June 18, 2008

Dear Prospective Applicant:

First 5 LA is issuing this Request for Qualifications (RFQ) to individuals and groups interested in working with our staff to engage in an evaluation planning process with Best Babies Collaboratives in the Commission’s Healthy Births Initiative (HBI). First 5 LA’s HBI Expansion Project is based upon the Commission’s commitment to improving pregnancy and birth outcomes in Los Angeles County by creating a comprehensive, integrated model of continuous perinatal care for at-risk women throughout Los Angeles County.

Applicants must have extensive experience providing technical assistance in evaluation to community-based organizations, and must submit completed applications to First 5 LA no later than 5:00 p.m. on Monday, July 7, 2008. Following a review of all submitted materials, qualified applicants may be invited for an in-person or phone interview on July 14, 2008.

Please submit one (1) original and (5) paper copies of the application to:

Evelyn V. Martinez, Executive Director
First 5 LA
750 N. Alameda Street, Suite 300
Los Angeles, CA 90012

Attention: Healthy Births Evaluation Consultant

No faxed or emailed submissions will be considered. Questions regarding this RFQ should be directed to Amanda Bueno, Research Analyst, at 213.482.5990 or abueno@first5la.org.

First 5 LA reserves the right to modify or withdraw this RFQ and selection process timeline at any time.

Thank you for your dedication to children and families and for supporting the vision and mission of First 5 LA.

Sincerely,

Evelyn V. Martinez
Executive Director

A public entity.
HEALTHY BIRTHS INITIATIVE
EVAUATION CONSULTANT
REQUEST FOR QUALIFICATIONS (RFQ)
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I. TIMELINE FOR SELECTION PROCESS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
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<tbody>
<tr>
<td>RFQ Release</td>
<td>June 19, 2008</td>
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<tr>
<td>Application Due</td>
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<td>by 5 p.m.</td>
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<td>Applicants Notified</td>
<td>By July 11, 2008</td>
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<tr>
<td>Interviews with Final Applicants (if applicable)</td>
<td>July 14, 2008</td>
</tr>
<tr>
<td>Contractor Selected</td>
<td>July 15, 2008</td>
</tr>
<tr>
<td>Contract Start Date</td>
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</tr>
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</table>

All questions and requests for additional information regarding this RFQ must be received in writing by First 5 LA on **Friday, June 27, 2008**. First 5 LA reserves the sole right to determine the timing and content of the responses to all questions and requests for additional information.

Questions and information requests can be submitted to:

Amanda Bueno, Research Analyst  
First 5 LA  
750 N. Alameda Street, Suite 300  
Los Angeles, CA 90012  

Phone: 213.482.5990  
Fax: 213.482.5903  
E-mail: abueno@first5la.org

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1 Note: While it is First 5 LA’s desire to execute the contract on August 18, 2008, all dates are subject to change at First 5 LA’s sole discretion.
II. BACKGROUND

First 5 LA – “Champions for Our Children”

In 1998, California voters passed Proposition 10, which levied a 50-cent per pack tax on all tobacco products. The resulting tax revenues were earmarked for the creation of a comprehensive system of information and services to advance early childhood development and school readiness within each county in California. In Los Angeles County, First 5 LA was formed as a public entity to develop and oversee various early childhood initiatives and to manage the funding from Proposition 10. To address the needs of underserved communities, the Commission in 2004 adopted The Next Five Strategic Plan (FY 2004-2009), focusing on the goal areas of early Learning, Health and Safety. Additional information regarding First 5 LA can be found at http://www.first5la.org/.

Healthy Births Initiative

In 2002, the Board approved a $15 million allocation for the development and implementation of the Healthy Births Initiative (HBI). The planning phase of the Initiative involved First 5 LA convening a diverse group of perinatal health experts to discuss and provide recommendations on how best to address the needs of pregnant women. The established multidisciplinary working group coordinated the efforts of various stakeholders (e.g. perinatal experts, community members, researchers and evaluation experts), geographic areas, and disciplines in the county toward improving pregnancy outcomes to create the “Blueprint for Healthy Births” (Blueprint). The Blueprint recommendations are the foundation of the Healthy Births Initiative and were based on the most cost-efficient and evidence-based strategies to improve pregnancy and birth outcomes in LA County. The Blueprint recommended a comprehensive, collaborative, outcomes-based program design to improve birth outcomes and maximize each child’s potential for healthy growth, development, and intellectual attainment.

