

CONTRACT

33810

CITY OF LONG BEACH - DEPARTMENT
OF HEALTH AND HUMAN SERVICES

Contract No. 08882

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CONTRACT

This Contract is dated March 27, 2015 ("effective date"), and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA), whose address is 750 North Alameda Street, Suite 300, Los Angeles, California 90012 ("COMMISSION") and City of Long Beach - Department of Health and Human Services, whose address is 2525 Grand Avenue Long Beach, CA 90815 ("CONTRACTOR").

RECITALS

A. COMMISSION Objectives:

1. Vision. COMMISSION is committed to creating a future throughout Los Angeles County's 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.
2. Mission. COMMISSION will work to make significant and measurable progress towards its vision by increasing the number of children from prenatal through age five (5) who are physically and emotionally healthy, safe and ready to learn.
3. Values. COMMISSION intends to fulfill its vision and mission by shaping its efforts around five (5) core values:
 - a. Families. COMMISSION acknowledges and amplifies the voice of families so that they have the information, resources and opportunities to raise their children successfully.
 - b. Communities. COMMISSION strengthens communities by enhancing their ability to support families.
 - c. Results Focus. COMMISSION is accountable for defining results for young children and for our success in achieving them.
 - d. Learning. COMMISSION is open to new ideas and to modify its approaches based on what it learns.
 - e. Advocacy. COMMISSION uses its unique role to build public support for policies and programs that benefit children prenatal through age five (5) and their families.
4. Role of COMMISSION. COMMISSION will continue to serve the following roles:

- a. Community Partner. COMMISSION operates 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.
- b. Trendsetter and Leader. COMMISSION serves 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.
- c. Change Agent. COMMISSION serves as a change agent to help mobilize the broader community to advocate for expectant parents, young children, and their families.
- d. Convener and Facilitator. COMMISSION serves as a convener and facilitator to bring together individuals, agencies and organizations with common goals.
- e. Catalyst. COMMISSION serves as a catalyst to promote the sustainability of effective programs for young children and their families.

The parties agree as follows:

I. PERFORMANCE MATRIX

CONTRACTOR shall perform the work and achieve the milestones as more particularly described in the Performance Matrix attached as **Exhibit A**. Milestones achieved by CONTRACTOR to COMMISSION pursuant to this Contract are subject to COMMISSION's approval and final acceptance. COMMISSION may amend the Performance Matrix throughout the term of this Contract.

II. PERSONNEL

CONTRACTOR has, or will secure at its own expense, all personnel required to perform the work and achieve the milestones required under this Contract. All of the work required under this Contract shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform the work. CONTRACTOR's work performed pursuant to this Contract shall be directed by City of Long Beach - Department of Health and Human Services, and CONTRACTOR shall not assign another to direct CONTRACTOR's performance of this Contract without COMMISSION's prior written approval.

III. TIME OF PERFORMANCE

CONTRACTOR shall commence the work required under this Contract on the effective date of this Contract, as set forth in the introductory clause. CONTRACTOR shall perform the work and achieve the milestones within the timelines indicated in **Exhibit A**.

IV. TERM OF CONTRACT

The term of this Contract shall be from the effective date, as set forth in the introductory clause, through **June 30, 2016** ("expiration date"), unless sooner terminated pursuant to this Contract. COMMISSION may revise the term of this Contract prior to final execution of this Contract by all parties.

V. COMPENSATION AND METHOD OF PAYMENT

- A. Compensation. As full compensation for the work provided under this Contract, and subject to a total not-to-exceed amount of **FOUR HUNDRED THIRTEEN THOUSAND THIRTY THREE DOLLARS AND NO CENTS (\$413,033.00)**, COMMISSION shall pay CONTRACTOR per COMMISSION approved milestone achieved in accordance with amount set forth in the Budget Forms, attached as **Exhibit B**, and in accordance with the payment terms set forth in Paragraph C of this Section V. If CONTRACTOR partially achieves a milestone required under this Contract, COMMISSION, in its sole discretion, may pay a prorated portion of the fixed price for the milestone if (i) COMMISSION approves the partially achieved milestone and (ii) the partially achieved milestone is useful to COMMISSION. If CONTRACTOR exceeds its budget in the performance of the work required under this Contract, CONTRACTOR shall, at no additional cost to COMMISSION, remain solely responsible for CONTRACTOR's completion of the work and achievement of the milestone required under this Contract to COMMISSION. CONTRACTOR assumes all risk from contract or project delays. The fixed price per milestone achieved includes payment of all taxes and insurance, as well as indirect costs, overhead, materials and supplies. COMMISSION shall not withhold federal or state payroll and other taxes, or other deductions from payments made to CONTRACTOR.
- B. Additional Work. COMMISSION shall not allow any claims for additional work performed by CONTRACTOR unless the additional work is authorized by COMMISSION in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by COMMISSION shall be compensated at a rate mutually agreed to by the parties.

- C. Method of Payment. CONTRACTOR shall submit to COMMISSION quarterly invoices for completed milestones by CONTRACTOR pursuant to this Contract in accordance with the due dates and fees set forth in **Exhibits A and B** utilizing an invoice form provided to CONTRACTOR by COMMISSION. All properly completed invoices submitted by CONTRACTOR are collectively incorporated into this Contract as **Exhibit D** upon COMMISSION's receipt of each invoice. CONTRACTOR shall address invoices to COMMISSION staff per the instructions provided on the invoice form provided to CONTRACTOR from COMMISSION. The invoices shall describe in detail tasks completed and COMMISSION approved milestones achieved by CONTRACTOR during the prior period set forth in Exhibit A. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall describe and explain the error in CONTRACTOR's subsequent invoice submitted to COMMISSION. COMMISSION shall review the invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts. COMMISSION shall pay CONTRACTOR all undisputed invoice amounts within thirty (30) calendar days of COMMISSION's receipt of an invoice timely submitted. COMMISSION shall make checks payable to CONTRACTOR or the Payee, as listed in Section XXV. If CONTRACTOR fails to timely submit a properly completed invoice, COMMISSION shall process the late invoice in the subsequent month from COMMISSION's date of receipt. COMMISSION shall not be liable for payment of invoice amounts on any invoice received by the COMMISSION more than ninety (90) calendar days following the invoice due date. COMMISSION shall make final payment in accordance with the provisions of this Section V and upon CONTRACTOR's satisfactory performance of all work and achievement of milestones. In the event COMMISSION reasonably believes COMMISSION has overpaid CONTRACTOR, COMMISSION may seek a financial accounting from CONTRACTOR and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.

