renee Twigg, RN, Member
Annette Kashiwabara, RN, Member	



May 2012

# Exhibit E, F, & G

Not Required At This Time

# Exhibit H

## Compliance Guidelines

# COMPLIANCE GUIDELINES



*Champions For Our Children*



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

## COMPLIANCE GUIDELINES

The goal of the Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) is to assist its Contractors, Strategic Partners, and Grantees hereafter referred to as “Contractors”, in successfully achieving and sustaining identified outcomes for children, families, and communities in Los Angeles County. As a steward of public funds, First 5 LA is also responsible for ensuring that Contractors are in compliance with applicable regulations, policies, and contractual requirements. Contractors must adhere to requirements listed in the Grant Agreements and Contracts (hereafter referred to as “Contracts”).

*Compliance* is defined as the ability of a Contractor to operate a program/project in accordance with all provisions of the Contract including the timely submission of all exhibits

The purpose of the Compliance Guidelines is to assist First 5 LA in proactively identifying issues that may impede or delay the progress of a program, project, or other deliverables. Depending on the nature of issue, First 5 LA may require verbal or written communication from the contractor for clarity or a corrective action plan to address the concern. These issue(s) will be communicated to the Contractor and addressed by both First 5 LA staff and the Contractor in a constructive and collaborative manner. Both the Commission and the Contractor have a responsibility to follow through in a timely manner to address problematic issues before they warrant further action such as, but not limited to, suspension or termination of funding.

### METHODS USED TO ASSESS PERFORMANCE

First 5 LA staff may use any of the following methods discussed below to monitor a Contractor’s performance.

#### TIMELY RECEIPT AND REVIEW OF DELIVERABLES:

Contractors are expected to submit required documents as requested by First 5 LA in a timely manner. The Contractor must provide revised or updated documents as needed throughout the course of the contract period, some of which require Commission approval.

Scopes of Work for Contractors often list the submission of products, deliverables or the provision of services within a specific timeframe. First 5 LA staff will determine the degree to which a Contractor has achieved the activities detailed in their Scope of Work or Exhibit A, and review the quality or quantity of work products or services to be provided.

#### MEETINGS AND CONFERENCE CALLS

Meetings and conference calls are often conducted to update First 5 LA staff on a Contractor’s progress or to discuss a particular issue, product or evaluation results. Some meetings may require your presence at the First 5 LA offices.

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

### COMPLIANCE GUIDELINES

#### SITE VISITS:

Site visits can be helpful in assessing if the project or program has been implemented in accordance with the Contract and its incorporated exhibits (e.g., Statement of Work, Scope of Work). During the site visits, staff may: 1) review and discuss implementation of program/project activities; 2) interview program staff and participants; 3) review supporting documentation regarding program/project functions (e.g., data collection methods, and 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 pertinent to the program/project (e.g., HIPAA compliance, IRB Compliance and Human Subjects Compliance etc.).

#### DOCUMENT REVIEW:

Document review is utilized by First 5 LA staff to analyze a Contractor's performance and compliance with First 5 LA requirements. All contract documents are subject to review.

- **Progress Reports:** Contractors are required to submit progress reports. Reporting timeframes will vary. Reports may be required monthly, quarterly or on a semi-annual basis, as directed by First 5 LA. Progress reports summarize the progress of program or project implementation and other deliverables. Additionally, reports should describe how measurable goals and objectives have been accomplished during the program/project year in accordance with the Scope of Work agreed to in the Contract.
- **Invoices:** Invoices are due according to the Payments Terms in the Contract.
- **Memorandum/s of Understanding (MOU):** MOUs are required for all collaborative partners and subcontractors receiving funding for the project associated with the Contract.
- **Insurances:** Contractors are required to provide and maintain insurance at their own expense during the entire contract term. The insurance coverage must meet First 5 LA's minimum coverage standards as required by the contract.

#### ADDITIONAL REQUIRED DOCUMENTS:

In order to maintain a Contract, Contractors are required to submit the following required documents to First 5 LA:

- Agency Involvement in Litigation and/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
- IRS Account Determination Letter (submitted by all charitable non-profit organizations) or State/Federal Identification Number (submitted by schools districts, public entities, universities, etc.)

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

### COMPLIANCE GUIDELINES

- 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)

### LEVELS OF NON-COMPLIANCE

Non-compliance is defined as: 1) failure of a Contractor to comply with the terms of their Contract; 2) failure to effectively implement and manage the First 5 LA-funded program/project or failure to submit a deliverable as described in the Scope of Work; and/or 3) failure to comply with First 5 LA policies and procedures.

The following two-level criteria has been developed to provide a uniform approach to monitoring Contractors for regulatory compliance, tracking deliverables and program/project performance. These criteria are not intended to be an all-inclusive guide. First 5 LA staff has the responsibility for placement and removal of Contractors within Level 1: Area of Concern or Level 2: Contingency Status.

First 5 LA has identified circumstances that define *Level 1: Area of Concern* and *Level 2: Contingency Status* as conditions that may warrant First 5 LA to impose sanctions if a Contractor fails to follow corrective actions within a specified timeline.