The goal of the Healthy Births Initiative is to improve pregnancy and birth outcomes for all, especially among at-risk women in Los Angeles County, by linking existing resources and strengthening the capacity of organizations providing perinatal services. Specifically, the Initiative is designed to positively impact rates of very low birthweight, preterm births, early prenatal care, and repeat teen births. The Initiative provides the foundation for enhancing perinatal and interconception care by investing in a strong, community based network of caregivers and advocates dedicated to preventing low birthweight and premature deliveries. The Healthy Births Initiative employs a community-based approach that unites perinatal providers across LA County through a collaborative strategy. The Initiative has created a comprehensive infrastructure based on a multifaceted preventative strategy designed to improve pregnancy outcomes.

The Healthy Births Initiative goals are accomplished through the execution of five interrelated strategies: 1) Caring for Mothers-To-Be; 2) Improving the Quality of Perinatal Care; 3) Advancing Policies that advance Healthy Births; 4) Sharing Knowledge and Resources; and 5) Creating a Network of Caregivers and Advocates. The Initiative goals and strategies are designed to move beyond interventions addressing individual and isolated perinatal risk factors towards multi-disciplinary, comprehensive, multi-level (individual, family, community, and societal) interventions.
The strength and innovation of the Healthy Births Initiative model is the participatory approach. The Initiative is based on the underlying premise that effective and sustainable change in the way services are provided can be achieved more effectively and efficiently through true collaboration efforts. The Healthy Births Initiative has provided an opportunity to explore the dynamics and benefits of collaboration. This has allowed for building on existing assets and leveraging resources locally and nationally. The Healthy Births Initiative is a collaborative model and evaluation framework that other First 5 LA initiatives have adopted.

**Initiative Infrastructure**

The Healthy Births Initiative is anchored by an infrastructure that brings together timely and critical services and supports to improve the health and well-being of pregnant women and infants to address social, psychological, behavioral, environmental, and biological factors that shape pregnancy outcomes based on best practices, and a consideration of local variability. The people, organizations, and services that comprise the multiple-levels of the Healthy Births Initiative, are known collectively as the “Network.” Network members collaborate within and across different levels to accomplish the five strategies noted above. First 5 LA currently funds the LA Best Babies Network and seven Best Babies Collaboratives which are key partners in this Initiative.

**The LA Best Babies Network**

The LA Best Babies Network (LABBN) supports the Initiative infrastructure and maintains coordination of the multiple components of the Healthy Births Initiative to prioritize the achievement of desired outcomes/results, promote best practices and responsiveness to communication. The LABBN is the coordinating arm of the Initiative through which four main activities are carried out in conjunction with other collaborative partners. The activities which make up the LABBN’s scope of work include: 1) supporting policy and advocacy; 2) providing technical assistance to the BBCs; 3) promoting care quality; and 4) building and sustaining the Healthy Births Learning Collaboratives.

**Best Babies Collaboratives**

The Best Babies Collaboratives (BBC) serve as local networks of perinatal service providers working in geographic areas with the high levels of poor pregnancy outcomes. Each BBC is focused on increasing the capacity and coordination of services in the identified communities. The four areas identified to establish the original BBCs were the areas of highest risk for poor birth outcomes. Additionally, the Blueprint provided an index for identifying the areas of highest risk based on poverty level (200%), Medi-Cal births, low birth weight, infant deaths, inadequate prenatal care, and teen births. The original BBCs are located in the Antelope Valley, Harbor Corridor South, and Long Beach/Wilmington and serve the following priority zip codes: 93550, 93535, 90001, 90002, 90003, 90006, 90011, 90018, 90037, 90043, 90044, 90059, 90061, 90201, 90221, 90222, 90255, 90262, 90280, 90805, 90806, 90744, 90802, 90813. Therefore, three additional Best Babies Collaboratives were funded for three years under this expansion serving the San Fernando Valley (91331, 91402, 91342), San Gabriel Valley (91706, 91732, 91744, 91766), and Harbor Corridor North (90032, 90033, 90063).
Healthy Births Initiative Expansion