VI. EXPENDITURES BY CONTRACTOR

- A. CONTRACTOR shall make expenditures in the performance of this Contract in accordance with **Exhibits A and B**.
- B. COMMISSION may modify the work and milestones required under **Exhibits A and B**.
- C. CONTRACTOR shall restrict its use of payments made by COMMISSION to CONTRACTOR under Section V of this Contract to CONTRACTOR's performance of the work and milestones described in **Exhibit A**.

CONTRACTOR shall only use the payments to supplement existing levels of service and not to fund existing levels of service. In no event shall CONTRACTOR or its officials, officers, directors, employees, agents, subcontractors or assignees supplant state, county, local or other governmental general fund money with COMMISSION payments for any purpose. No COMMISSION funds shall be granted or used for any previously existing project or program funded by state or local general funds unless the existing funding has formally been terminated or the CONTRACTOR demonstrates to the COMMISSION that COMMISSION funds will be used to supplement an existing project or program, and not to supplant existing funding.

VII. RESTRICTED ACTIVITIES

- A. Funds appropriated by COMMISSION for the purpose of this Contract may not be used for the lobbying of any policymaker, local, state or federal legislative organization. While education regarding a policy issue is an eligible activity, funding may not support lobbying for specific policies or legislation.
- B. Funds appropriated by COMMISSION for the purpose of this Contract may not be used to influence voters to support or oppose any candidate, specific legislation, or ballot measure.

VIII. EXHIBITS

The following exhibits constitute a part of this Contract and are incorporated into this Contract by this reference:

- Exhibit A PERFORMANCE MATRIX
- Exhibit B BUDGET FORMS
- Exhibit C COMPLIANCE GUIDELINES

The following exhibits constitute a part of this Contract and are incorporated into this Contract upon receipt by COMMISSION from CONTRACTOR:

- Exhibit D INVOICE(S)

If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, the provisions of this Contract shall control.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall at all times remain as to COMMISSION, a wholly independent contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Contract. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officials, officers, directors, agents or employees are in any manner employees of COMMISSION. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Contract, and to indemnify and hold COMMISSION harmless from any and all taxes, assessments, penalties, and interest asserted against COMMISSION by reason of the independent contractor relationship created by this Contract. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold COMMISSION harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to CONTRACTOR under this Contract any amount due to COMMISSION from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Section IX.

X. COLLECTION AND EVALUATION OF DATA AND INFORMATION

A. If CONTRACTOR's performance of work under this Contract includes, at COMMISSION's direction, gathering data and information regarding one (1) or more of COMMISSION's funding initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process, then the following limitations shall apply to CONTRACTOR's use of the data and information in addition to any other conditions and limitations imposed by this Contract:

1. The data and information collected by CONTRACTOR, in whatever form, shall be the joint property of the parties. To facilitate this joint ownership, CONTRACTOR shall provide data to COMMISSION at time intervals determined by the parties to be appropriate for CONTRACTOR's performance of work under this Contract. COMMISSION may internally use research findings and results generated from the data and information for planning purposes prior to CONTRACTOR's publication of the findings and results. Neither COMMISSION nor CONTRACTOR shall disseminate the data and information beyond its internal staff without the other party's consent. Within thirty (30) calendar days of the expiration or

termination of this Contract, CONTRACTOR shall deliver a copy of all collected data and information to COMMISSION's Executive Director and the designated COMMISSION staff in hard copy and electronic formats.

2. The parties shall determine the timing, format and manner of the dissemination of the data and information and any report of CONTRACTOR's results, conclusions or recommendations. COMMISSION shall attribute the collection and evaluation of the data and information to CONTRACTOR upon dissemination. The parties may enter into a royalty, licensing or reimbursement agreement, as appropriate, for either party's use of the data and information. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge COMMISSION's participation and funding pursuant to Section XII and shall provide COMMISSION with two (2) copies of the published material.]
3. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of the data and information.
4. To the extent permitted by state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which was enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L. 111-5), CONTRACTOR shall provide COMMISSION with all collected raw data and information, including individual identifiers, and, upon COMMISSION's request, permit COMMISSION to review collected raw data and information at CONTRACTOR's address specified in Section XXV of this Contract.
5. CONTRACTOR shall comply with all applicable state and federal laws governing the gathering, use and protection of personal data and information, including the HIPAA Administrative Simplification Regulations and HITECH Act. Any health care provider, health plan or health care clearinghouse that transmits health information in an electronic manner is considered a Covered Entity under HIPAA. If CONTRACTOR is legally considered a Covered Entity and/or if CONTRACTOR conducts business with Covered Entities, CONTRACTOR shall comply with HIPAA, the HIPAA Administrative Simplification Regulations and the HITECH Act.

6. If applicable, CONTRACTOR shall gather data and information in compliance with the requirements of HIPAA and Institutional Review Boards ("IRBs"), including obtaining informed consents. CONTRACTOR shall disclose in all informed consent forms used in the performance of this Contract that CONTRACTOR, to the extent permitted by state and federal law, will share data and information gathered pursuant to this Contract with COMMISSION.

XI. PROPRIETARY RIGHTS

COMMISSION and CONTRACTOR agree that any copyright in literary, artistic and intellectual works, including software, materials, published documents or reports created by CONTRACTOR in the performance of this Contract is jointly owned by the parties. CONTRACTOR represents and warrants that literary, artistic and intellectual works created by CONTRACTOR in the performance of this Contract do not and will not infringe any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party. To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless Indemnitees, as defined in Section XVII, from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith, whether actual, alleged or threatened, arising out of, pertaining to, or relating to the literary, artistic and intellectual works' infringement of any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party. Any licensing or transfer of the copyright of such works shall not be effective without the mutual consent of the parties.

XII. FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS

- A. CONTRACTOR shall indicate prominently in every press release, public statement, electronic media, project signage or printed materials, including brochures, newsletters and reports, related to the programs and work conducted by CONTRACTOR pursuant to this Contract, that the programs and work are funded by COMMISSION. CONTRACTOR shall ensure that the COMMISSION funding attribution in promotional materials, activities and publications developed in support of the program and work conducted by CONTRACTOR pursuant to this Contract conform to the formatting requirements outlined in COMMISSION's Style Guide, including the appropriate display of COMMISSION's logo and a funding attribution statement. In all documents to be created and distributed by CONTRACTOR pursuant to this Contract, CONTRACTOR shall include, in a prominent location that conforms to the COMMISSION's Style Guide, the COMMISSION's logo and the statement "Funded in partnership with First 5 LA" and shall provide COMMISSION staff with material for review

and approval prior to distribution (either as a print publication or via digital distribution).