### LEVEL 1: AREA OF CONCERN STATUS

The conditions listed below are early warnings that help First 5 LA staff to identify potential issues which may affect the Contractor's ability to render effective services or meet requirements for deliverables. These conditions may indicate the need for technical assistance or may warrant the development of a Corrective Action Plan. Contractors may be placed on a *Level 1: Area of Concern* as a result of, but not limited to, any of the following conditions:

- Making programmatic, deliverable, or fiscal modifications to the approved budget and/or Scope of Work (e.g., eliminating significant components of the funded program/project/deliverable, adding or eliminating key staff positions that are critical to the program/project) without submitting proper documentation and without prior written approval from First 5 LA staff
- Failure to comply with First 5 LA's fiscal requirements as stated in the Contract (e.g., substandard/inadequate accounting procedures)
- Failure to submit required documents (e.g., reports, invoices, insurance certificates, etc.) in a timely manner (30 days after the due date)
- Expenditure of First 5 LA funds to supplant funds from other sources
- Failure to demonstrate progress toward program/project objectives or deliverables without justification (e.g., not meeting deadlines or not submitting deliverables on time, not notifying First 5 LA of delays)
- Delay in implementing the funded program/project or submitting a deliverable beyond 30 days, where contractor fails to communicate with the First 5 LA staff

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

### COMPLIANCE GUIDELINES

- Delay in initiation/completion of renovation and/or capital improvement resulting in a postponement in implementing program services
- Delay in the implementation of key evaluation activities/components (e.g., hiring an evaluator and collection and submission of participant and outcome data, etc.)
- Non-disclosure of information and/or situations (e.g., structural, financial, etc.) which may impact the program/project/deliverable
- Evidence of conflict of interest which may jeopardize the implementation and/or the funding of the program/project/deliverable

A Contractor's refusal to comply with *Level 1: Area of Concern* corrective action(s) may lead to placement on *Level 2: Contingency* and subsequently, impact current and future funding considerations with First 5 LA.

First 5 LA reserves the right to designate any of the conditions described above as Level 2 depending on the severity and/or the frequency of the situation.

#### LEVEL 2: CONTINGENCY STATUS

A Contractor may be placed on *Level 2: Contingency* if First 5 LA determines that the Contractor has failed to correct unresolved issues from *Level 1: Area of Concern*. It is important to note that some situations may warrant a Contractor being placed on *Level 2: Contingency* without first being placed on *Level 1: Area of Concern*. Conditions that may result in placement of a Contractor on *Contingency* include, but are not limited to, the following:

- Failure to comply with Corrective Actions Plan from *Level 1: Area of Concern*
- Placement on *Level 1: Area of Concern* more than twice within the year
- Continued failure to submit required documents (e.g., progress reports, invoices, etc.) in a timely manner
- Making changes to the approved Scope of Work or budget (e.g., eliminating critical components of the funded program/project/deliverable) without justification and written approval from First 5 LA
- Non-compliance with First 5 LA's accounting practices and standards
- Continued delay in implementing the First 5 LA-funded program/project or submitting a deliverable (beyond 60 days)
- Continued failure to demonstrate progress toward program/project objectives or deliverables (e.g., not meeting deadlines or not serving the projected number of clients)
- Personnel issues, including delay in hiring staff, staff turnover and/or vacancies that affect program/project implementation
- Delay in renovation and/or capital improvement resulting in a postponement in implementing the funded program/project
- Delay in implementing critical evaluation activities (e.g., hiring an evaluator, collection and submission of participant and outcome data, etc.)
- Non-disclosure of situations (structural or otherwise) which may impact the program/project/deliverable
- Non-compliance with applicable local, state, and federal laws and regulations

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

### COMPLIANCE GUIDELINES

- The integrity, reliability and credibility of the Contractor's representations, materials, or deliverables developed with First 5 LA funds is called into question
- Fabrication and/or falsification of documents
- Fraud, misuse and/or mismanagement of funds, including supplanting

First 5 LA staff may require Contractors to prepare a Corrective Action Plan that addresses issues that do not comply with the provisions of First 5 LA's Contract and program/project/deliverable requirements.

#### PROCEDURES

During the operation of the program/project, an issue may arise that requires further action. Depending on the severity of the issue, First 5 LA staff will provide the Contractor with an informal notice or formal written report regarding the identified issue(s). The Contractor may simply address the issue(s) identified or may be required to develop a formal Corrective Action Plan in partnership with First 5 LA staff. First 5 LA staff and the Contractor will discuss the specific issues and possible corrective measures. First 5 LA staff may track progress using a variety of methods, including reports, meetings, or site visits as needed.

Technical assistance can be provided when appropriate for Grantees, but a written "Corrective Action Plan" may be required when the deficiency/issue reaches a level of non-compliance. A Corrective Action Plan provides specific actions to be taken to correct the problem and includes a specific time frame for each corrective action. Sanctions may also be imposed if the Contractor continues to be out of compliance with their Contract.

If Contractor continues to be out of compliance, the Senior Program Officer, Department Director, Division Chief, and/or the Chief Executive Officer may take action with a letter requesting a meeting with the agency and First 5 LA staff. This meeting may address one or more of the following:

- Unresolved issues
- Development of a Corrective Action Plan
- Request for additional information
- Possible sanctions

#### SANCTIONS

First 5 LA has the authority to impose sanctions for a Contractor's failure to meet conditions specified in the Contract or Level 1 and/or 2 of this document. Sanctions can include, but are not limited to, the following:

- Withholding of payment and/or prohibiting Contractor from incurring additional expenses until corrective actions are taken
- Disallowing or reducing allowed 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 First 5 LA for a specified period of time starting from the effective date of termination
- Recovery of funds

These sanctions may influence future funding consideration. First 5 LA has the authority to defund, refuse to re-fund a Contractor and/or decrease a grant/contract award for failure to perform or meet compliance requirements. First 5 LA also has the right to terminate or suspend a Contractor, *without an opportunity for corrective actions*, for actions and behavior by a Contractor that put at risk the integrity of the program/project, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, health code violations or any other significant legal or regulatory violation.