As part of First 5 LA’s Next Five Strategic Plan (FY 2004-2009) an additional $13 million was allocated for the expansion of the Healthy Births Initiative. In November 2007, the First 5 LA Board of Commissioners approved the Healthy Births Initiative Expansion Framework. The expansion extended the contracts for the four original BBCs for two additional years in order to provide a full five years of program operation. Therefore, the Healthy Births Initiative has 7 total lead agencies with corresponding collaborative partnerships. All of the BBCs are required to focus on case management as the core approach for program implementation to at-risk women which is defined as:

- Pregnant women or new mothers living on incomes below 300% of the federal poverty level who are at increased risk for having a low birthweight or preterm infant, fetal or infant death, or birth of an infant with potentially preventable congenital anomaly.
- Pregnant women or new mothers with a chronic medical condition related to pregnancy complication and/or birth of low birthweight or preterm infants, fetal or infant death, or birth of infants with potentially preventable congenital anomalies.
- Pregnant teens or teen mothers

For the purposes of the HBI Expansion, collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals; a jointly developed structure and shared responsibility; mutual authority and accountability; and sharing of resources and rewards².

BBCs will utilize approaches aimed at enhancing the capacity of the community’s perinatal system, which has been shown to reduce poor pregnancy outcomes. In addition, each Best Babies Collaborative will actively participate and partner with the LABBN on the components of the Healthy Births Initiative as a mechanism to encourage linking of existing services and promoting a perinatal policy agenda in the community that is timely and relevant.

The initial three months of the new BBCs contract will include a planning period during which each Best Babies Collaborative, in consultation with First 5 LA and LABBN staff, will define their collaborative structure, develop a shared understanding of initiative implementation and finalize their scope of work, budget and evaluation plan.

III. ELIGIBILITY

Applicants responding to this RFQ must have the qualifications, experience, competency, and ability to successfully provide technical assistance and related program support to Best Babies Collaboratives. Applications will be considered from not-for-profit and for-profit agencies, public and private organizations as well as collaborative, and academic groups. Applicants must have a presence in Southern California, the capacity to work throughout ²Collaboration: What Makes it Work, Amherst H. Wilder Foundation
agencies, public and private organizations as well as collaborative, and academic groups. Applicants must have a presence in Southern California, the capacity to work throughout Los Angeles County, and demonstrated evaluation expertise in county-based healthcare programs.

Summary of Desired Qualifications

- Knowledge of and familiarity with early care/education, and child development programs and resources in Los Angeles County
- Understanding and ability to work with diverse community perspectives around issues affecting pregnancy and birth outcomes especially among at-risk women
- Proven experience working with communities and community-based organizations in providing evaluation training and technical assistance
- Knowledge and experience in evaluating collaborative partnerships involving organizations and communities including knowledge of and ability to document and compile literature on collaboration techniques, methods, indicators of success, and other evidence-based measures.
- Familiarity and knowledge of developing and using performance measures
- Experience in facilitation and convening diverse organizations for the purpose of knowledge sharing and peer learning
- Experience and ability to conduct quantitative and qualitative evaluation with multidisciplinary groups of community health providers.
- Ability to communicate complex issues, stimulate creative thinking, negotiate differences and facilitate conflict resolution in diverse community settings
- Ability to be accessible and flexible in accordance with product timelines and activities
- Ability to synthesize information from multiple sources and form recommendations to report to the First 5 LA staff and Commission
- Strong time management and team building skills
- Strong written and oral communication skills
IV. DELIVERABLES AND SCOPE OF WORK

First 5 LA is seeking an Evaluation Consultant to convene and train Healthy Births Initiative’s Best Babies Collaboratives (BBCs) over the course of 9 - 12 months. The Evaluation Consultant will also conduct qualitative data collection on topics of collaboration and coordination. Working closely with First 5 LA staff, the consultant will develop a framework and tools for assessing collaboration and facilitate a collective process in order for the BBCs to develop consensus on measurement of collaborative efforts.

The selected Evaluation Consultant will be required to work with Healthy Births Initiative grantees and across First 5 LA initiatives to ensure appropriate coordination with other Commission programs and projects. Below is a list of functions that the Evaluation Consultant may be expected to provide.