- B. If applicable to the performance of this Contract, CONTRACTOR shall also prominently display all COMMISSION supplied promotional materials, such as educational posters, banners, brochures and fliers at project and program sites.

XIII. OWNERSHIP OF PERSONAL PROPERTY

All personal property purchased with compensation provided to CONTRACTOR from COMMISSION under this Contract shall become COMMISSION's property upon the expiration or termination of this Contract, unless otherwise agreed to by COMMISSION. COMMISSION shall exercise its option to retain items of tangible personal property within thirty (30) calendar days immediately preceding or following the expiration or termination of this Contract.

XIV. CONFLICT OF INTEREST

CONTRACTOR and its officials, officers, directors, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this Contract, including, but not limited to, the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Contract, CONTRACTOR may perform similar work not related to COMMISSION for other clients, but CONTRACTOR and its officials, officers, directors, employees, associates and subcontractors shall not provide evaluation, advice or technical assistance regarding the project or initiative that is the subject of this Contract to any COMMISSION grantee, collaborator, partner or contractor with whom CONTRACTOR, or its officials, officers, directors employees, associates and subcontractors, has a prior or existing business relationship without the prior written approval of COMMISSION's Executive Director or the Executive Director's designee. CONTRACTOR and its officials, officers, directors, employees, associates and subcontractors shall not accept work, income, compensation, employment or gifts, whether actual or promised, from another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officials, officers, directors, employees, associates or subcontractors to abstain from making, participating in or attempting to influence a governmental decision under this Contract pursuant to a conflict of interest statute. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from COMMISSION during the term of this Contract and shall not use such information for personal or commercial gain outside of the scope of this Contract. The term "confidential information" shall mean any and all information that is disclosed by COMMISSION to CONTRACTOR verbally, electronically, visually or in a written or other tangible

form that is either identified or should be reasonably understood to be confidential or proprietary. CONTRACTOR shall not subsequently solicit or accept employment or compensation under any program, grant or service from COMMISSION that results from or arises out of the CENTRAL LONG BEACH LEARNING BY DOING PROJECT without the prior written consent of COMMISSION's Executive Director or the Executive Director's designee.

XV. INFORMATION TECHNOLOGY REQUIREMENTS

- A. If applicable to the performance of work or the provision of deliverables under this Contract, CONTRACTOR shall coordinate with COMMISSION's Information Technology ("IT") Department regarding the design, development, structure and implementation of IT components required under this Contract, including databases, documents and spreadsheets, and apply, as appropriate, the following IT specifications:
1. Hardware and software compatibility with industry hardware, software and security standards to allow adequate compatibility with COMMISSION's infrastructure.
 2. Open Data Base Connectivity ("ODBC") compliant for data collection and dissemination purposes.
 3. Ability to collect information at the client-level, as necessary.
 4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
 5. Ability to export to and import the data collected.
- B. CONTRACTOR shall timely notify COMMISSION of any major problem with CONTRACTOR's hardware or software that may impact CONTRACTOR's performance of work or provision of deliverables under this Contract.

XVI. INSURANCE

- A. CONTRACTOR, at its own expense, shall obtain and maintain at all times during the term of this Contract the following policies of insurance with the minimum limits indicated below, unless otherwise approved in writing by COMMISSION's Executive Director or the Executive Director's designee:
1. Commercial General Liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) General Aggregate. Coverage shall be at least as

broad as Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.

2. Business Auto Liability coverage on ISO Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01. For vehicles funded by this Contract that COMMISSION has an ownership interest in, automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of one thousand dollars (\$1,000) per accident and COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.
3. Workers' Compensation Insurance as required by the State of California and with minimum statutory limits and Employers' Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident and per employee and in the Aggregate for disease.
4. When the law establishes a professional standard of care for CONTRACTOR's work or if the work or a portion of the work performed by the CONTRACTOR involves the use of professional knowledge, Professional Liability coverage with a minimum limit of one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) in annual Aggregate. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Contract or the beginning of CONTRACTOR's performance of work under this Contract. CONTRACTOR shall maintain the insurance for three (3) years after the completion of CONTRACTOR's work under this Contract and if the coverage is cancelled or non-renewed and not placed with another claims-made policy with a retroactive date prior to the effective date of this Contract or the beginning of CONTRACTOR's performance of work under this Contract, CONTRACTOR must purchase extended reporting coverage for a minimum of three (3) years after the completion of CONTRACTOR's work under this Contract.
5. If COMMISSION has insurable interest under this Contract and equipment purchased is valued at five thousand dollars (\$5,000) or more, Property coverage on real and personal property on a

replacement cost basis, written on a Special Form Causes of Loss and with a maximum deductible of one thousand dollars (\$1,000) per occurrence.

- B. The policies of insurance required under this Section XVI shall be issued by insurers authorized to do business in the State of California, with a minimum A.M. Best's Insurance rating of A:VIII, unless otherwise approved in writing by COMMISSION's Executive Director or the Executive Director's designee.
- C. All insurance coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy of insurance.
- D. The following endorsements are required by the COMMISSION:
 - 1. The Commercial General Liability and Business Auto Liability policies are to contain or be endorsed to contain the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees as additional insureds with respect to liability and defense of claims arising out of work or operations performed by or on behalf of CONTRACTOR. A Blanket Additional Insured endorsement indicating Additional Insured status "as required by written contract or agreement" is acceptable.
 - 2. The Commercial General Liability and Business Auto Liability policies shall be or endorsed to be primary and non-contributing as respects the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees.
 - 3. COMMISSION shall be named as Loss Payee under the Property coverage policy, as COMMISSION's interest may appear.
 - 4. No policies of insurance provided to comply with this Section XVI shall prohibit CONTRACTOR, or CONTRACTOR's employees or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR waives any right of subrogation that CONTRACTOR or CONTRACTOR's insurer may acquire against COMMISSION. CONTRACTOR shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy as required by Paragraph A of this Section XVI shall include a waiver of subrogation endorsement as

required in this Paragraph D.4. CONTRACTOR's failure to provide COMMISSION with a waiver of subrogation endorsement from CONTRACTOR's insurer(s) shall not relieve CONTRACTOR of its obligations under this Paragraph D.4.