1. Knowledge Sharing
   • Facilitate grantee convenings on evaluation topics discussed and agreed upon with First 5 LA staff.
   • Topics to be addressed in evaluation convenings include but are not limited to the following: construction of logic models, development of theories of change, qualitative evaluation (e.g. focus groups, key informant interviews, etc), development and/or selection of performance measures, use of evidence based practices, coordination between evaluation and program staff, communication of evaluation findings/results.
   • Coordinate with First 5 LA staff, grantees and consultants to provide more in-depth comprehensive evaluation technical support to BBCs during the planning phase of the initiative.
   • Highlight information relevant to the ongoing strategic planning process at First 5 LA and other initiatives.

2. Qualitative Evaluation
   • Design a collaboration case study of BBC programs identifying promising practices, learning and challenges in collaboration and highlight approaches that may be utilized in future initiatives and focus areas.
   • Conduct a literature review relevant to collaboration and cost-effectiveness issues
   • Facilitate a dialogue on systematic data collection methods for the case study
   • Over sample in the collaboration case study where other First 5 LA initiatives are included as additional promising practices, challenges, and lessons learned.
   • Provide recommendations for future and/or further exploration related to collaboration.
   • Develop an evaluation plan for case management using Healthy Births Initiative DCAR data collection system including a written final report.
V. TERMS OF PROJECT

Available Funding

The total amount of funding available for the Evaluation Consultant will not exceed $50,000. A final Budget and a Scope of Work will be negotiated once an Evaluation Consultant has been selected. Funds will be granted through monthly invoices based on actual services rendered and incurred expenses as spelled out in the approved budget.

Contract Period

The contract period will be for nine to twelve months contingent upon First 5 LA approval and submission of contractual documents by the selected Evaluation Consultant. It is projected that the contract begins on August 18, 2008.

The Evaluation Consultant shall not be authorized to deliver or commence performance of services as described in the application until written approval has been obtained from First 5 LA. Any performance of services commenced prior to obtaining all written approvals by First 5 LA shall be considered voluntary.

Contractual Obligation

The selected Evaluation Consultant is required by law to adhere to all contractual obligations as outlined in this document, including the First 5 LA Contract. (See Sample Contract, Appendix 8)
VI. STATEMENT OF QUALIFICATIONS

In order to respond to this RFQ, applicants are required to submit the following documents to First 5 LA no later than 5:00 p.m. on Monday, July 7, 2008. Applications received after this deadline will not be considered.

Cover Letter (maximum 1 page): Each applicant is required to include a cover letter addressed to Evelyn Martinez, Executive Director of First 5 LA, specifying the following: introduction of the applicant, clearly showing the applicant’s name, address, telephone number, e-mail address, the date, stating that the letter is in response to an RFQ for the Healthy Births Evaluation Consultant. The applicant’s cover letter must be signed by a person authorized to bind the applicant to the terms of the application.

Professional Experience and Approach (maximum 8 pages):
1) Professional Experience and Expertise: Systematically describe the applicant’s demonstrated ability, based on qualifications and experience, to accomplish the deliverables outlined above, include a sample timeline of activities. Applicants must provide narrative examples of at least three similar past or current projects, and identify their role in these projects. Applicants must also specify qualifications of all other individuals and/or organizations, if any that will be included as a subcontractor.
2) Proposed Approach to Deliverables and Scope of Work: Discuss and present a sequence of key actions, activities, or events necessary to accomplish the Scope of Work and produce the Deliverables on page 9. Include a description of relevant methods and effective strategies to be employed in carrying out the specified functions of an Evaluation Consultant.

Agency Involvement in Litigation and/or Contract Compliance Difficulties (Appendix 1): Please read the information on the required Agency Involvement in Litigation and/or Contract Compliance Difficulties form thoroughly. An unsigned form or its omission will constitute an incomplete application and will be grounds for disqualification.

Signature Authorization Form (Appendix 2): This form is required in order to verify signature authority to enter into contractual agreement with First 5 LA. If not outlined in the Bylaws, a Board Resolution or Partnership Agreement must be submitted, as applicable, that indicates signature authority. Applicants must submit two original forms signed in blue ink.

Board Resolution (Appendix 3): Include, as needed, to support the authority of persons listed on Signature Authorization Form (Appendix 2).

Proposed Budget and Budget Narrative (Appendix 4): The proposed Budget must include costs broken down by hourly rate for all staff and subcontractors. Provide a Budget Narrative justifying all included costs. Please use the Sample Budget and Justification as a template for itemizing costs related to the application.

Résumé or Curriculum Vitae for Applicant(s): Provide a detailed professional resume for the key staff expected to work on the project, outlining all relevant work history, educational attainment, publications, prior research projects, etc. Include the resumes for subcontractors as well. All subcontractors must be clearly identified and approved by First 5 LA prior to commencing work.
References Form (Appendix 6): Provide the names, titles, addresses, email addresses, and telephone numbers of at least three (3) references. References must be from organizations or individuals for whom the applicant has provided similar services, and must be able to provide information regarding the applicant’s skills and performance regarding the provision of such services. First 5 LA must be able to contact at least two (2) of the three (3) references provided by the applicant. If two (2) references cannot be reached, First 5 LA may deem the applicant ineligible for this opportunity.

Memorandum of Understanding (Appendix 7): If a subcontractor or un-paid collaborator will be used to render any of the services under this application, the applicant must submit an MOU. MOUs may also be submitted after the Contract for the TA Provider has been executed.

Independent Financial Audit: The applicant must include the most recent independent financial audit including the following:
   a) Management Letter
   b) Auditor’s Report
   c) Statement of Financial Position (Balance Sheet)
   d) Statement of Activities (P/L, Income and Expenses Report)
   e) Statement of Cash Flow
   f) Functional Expense Report
   g) Notes to Financial Statements
   h) Federal “Single Audit” (if applicable)

Optional: Supplemental materials may be helpful in evaluating the application and may be included as attachments. *If submitted, one copy is sufficient.* Please also note that First 5 LA will not return supplemental materials including videos/DVDs to the applicant.

VII. SUBMISSION REQUIREMENTS

Applicants are required to submit completed original application/qualifications statement and five copies to First 5 LA that meets the following criteria:

- White, 8½” by 11”, paper only
- Times New Roman font, no less than 12-point
- Single-sided only
- No less than 1-inch margins, with no less than 1.5 line spacing
- All pages and page numbers must be numbered sequentially with the name of the applicant at the top of each page. Materials must not be bound, although a heavy clasp or thick rubber band is acceptable.
- All forms that require signatures (i.e., Cover Letter, Signature Authorization Form, etc.) must be signed in blue ink. Signature stamps are not acceptable.
VIII. SELECTION PROCESS AND REVIEW CRITERIA

Selection Process
1. First 5 LA staff will evaluate all applications for completeness and minimum qualifications. Basic requirements include: timely receipt of application, formatted as required, inclusion of all appropriate attachments, etc. Applications with omissions of any required documentation are subject to disqualifications. Applicants may use the Application Checklist (Page 16) as an aid in preparing the application. Please note that the Application Checklist is merely an aid. Each applicant is solely responsible for ensuring that all information requested in Section VI (Statement of Qualifications) and Section VII (Submission Requirements), is submitted even if it does not appear on the Application Checklist.
2. First 5 LA staff will contact references.
3. All or some of the applicants who have submitted complete and responsive applications may be interviewed. Interviews are scheduled to be held on date shown in Section I. These dates are subject to change at First 5 LA’s sole discretion. All applicants must advise First 5 LA staff of their availability on this date. Interviews will be held either at First 5 LA or via phone. Further written materials regarding qualifications may be requested prior to the interview.

Selection Criteria
First 5 LA will award a Contract to one or more applicant(s) with the expertise and qualifications outlined in the RFQ. Qualifications will be reviewed by a multi-departmental team of First 5 LA staff which will then select Contractor(s) based on, but not limited to, evaluation of the following:

- Experience performing comparable work
- Knowledge of and experience with program planning, implementation, and evaluation
- Knowledge of and experience with early care/education and childhood development field
- Track record of working with various community-based groups and public sectors
- Demonstrated work with diverse communities in Los Angeles County
- Demonstrated knowledge and understanding of research and evaluation methodology, participatory techniques, and community-friendly approaches
- References from agencies for which the applicant has provided similar services

Specifically, submitted applications will be reviewed using an assessment tool based on qualifications listed above and proposed approach in (1) addressing scope of work and (2) producing deliverables. Commission staff will develop a rating tool to provide an objective basis for scoring the interviews and will include two components: desired qualifications (60%) and proposed approach (40%). Applications will be scored on this assessment tool and those applicants receiving a total score of at least 85% will be selected. The final selection process will be conducted through a consensus building process among the members of the selection team.