- E. Should the policies of insurance required under this Section XVI be suspended, voided, modified, terminated or non-renewed, CONTRACTOR will provide thirty (30) days' prior written notice to COMMISSION, excepting only for non-payment of premium, in which case CONTRACTOR shall provide ten (10) days' written notice to COMMISSION. If the policies of insurance required under this Section XVI are suspended, voided, modified, terminated or non-renewed, CONTRACTOR shall, within two (2) business days of notice from the insurer(s), notify COMMISSION by phone, fax or certified mail, return receipt requested of the suspension, voiding, modification, termination or non-renewal of the policies.
- F. The requirements of specific coverage features or limits contained in this Section XVI 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.
- G. The requirements of this Section XVI shall supersede all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs this Section XVI.
- H. All insurance coverage and limits provided by CONTRACTOR and available and applicable to this Contract shall apply to the fullest extent of the policies. Nothing in this Contract shall be interpreted as limiting the application of insurance coverage as required under this Section XVI.
- I. CONTRACTOR or CONTRACTOR's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION at the address set forth in Section XXV prior to CONTRACTOR's performance of work under this Contract. Any actual or alleged failure on the part of COMMISSION or any other additional insured under these requirements to obtain evidence of insurance required under this Contract in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.

- J. Renewal Certificates shall be provided not less than ten (10) calendar days prior to CONTRACTOR's policy expiration dates. COMMISSION, at any time, may request and obtain from CONTRACTOR complete, certified copies of any insurance policies required of CONTRACTOR under this Section XVI.
- K. CONTRACTOR may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section XVI subject to the approval of COMMISSION's Executive Director or the Executive Director's designee. Copies of CONTRACTOR's audited financial statements to support any self-insurance or other financial documents may be required by COMMISSION. CONTRACTOR shall submit to COMMISSION a copy of the self-insured certificate and evidence of the authorized third-party administrator of the self-insured program.
- L. CONTRACTOR shall require all subcontractors performing work under this Contract to comply with all insurance requirements set forth in this Section XVI. CONTRACTOR shall obtain certificates or other evidence of insurance and copies of all required endorsements from all subcontractors, and CONTRACTOR assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Section XVI.
- M. CONTRACTOR's failure to maintain the policies of insurance required under this Section XVI shall constitute a breach of this Contract for which COMMISSION may withhold final payment to CONTRACTOR until such time as CONTRACTOR complies with the insurance requirements contained in this Section XVI, terminate this Contract pursuant to Paragraph C of Section XXII of this Contract or secure alternate insurance at CONTRACTOR's expense.

XVII. INDEMNIFICATION

- A. Indemnity for Professional Liability. When the law establishes a professional standard of care for CONTRACTOR's work or if the work or a portion of the work performed by CONTRACTOR involves the use of professional knowledge, and to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its officials, officers, directors, employees, servants, designated volunteers and agents serving as independent contractors in the role of COMMISSION officials (collectively "Indemnitees"), from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other

professionals, and all costs associated therewith (collectively, "damages"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to any negligent or wrongful act, error or omission of CONTRACTOR, its officials, officers, directors, agents, employees, subcontractors, or any entity or individual that CONTRACTOR bears legal liability thereof, in the performance of professional services under this Contract. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such damages with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

- B. Indemnity for Other than Professional Liability. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless Indemnitees from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to CONTRACTOR's performance of this Contract, including the Indemnitee's active or passive negligence, except for claims arising from the sole negligence, recklessness or willful misconduct of Indemnitees, as determined by final arbitration or court decision. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.
- C. Survival. The terms of this Section XVII shall survive the expiration or termination of this Contract.

XVIII. ACCOUNTABILITY

- A. It is COMMISSION's intent to contract with responsible entities. CONTRACTOR shall notify COMMISSION if CONTRACTOR is debarred, suspended, proposed for debarment, or declared ineligible by any federal, state or local funding agency. CONTRACTOR shall notify COMMISSION if CONTRACTOR's license or certification, as applicable, has been revoked or suspended. CONTRACTOR shall notify COMMISSION within the (10) business days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments, termination or revocation of license or certificate.
- B. CONTRACTOR shall perform the work and achieve the milestones required under this Contract under the direction of COMMISSION's Executive Director and the designated COMMISSION staff.

COMMISSION's Executive Director or the designated COMMISSION staff shall ensure that CONTRACTOR performs the work and achieves the milestones in compliance with the terms and timelines set forth in **Exhibit A** in accordance with the procedures set forth in **Exhibit C**. CONTRACTOR shall copy all written communications related to the performance of work under this Contract to the designated COMMISSION staff. CONTRACTOR shall update the designated COMMISSION staff concerning the performance of work under this Contract, including, achieving the required milestones. If CONTRACTOR fails to achieve a milestone by the due date set forth in **Exhibit A**, CONTRACTOR shall notify the designated COMMISSION staff of CONTRACTOR's failure within thirty (30) calendar days after the due date, at which point the COMMISSION may modify **Exhibit A**, request from CONTRACTOR a written plan detailing the corrective action steps CONTRACTOR proposes to take to achieve the performance objective and the time period required for reporting and compliance ("Corrective Action Plan"), place CONTRACTOR in non-compliant status pursuant to the Compliance Guidelines or terminate this Contract pursuant to Paragraph C of Section XXII of this Contract for breach of this Contract. Corrective Action Plans are subject to COMMISSION's approval. If CONTRACTOR fails to comply with an approved Corrective Action Plan, COMMISSION may place CONTRACTOR in non-compliant status in accordance with the Compliance Guidelines, attached as **Exhibit C**. COMMISSION, at its sole discretion, may also place the CONTRACTOR into non-compliant status without a Corrective Action Plan.

- C. If applicable, COMMISSION shall make relevant, non-confidential and non-privileged information available and accessible to CONTRACTOR to assist in CONTRACTOR's successful completion of the work and milestones required under this Contract.
- D. CONTRACTOR shall provide any deliverables required under **Exhibit A** to the designated COMMISSION staff within and by the timelines required under **Exhibit A** and with the highest degree of quality and service to COMMISSION.
- E. CONTRACTOR shall conduct itself and its performance of work under this Contract in an ethical manner, with high integrity and with respect for the individuals involved in the performance of this Contract.
- F. COMMISSION, in its sole discretion, may conduct internal evaluations and reviews of CONTRACTOR's performance of work under this Contract. CONTRACTOR shall comply with COMMISSION's inquiries and requests arising out of the evaluations. The evaluation(s) shall include, but are not limited to, contract compliance and the effectiveness of CONTRACTOR's

performance of the work and provision of deliverables required under **Exhibit A** and this Contract. COMMISSION may modify this Contract based on the results of the COMMISSION's evaluation(s) and review(s).