First 5 LA reserves the right, without prejudice, to reject any or all submitted qualifications. An appeals process is not available; all decisions of First 5 LA are final.
IX. CONTRACTUAL CONSIDERATIONS

Specific contractual considerations, including but not limited to the following, apply to RFQ/RFP submission process and project implementation and to any contracts that result from the submission and implementation of the project/proposal. The contractor will need to comply with all of the provisions in the attached sample contract (See Appendix 8).

A. Conflict of Interest

The selected Contractor will be required to comply with the Commission’s Conflict of Interest provisions, as outlined in the contract, and as applicable under California Law. CONTRACTOR acknowledges that he/she/it is acting as a public official pursuant to the 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. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from the COMMISSION during the Contract and shall not use such information for personal or commercial gain outside the Contract. By agreeing to the Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it will not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the funded project and related initiative(s). During the term of the Contract and for one year thereafter, CONTRACTOR will not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

B. Contract Information

1. The Commission may, at its sole discretion, reject any or all submissions in response to this RFQ/RFP. The Commission also reserves the right to cancel this RFQ/RFP, at its sole discretion, at any time before execution of a contract. The Commission shall not be liable for any costs incurred in connection with the preparation of any submissions in response to this RFQ/RFP. Any cover letters, résumés and/or curriculum vita, including attached materials, submitted in response to this RFQ/RFP shall become property of the Commission and subject to public disclosure.

2. The agency/organization submitting an application agrees that by submitting an application it authorizes the Commission to verify any or all information and/or references given in the application.

3. The Commission reserves the right, after contract award, to amend the resulting contract, scope of work, and any other Exhibits as needed throughout the term of the contract to best meet the needs of all parties.

4. The Commission reserves the right to request additional financial status information to verify applicants past status and current financial status. This information includes,
but is not limited to: the most recent independent audit ending Calendar Year 2007 or Fiscal Year June 30, 2007, Statement of Cash Flow, Statement of Activities (Income Statement), and Statement of Financial Position (Balance Sheet).

5. Consistent with the intent of Proposition 10: California Children and Families Act of 1998, no monies for this Project may be used to supplant Federal, state, County and/or other monies available to the organization for any purpose. Activities funded under this proposal must be new or enhancements to existing activities.

6. The award of a Contract by the Commission to an individual/agency/organization that proposes to use subcontractors for the performance of work under the contract resulting from this application process shall not be interpreted to limit the Commission’s right to approve subcontractors, assemble teams and/or assign leads. Each applicant will be evaluated independently for added value to the overall team. A copy of executed subcontract(s) related to Program funding must be provided to the Commission.

7. The selected Contractor will be required to sign the contract at least two (2) weeks prior to the intended start date of the contract, as outlined in Term of Contract section of contract, to assure the timely completion of the signature process by all parties. If the contract is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the contract execution date (the date all parties have signed the contract) and Contractor will not be eligible to obtain reimbursement for any costs incurred prior to the contract execution date, unless otherwise approved by the Commission. If this Contract is not signed within the thirty (30) days period from the intended start date, the Commission has the right to withdraw the contract award. Any agreed upon changes to the intended start date must be confirmed in writing by both parties.

8. Unless otherwise submitted during the application (RFQ, RFP, etc.) process, the selected Contractor will be required to submit the required documentation listed on the Contractor Checklist, which includes, but not limited to, the following documents before the Contract can be fully executed:

- Agency Involvement in Litigation and/or Contract Compliance Difficulties Form
- By-laws (if applicable)
- Articles of Incorporation (if applicable)
- Board of Directors or List of Partners (as applicable)
- Signature Authorization Form (2 originals)
- Form RRF-1 (required and filed annually with the California Attorney General’s Registry of Charitable Trusts) and IRS Form 990 (if applicable)
- Annual Independent Financial Audit for prior fiscal year or calendar year (if applicable)
- Appropriate business licenses (for vendors or private organizations)
- IRS Letter of Determination (if applicable) or completed IRS Form W-9
- Memorandums of Understanding (for any sub-contractors, collaborators, and/or partners listed under Contracted Services and Evaluation sections of Exhibit B – Budget Forms)
- Certificates of Insurance for all insurance requirements outlined in the contract.
9. The Sample Contract (Appendix 8) and contracting requirements are attached. If successful, the Contractor will be required to meet all of the terms set out in these documents within the timeframe identified.