- G. If applicable to the performance of work under this Contract, CONTRACTOR shall comply with California Public Contract Code Section 3410, which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.
- H. If applicable to the performance of work under this Contract, CONTRACTOR shall comply with California Public Contract Code Section 22150, which requires the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.
- I. CONTRACTOR shall provide COMMISSION with timely notification of any major changes to CONTRACTOR's financial system, primary funding sources or overall organization funding that may negatively impact CONTRACTOR's ability to perform the work required under this Contract.

XIX. INTERPRETATION AND JURISDICTION

This Contract, and any dispute arising from the relationship between the parties to this Contract, shall be governed by California law. Any dispute that arises under or relates to this Contract (whether contract, tort or both) shall be resolved in a state court in Los Angeles County, California.

XX. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all applicable local, state and federal laws, regulations and ordinances, and licensing and accrediting authorities, in the performance of this Contract, including standards of professional ethics governing the use of assessment tools and standards governing the provision of services via the Internet and telephone and the dissemination of information and educational materials. CONTRACTOR's failure to comply with such laws, ordinances, codes, regulations and authorities shall be deemed a material breach of this Contract.

XXI. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

- A. COMMISSION'S payment obligations pursuant to this Contract are payable solely from funds appropriated by COMMISSION for the purpose of this Contract. CONTRACTOR shall have no recourse to any other funds

allocated to or by COMMISSION. CONTRACTOR acknowledges that the funding for this Contract is limited to the term of the Contract only, with no future funding promised or guaranteed.

- B. COMMISSION and CONTRACTOR expressly agree that full funding for this Contract over the term of this Contract is contingent on the continued collection of tax revenues pursuant to Proposition 10 and the continued allocation of Los Angeles County's share of those revenues to COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating COMMISSION's receipt of Proposition 10 tax revenues, or any other unexpected material decline in COMMISSION's revenues, COMMISSION may reduce or eliminate funding for this Contract at a level that is generally proportionate to the elimination or reduction in the COMMISSION's receipt of Proposition 10 tax revenues.

XXII. TERMINATION OF WORK

- A. Termination without Cause. Either party may terminate this Contract by giving written notice to the other party at least thirty (30) calendar days before the termination is to be effective. COMMISSION shall compensate CONTRACTOR for work and milestones satisfactorily achieved to the effective date of termination. Neither party shall have any other claim against the other party by reason of such termination.
- B. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Contract, COMMISSION shall not be obligated for CONTRACTOR's performance under this Contract or by any provision of this Contract during any of COMMISSION's future fiscal years unless and until COMMISSION appropriates funds for this Contract in the COMMISSION's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COMMISSION shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.
- C. Termination for Cause. Either party may terminate this Contract for cause, effective immediately, by giving written notice to the other party. For purposes of this Contract "cause" includes CONTRACTOR's failure to perform the work or achieve the milestones described in **Exhibit A** or a party's material breach of any provision of this Contract. COMMISSION shall compensate CONTRACTOR for work and milestones satisfactorily achieved to the effective date of termination. Neither party shall have any other claim against the other party by reason of such termination.

XXIII. ATTORNEY FEES

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Contract, the prevailing party shall be awarded reasonable attorney fees, together with any costs or expenses, to resolve the dispute and to enforce the final judgment.

XXIV. RECORDS AND AUDITS

- A. CONTRACTOR shall maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired pursuant to this Contract. The records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.
- B. CONTRACTOR shall maintain notes, business records, and working papers (collectively "records") on file during the term of this Contract and for a period of not less than four (4) years following the expiration or termination of this Contract. COMMISSION may, at any time during CONTRACTOR's business hours, and upon reasonable notice to CONTRACTOR, (i) conduct site visits to evaluate, audit, inspect and monitor CONTRACTOR's facilities, program operations and the records maintained in connection with this Contract or (ii) audit and examine the records and require supporting documentation, such as employee timesheets and invoices, to substantiate CONTRACTOR's invoices. COMMISSION may, upon seven (7) days' advance written notice to CONTRACTOR, inspect and copy the records. The terms of this Section XXIV shall survive the expiration or termination of this Contract for four (4) years.

XXV. NOTICES

- A. Notices. Except as otherwise required of CONTRACTOR by COMMISSION, all notices, consents, requests, demands, reports, invoices or other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission is sent by facsimile, (4) three business days following deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below, or to such other addresses as the parties may, from time to time, designate in writing or (5) on the first business day after transmission is

sent by email, if permitted by the designated COMMISSION staff. E-mails shall be confirmed in hard copy by either United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To CONTRACTOR:

Pamela Shaw	562-570-4208	pamela.shaw@longbeach.gov
Primary Contact Person	Telephone	E-mail
JoAnn Smith	562-270-4098	joann.smith@longbeach.gov
Fiscal Contact Person	Telephone	E-mail
City of Long Beach		
CONTRACTOR Name		
City of Long Beach - Department of Health and Human Services		
Name of Payee (if different from above)		
333 West Ocean Blvd, Long Beach, CA 90802		
CONTRACTOR Address		
2525 Grand Avenue, Support Services Room 280, Long Beach, CA 90815		
CONTRACTOR Address for Payment (if different from above)		

To COMMISSION:

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

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

XXVI. WORD USAGE

Unless the context clearly requires otherwise, (a) the words "shall" or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.

XXVII. MODIFICATION OF CONTRACT

This Contract may be supplemented, amended or modified only by a writing signed by both parties. No oral conversation, promise or representation by or between any officer or employee of the parties shall modify any of the terms or

conditions of this Contract. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Contract, including its Exhibits, by virtue of COMMISSION's review and approval of, or failure to object to, contracts or other business transactions entered into by CONTRACTOR.

XXVIII. ASSIGNMENT AND DELEGATION

CONTRACTOR may not assign any of its rights or delegate any of its duties under this Contract without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. If COMMISSION consents to CONTRACTOR's subcontracting of all or a portion of this Contract, CONTRACTOR shall submit to COMMISSION all proposed subcontractors and/or a copy of the subcontract or memorandum of understanding between CONTRACTOR and the subcontractor if required by the designated COMMISSION staff for COMMISSION's prior review and approval. CONTRACTOR shall provide copies of executed subcontracts if requested by the designated COMMISSION staff. Despite COMMISSION's consent, COMMISSION shall not be liable for the actions of the subcontractors and no assignment or delegation will release CONTRACTOR from any of its obligations or alter any of its primary obligations to be performed under this Contract. Any attempted assignment or delegation in violation of this provision is void and will entitle COMMISSION to terminate this Contract. As used in this Section XXVIII, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, subcontract or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Contract to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs or any change in CONTRACTOR's corporate structure, governing body or management.

XXIX. WAIVER

No delay or omission to exercise any right, power or remedy accruing to COMMISSION under this Contract shall impair any right, power or remedy of COMMISSION, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure or a condition or any right or remedy under this Contract shall be (1) effective unless it is in writing and signed by the party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of condition or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

XXX. ENTIRE AGREEMENT

This Contract and all exhibits referred to in this Contract constitute the final, complete and exclusive statement of the terms of the agreement between the parties and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to

enter into this Contract by, nor is any party relying on, any representation or warranty except those expressly set forth in this Contract.

XXXI. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

XXXII. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Contract.

XXXIII. HEADINGS

The headings in this Contract are included solely for convenience or reference and shall not affect the interpretation of any provision of this Contract or any of the rights or obligations of the parties of this Contract.

XXXIV. SEVERABILITY

If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

XXXV. SIGNATURES

The parties, through their respective duly authorized signatories, are signing this Contract on the date stated in the introductory clause.

[SIGNATURES PAGE FOLLOWS]


COMMISSION

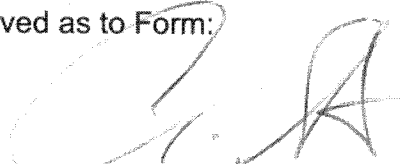
Los Angeles County Children and Families
First Proposition 10 Commission,
aka First 5 LA

CONTRACTOR

City of Long Beach - Department of Health
and Human Services

By: 
Name: Kim Belshé
Title: Executive Director

By:  Assistant City Manager
Name: Patrick H. West EXECUTED PURSUANT
Title: City Manager TO SECTION 301 OF
[If a corporation: Board Chairman, THE CITY CHARTER,
President or VP]

Approved as to Form:
By: 
Name: Craig A. Steele
Title: Legal Counsel

By: _____
Name: _____
Title: _____
[If a corporation: Secretary, Asst.
Secretary, CFO or Asst.
Treasurer]

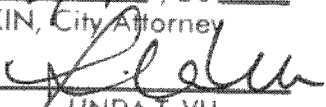
APPROVED AS TO FORM
3/24, 2015
CHARLES PARKIN, City Attorney
By: 
LINDA T. VU
DEPUTY CITY ATTORNEY



EXHIBIT A – Performance Matrix

Contract Number: **08882** Contract Period: **March 27, 2015 – June 30, 2016**
 Agency Name: **City of Long Beach** Revision Date:
 Project Name: **Central Long Beach Learning by Doing**
 Project Length: **15 months**

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

The Contractor will implement the projects identified by the Partnership outlined below and will provide regular updates to Community Partnership in person and/or by writing. The Contractor will work with the Best Start Central Long Beach Partnership to garner the Community Partnership's input, direction and feedback throughout the scope of the project. Additionally, the contractor will provide regular progress reports including evaluation data as projects are completed to help inform Community Partnership decisions. Lastly, the Contractor will work directly with First 5 LA and the Best Start Central Long Beach Learning Team to plan, coordinate and monitor performance through the length of the contract.

Performance Objectives	Milestones	Due Date <i>Date objective/miles to be completed</i>	Acceptable Quality / Quantity	Deliverables
Strategy 1, Activity 1- Community Wide Early Learning Workshops for Parents of Children 0-3	1.a Contractor will work in partnership with the Community Partnership to develop a curriculum for review and approval by First 5 LA	05/31/2015	Approved curriculum from First 5LA	Sample Curriculum
	1.b Complete 1st Communitywide Early Learning Workshop for parents of children 0-3	12/31/2015	Completion of first Communitywide Early Learning Workshop	Workshop Agenda, Sign-in Sheet
	1.c Complete 2nd Communitywide Early Learning Workshop for parents of children 0-3	06/30/2016	Completion of second Communitywide Early Learning Workshop	Workshop Agenda, Sign-in Sheet

EXHIBIT A – Performance Matrix

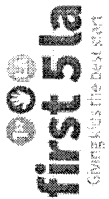
Strategy 1, Activity 2- Parent Leadership Institute	2.a Contractor will work in partnership with the Community Partnership to develop a curriculum for tier 1 and tier 2 trainings for review and approval by First 5 LA		04/30/2015	Approved curriculum from First 5 LA	Sample Curriculum		
	2.b Complete 1st Tier 1 Parent Leadership Training		6/30/2015	Completion of 1st Tier 1 Parent Leadership Training	Agenda, Sign-in Sheet		
	2.c Complete 2nd Tier 1 Parent Leadership Training		12/31/2015	Completion of 2nd Tier 1 Parent Leadership Training	Agenda, Sign-in Sheet		
	2.d Complete Tier 2 Parent Leadership Training		06/30/2016	Completion of Tier 2 Parent Leadership Training	Agenda, Sign-in Sheet		
Strategy 2, Activity 3- Full Collaborative Meetings	3.a Retreats for both the Long Beach Home Visitation Collaborative and Long Beach Child Abuse and Neglect Network are completed		05/31/2015	Completion of both retreats for LBCANN and HVC collaboratives	Retreat Agendas, Sign-in Sheets		
	3.b Quarter 4: Monthly HVC and LBCANN collaborative meetings (April, May, June 2015)		6/30/2015	Monthly collaborative meetings for Quarter 4 completed	Meeting Agendas, Sign-in Sheets		
	3.c Quarter 1: Monthly HVC and LBCANN collaborative meetings (July, August, September 2015)		09/30/2015	Monthly collaborative meetings for Quarter 1 completed	Meeting Agendas, Sign-in Sheets		
	3.d Quarter 2: Monthly HVC and LBCANN collaborative meetings (October, November, December 2015)		12/31/2015	Monthly collaborative meetings for Quarter 2 completed	Meeting Agendas, Sign-in Sheets		
	3.e Quarter 3: Monthly HVC and LBCANN collaborative meetings (January, February, March 2016)		03/30/2016	Monthly collaborative meetings for Quarter 3 completed	Meeting Agendas, Sign-in Sheets		
	3.f Quarter 4: Monthly HVC and LBCANN collaborative meetings (April, May, June 2016)		06/30/2016	Monthly collaborative meetings for Quarter 4 completed	Meeting Agenda, Sign-in Sheets		
Strategy 2, Activity 4- Child Abuse Prevention Public Education Campaign	4.a Adhoc Committee formed out of Long Beach Child Abuse and Neglect Network		06/30/2015	Committee formed	Committee Names		
	4.b Campaign focus is selected by Collaborative		09/30/2015	Campaign Plan is submitted to First 5 LA Program Officer	Campaign Plan, Meeting Agendas, Sign-in Sheets		

EXHIBIT A – Performance Matrix

	4.c Visuals and Graphics are finalized, media plan is finalized	03/31/2016	Visual and Graphic samples, media plan are submitted to First 5 LA Program Officer for approval	Sample Visuals, Meeting Agendas, Sign-in Sheets
	4.d Implement local campaign	06/30/2016	Final versions of Visual and Graphics and details of media plan implementation	Final Media Plan, Meeting Agendas, Signin Sheets
	5.a Steering Committee formed	05/31/2015	List of members to be submitted to First 5 LA Program Officer	Steering Committee List
Strategy 2, Activity 5- Police Department Convenings.	5.b 1st Police Department convening is completed	10/31/2015	1st Police Department convening completed	Agenda, Sign-in Sheet
	5.c 2nd Police Department convening is completed	02/28/2016	2nd Police Department convening completed	Agenda, Sign-in Sheet
	5.d 3rd Police Department convening is completed	06/30/2016	3rd Police Department convening completed	Agenda, Sign-in Sheet
	6.a Adhoc committee is formed out of the Home Visitation Collaborative	05/31/2015	Adhoc committee formed	Committee List
Strategy 2, Activity 6- Home Visitation Learning Communities	6.b 1st Home Visitation Learning Community	10/31/2015	1st Home Visitation Learning Community completed	Agenda, Sign-in Sheet
	6.c 2nd Home Visitation Learning Community	02/28/2016	2nd Home Visitation Learning Community completed	Agenda, Sign-in Sheet
	6.d 3rd Home Visitation Learning Community	06/30/2016	3rd Home Visitation Learning Community completed	Agenda, Sign-in Sheet
Activity 8 – Evaluation	8.a Complete Evaluation Plan with Partnership to monitor Performance Measures	05/31/2015	Data collection and evaluation components for each activity submitted to First 5 LA	Evaluation Plan, Meeting Agenda where Plan was vetted with Partnership
	8.b Quarter 4 Evaluation Report (April, May, June 2015)	07/31/2015	Report submitted to First 5 LA Program Officer	Quarterly Report, Meeting Agenda
	8.c Quarter 1 Evaluation Report (July, August, September 2015)	10/31/2015	Report submitted to First 5 LA Program Officer	Quarterly Report, Meeting Agenda

EXHIBIT A – Performance Matrix

	8.d Quarter 2 Evaluation Report (October, November, December 2015)	01/31/2016	Report submitted to First 5 LA Program Officer	Quarterly Report, Meeting Agenda
	8.e Quarter 3 Evaluation Report (January, February, March 2016)	04/30/2016	Report submitted to First 5 LA Program Officer	Quarterly Report, Meeting Agenda
	8.f Quarter 4/Final Evaluation Report (April, May, June 2016)	07/31/2016	Final Report submitted to First 5 LA Program Officer	Final Report, Meeting Agenda



Contract #: 08882

Agreement Period: March 01, 2015 - June 30, 2016

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Exhibit B - Fixed Fee for Services Budget

Contractor Name: Long Beach Department of Health and Human Services

Project Name: Central Long Beach Learning by Doing

Activity	Milestones (Milestones from Performance Matrix)	Fee (Total fee should be the sum of payment for each milestone including personnel fees)
1a	Curriculum for Communitywide Early Learning Workshops	5,197.00
1b	1st Communitywide Early Learning Workshop for parents of children 0-3	14,197.00
1c	2nd Communitywide Early Learning Workshop for parents of children 0-3	14,198.00
2a	Curriculum for Tier 1 Parent Leadership trainings	5,148.00
2b	Tier 1: 1st Parent Leadership Training	22,958.00
2c	Tier 1: 2nd Parent Leadership Training	21,173.00
2d	Tier 2: Parent Leadership Training	21,229.00
3a	Retreats for both the Long Beach Home Visitation Collaborative and Long Beach Child Abuse and Neglect Network	29,555.00
3b	Monthly HVC and LBCANN meetings (Quarter 4: April, May, June 2015)	7,874.00
3c	Monthly HVC and LBCANN meetings (Quarter 1: July, August, September 2015)	7,874.00
3d	Monthly HVC and LBCANN meetings (Quarter 2: October, November, December 2015)	7,874.00
3e	Monthly HVC and LBCANN meetings (Quarter 3: January, February, March 2016)	7,874.00
3f	Monthly HVC and LBCANN meetings (Quarter 4: April, May, June 2016)	7,874.00
4a	Ad-hoc Committee formed out of Long Beach Child Abuse and Neglect Network	7,875.00
4b	Campaign focus selected by Collaborative	11,257.00
4c	Final Visuals and Graphics; Final media plan	11,797.00
4d	Campaign Initiated	34,083.00
5a	Steering Committee formed	5,083.00
5b	1st Police Department convening	17,293.00
5c	2nd Police Department convening	9,428.00
5d	3rd Police Department convening	9,429.00
6a	Ad-hoc committee formed out of the Home Visitation Collaborative	9,429.00
6b	1st Home Visitation Learning Community	8,261.00
6c	2nd Home Visitation Learning Community	16,556.00
6d	3rd Home Visitation Learning Community	16,556.00
7a	Assessment of Home Visitation Providers	16,556.00
7b	Service Provider Training 1	16,556.00
7c	Service Provider Training 2	12,754.00
7d	Service Provider Training 3	12,754.00
7e	Service Provider Training 4	12,754.00
8a	Evaluation Plan	12,754.00
8b	Quarter 4 Report (April, May, June 2015)	-
8c	Quarter 1 Report (July, August, September 2015)	7,588.00
8d	Quarter 2 Report (October, November, December 2015)	1,495.00
8e	Quarter 3 Report (January, February, March 2016)	4,265.00
8f	Quarter 4 Report (April, May, June 2016)	3,157.00
	TOTAL COST	\$ 413,033.00

1-28-15
1/28/15
Date

Adam Smith
Fiscal Contact Person
Agency Authorized Signature
561-570-4208
Phone #

First 5 LA Authorized Staff
Best Start Communities
Finance

Additional supporting documents may be requested

COMPLIANCE GUIDELINES



Los Angeles County Children and Families First – Proposition 10 Commission

COMPLIANCE GUIDELINES

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

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

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

I. METHODS USED TO ASSESS CONTRACTOR’S COMPLIANCE

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

A. Review of Required Documents

Contractor shall submit required documents, including those requiring signatures and those listed in Section I.G. below, as requested by Commission, in a timely manner. Contractor shall provide revised or updated documents according to the Commission’s specifications, if any, and as needed throughout the course of the Contract period, some of which may require Commission’s approval.

B. Review of Completed Products and Deliverables and Provision of Services

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

C. Meetings and Conference Calls

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

COMPLIANCE GUIDELINES

D. Site visits

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

E. Emails and Other Written Communications

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

F. Corrective Action Plan

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

G. Document Review

1. *Contract Exhibits and Required Documents*

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

- **Progress Reports:** Some Contracts require contractors to submit progress reports. Reporting timeframes vary. Contracts may require the submission of reports on a monthly, quarterly or semi-annual basis, as directed by Commission. Progress reports shall summarize Contractor’s progress in the implementation of a program or project, or the submission of deliverables. Additionally, reports shall describe how measurable goals and objectives have been accomplished during the program or project year in accordance with the Contract’s Performance Matrix/Scope of Work. If required under a Contract, Contractor shall submit progress reports to Commission on the due dates set forth in the Performance Matrix/Scope of Work.

COMPLIANCE GUIDELINES

- **Invoices:** Contractor shall submit invoices to Commission no later than the last business day of each month, unless otherwise provided in the Contract or approved in writing by Commission.
- **Subcontracts or other legally binding forms of agreements:** If Commission consents to Contractor's use of subcontractor(s), Contractor shall submit required documents to Commission in accordance with the Contract's requirements if required by the designated Commission staff.
- **Insurance:** Contractor shall provide proof of insurance to Commission and maintain insurance at their own expense during the Contract term. Contractor's insurance coverage shall meet the minimum coverage standards required under the Contract.

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

- Documents Describing Involvement in Litigation or Contract Compliance Difficulties (signed by authorized signatory)
- Child Care Center License (if applicable)
- By Laws (if applicable)
- Articles of Incorporation (if applicable)
- List of Current Board of Directors (if applicable)
- Signature Authorization Form and supporting documentation
- IRS Account Determination Letter (submitted by all charitable non-profit organizations)
- State and Federal Identification Numbers (submitted by schools districts, public entities, universities, etc.)
- Independent Agency-wide Financial Audit for the prior year with the report of independent auditors, including single source audits (if applicable)
- W-9
- Business License (if applicable)
- Other documents as requested by Commission staff

2. *Written Deliverables*

If applicable, Contractor shall submit other written deliverables (e.g., reports, memos, surveys) in accordance with the Contract's Performance Matrix/Scope of Work. Deliverables will be reviewed and approved by Commission staff, or, in some cases, a Quality Assurance review conducted by Commission, as specified in the Contract.

Unless Contractor obtains prior approval from Commission staff to delay the submission of a deliverable, Contractor's significant delay in submitting a deliverable (beyond 30 calendar days) is grounds for non-compliance.

COMPLIANCE GUIDELINES

Based upon Commission staff's findings from any, all or a combination of the contract compliance monitoring methods above, Commission may:

- Modify the Contract's Performance Matrix/Scope of Work (Exhibit A);
- Request a Corrective Action Plan, as described in Section I.F.;
- Place Contractor in non-compliant status; or
- Terminate the Contract.

II. CONTRACTOR'S PLACEMENT IN NON-COMPLIANT STATUS

Commission shall deem Contractor non-compliant due to any of the following Contractor's failure to: 1) comply with the Contract's terms and provisions; or 2) effectively implement and manage the Commission-funded program or project; or 3) submit a product or deliverable or provide a service, as described in the Contract's Performance Matrix/Scope of Work.

Contractor's placement in non-compliant status may impact Commission's current and future funding considerations with Contractor.

Commission staff is responsible for Contractor's placement in and removal from non-compliant status in accordance with these Compliance Guidelines. Commission staff will inform Contractor in writing of Contractor's placement in non-compliant status and the reasons for staff's determination of non-compliance. Commission staff and Contractor shall timely address Contractor's non-compliance in a constructive and collaborative manner to avoid further Commission action as set forth in Section IV of these Compliance Guidelines.

Commission staff may place Contractor in non-compliant status as a result of, but not limited to, any of the following:

- Contractor makes modifications to the approved Budget or Performance Matrix/Scope of Work without submitting a request for Performance Matrix/Scope of Work or Budget Modification and without prior written approval from Commission staff (e.g., eliminating significant components of the funded program, project or deliverable, adding or eliminating key staff positions that are critical to the program or project).
- Contractor, without adequate justification, fails to demonstrate adequate progress in the implementation of the program or project objectives or submission of deliverables (e.g., not meeting deadlines, not submitting deliverables on time, not notifying Commission of delays).
- Contractor fails to comply with Commission's fiscal requirements as stated in the Contract (e.g., substandard or inadequate accounting procedures).
- Contractor fails to submit required documents within the timelines specified in the Contract.
- Contractor, without adequate justification, fails to implement key evaluation activities or components (e.g., hiring an evaluator, collection and submission of participant and outcome data).
- Contractor fails to disclose information or situations (e.g., entity structure changes, entity financial changes) that may impact the implementation of the program or project or the submission of deliverables.

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- Contractor fails to disclose a conflict of interest, as such interests are described in the Contract.
- Contractor fails to complete Corrective Action Plans in a timely manner.
- Contractor fabricates or falsifies documents.
- Contractor fails to comply with applicable local, state and federal laws or regulations.
- Contractor misuses or mismanages funds.
- Contractor uses Commission funds to supplant funds from other sources.

III. PROCEDURES FOR NON-COMPLIANCE

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

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

IV. SANCTIONS

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

- Withholding of payment or suspending work until Contractor makes corrective actions.
- Disallowing or reducing allowed expenses or disallowing expenses for activities that are not in alignment with the Contract.
- Non-renewal of the Contract.
- Suspension or termination of Contract.
- Debarment from future funding by Commission for a specified period of time starting from the effective date of termination.
- Recovery of Contract funds.

Commission's termination or non-compliant status of the Contract may influence Commission's future funding considerations for Contractor. Commission may defund or refuse to re-fund Contractor or decrease the Contract award for Contractor's failure to perform or meet compliance requirements. Commission may terminate or suspend the Contract, *without providing Contractor with an opportunity to make corrective actions*, for Contractor's actions or behavior that put the integrity of the program or project at risk, including, client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, fraud or embezzlement, health code violations or any other significant legal or regulatory violation.

Commission may terminate the Contract pursuant to Section XXII of the Contract or Section 30 of the Grant Agreement.