X. APPLICATION CHECKLIST

Applicants should refer to Section VI (Statement of Qualifications) and Section VII (Submission Requirements) for complete information about required application content and submission guidelines. Both Electronic and paper original must be submitted to First 5 LA by the deadline outlines in Section I. Failure to submit any required items will result in disqualification.

☐ Cover Letter (1 page maximum)

☐ Professional Experience and Expertise (up to 8 pages maximum)

☐ Agency Involvement in Litigation and/or Contract Compliance Difficulties, Appendix 1
  (1 original, signed in blue ink)

☐ Signature Authorization Form, Appendix 2 (2 originals, signed in blue ink)

☐ Board Resolution, if applicable (1 original, signed in blue ink)

☐ Budget and Budget Narrative, Appendix 4

☐ Key Staff and Subcontractor(s) Rates Table, Appendix 5

☐ Résumé or Curriculum Vitae for Key Staff and Subcontractor(s)

☐ Applicant Reference Form, Appendix 6 (minimum of 3 required)

☐ Memorandum(s) of Understanding

☐ Independent Financial Audit

☐ One (1) application with original signatures and 5 copies submitted to:
  Evelyn Martinez, Executive Director
  First 5 LA
  750 N. Alameda St., Suite 300
  Los Angeles, CA 90012
  Attn: Healthy Births Evaluation Consultant
XII. APPENDICES

Appendix 1: Agency Involvement in Litigation and/or Contract Compliance Difficulties
Appendix 2: Signature Authorization Form
Appendix 3: Sample Board Resolution
Appendix 4: Sample Budget Form and Budget Narrative
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Appendix 8: Sample Contract
AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Agency Name: ________________________________

Project Title: ________________________________

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.

1. Is the organization currently, or within the past two (2) years, involved in litigation? [ ] Yes [ ] No

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? [ ] Yes [ ] No

3. Are any key staff members unable to be bonded? [ ] Yes [ ] No

4. Have there been unfavorable rulings by a funding source against the agency for improper management or contract compliance deficiencies? [ ] Yes [ ] No

5. Has the agency or agency director ever had public or foundation funds withheld? [ ] Yes [ ] No

6. Has the agency ever had its non-profit status revoked or withheld? [ ] Yes [ ] No

7. Has the agency or agency director refused to participate in any fiscal audit requested by a government agency or funding source? [ ] Yes [ ] No

EXPLANATION
(Use additional pages, if necessary):

Signature: ________________________________ Date: ________________________________

(Must be signed by an Authorized Signatory)

Rev 2/07
EXHIBIT D - SIGNATURE AUTHORIZATION FORM

<table>
<thead>
<tr>
<th>Agency Name:</th>
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<td>Cycle (if applicable):</td>
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COMPLETE PARTS 1 AND 2. ATTACH BOARD RESOLUTION, IF APPLICABLE, TO VERIFY SIGNATURE AUTHORIZATION. USE BLUE INK FOR SIGNATURES.

PART 1. CERTIFICATION

CERTIFICATION: PER THE AGENCY'S BYLAWS AND THE ATTACHED BOARD RESOLUTION (IF APPLICABLE) 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:**

<table>
<thead>
<tr>
<th>CHECK ONE BOX BELOW:</th>
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<tbody>
<tr>
<td>☐ PER SECTION OF THE AGENCY'S BYLAWS</td>
</tr>
<tr>
<td>☐ PER THE BOARD'S RESOLUTION (COPY ATTACHED)</td>
</tr>
</tbody>
</table>

AGENCY AUTHORIZED SIGNATORY:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Date:</th>
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<td>Signature:</td>
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*AGENCY AUTHORIZED SIGNATORY:*

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<th>Name:</th>
<th>Title:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Signature:</td>
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*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:

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Title:</th>
<th>Date:</th>
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<td>Signature:</td>
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DOCUMENT(S) Authorized to sign:

<table>
<thead>
<tr>
<th>INVOICES</th>
<th>REPORTS</th>
<th>GRANT AGREEMENT</th>
<th>GRANT AMENDMENTS</th>
<th>OTHERS</th>
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AUTHORIZED SIGNATORY:

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<th>REPORTS</th>
<th>GRANT AGREEMENT</th>
<th>GRANT AMENDMENTS</th>
<th>OTHERS</th>
</tr>
</thead>
</table>

IMPORTANT NOTE:

*GRANT AGREEMENT & GRANT AMENDMENT INCLUDE: EXHIBIT A (STATEMENT OF WORK & SCOPE OF WORK/EVALUATION PLAN), EXHIBIT B (BUDGET FORMS), AND 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 TWO (2) ORIGINALS. USE ADDITIONAL PAGE IF MORE THAN 3 SIGNATURES NEEDED IN PART 2.
Sample 1
Board Resolution

The Board of Directors of (organization name) hereby authorizes [insert name and title], to sign all contracts, report forms and related materials to any agreements between the agency and its funding sources, contractors and grantors.

The Board of Directors of [organization name] adopted this action on [date].

Name
Board President

Name
Board Secretary
## APPENDIX 4

Hourly Budget Summary Exhibit B

**Contract # _________**

**Agency:**

**Project Name:** Technical Assistance in Evaluation for Best Babies Collaboratives

### LABOR

<table>
<thead>
<tr>
<th>Task/Deliverable</th>
<th>Title/Name</th>
<th>Hourly Rate</th>
<th>Hours</th>
<th>Total</th>
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**TOTAL:**

### OTHER COSTS

<table>
<thead>
<tr>
<th>Task/Deliverable</th>
<th>Description (Equipment, Travel, Supplies)</th>
<th>Rate</th>
<th>Total</th>
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**TOTAL:**

- Total Cost: ____________________________
- Total Hours: ____________________________
- Composite Rate: ________________________

**Fiscal Contact Person**

**Date**

**Agency Authorized**

**Signature**

**Date**

**Phone #**

Additional supporting documents may be requested
SAMPLE BUDGET NARRATIVE

Provide a brief explanation of how all budget figures (line items) were derived: a simple justification of each expense and how the budget relates back to the project description. A brief description of duties must also be included for each staff position and subcontractor.

LABOR

Include all positions and personnel required for this project.

OTHER COSTS

Equipment\(^3\): No additional equipment will be required to carry out the scope of work and produce the deliverables outlined in the RFQ.

Facilities: The total amount budgeted for facilities rental for grantee convenings is $X,XXX. This includes $XX for lunch, $XXX room rental and $XX for audiovisual equipment. It is anticipated that XXXX convenings will occur within the contractual period of nine months.

Mileage: Includes reimbursement for local travel including mileage and parking fees. The applicant currently reimburses staff at a rate of $0.485 per mile.

Office Supplies: Includes customary office supplies, including file folders, 3-ring binders, pens, staplers, tape, etc. at $XXX/mo x 9 mos.

Printing and Duplication: Cost of copying and supplies for copy machine and printer (toner, printer cartridges, diskettes, etc.) at $XXX/mo x 9 mos.

Telephone: Monthly phone charges are calculated at $XXX/mo x 9 mos. The Contractor will cover 50% of these costs.

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\(^3\)A Contractor may request to purchase equipment required to carry out the services to be rendered under this Contract not to exceed an amount of $5,000. Such requests will be considered by First 5 LA on a case-by-case basis. First 5 LA reserves the right to request that any equipment purchased under the Contract be returned at the end of the contract period.
APPENDIX 5

KEY STAFF AND SUBCONTRACTOR(S) RATES TABLE

The staff and subcontractor(s) identified in the budget who will perform the tasks related to the RFQ must be included in the Rates Table. Changes in cost estimates that may or may not alter the total costs related to the RFQ must be submitted to First 5 LA in writing, including a rationale for the change. First 5 LA must approve any change(s) prior to expenses being incurred at a higher rate.

<table>
<thead>
<tr>
<th>Staff or Contractor’s Name</th>
<th>Position Title or Classification</th>
<th>Hourly Rate</th>
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</tbody>
</table>
REFERENCE FORM

NAME OF APPLICANT: 

1. Reference Agency/Company:  Contact Person:  
   Title:  
   Telephone:  Email:  
   Project Name (if applicable):  
   Engagement Begin/End Dates:  From:  To:  
   If the original agreement was extended beyond the planned end date, briefly describe the reason(s) for the extension:  

2. Reference Agency/Company:  Contact Person:  
   Title:  
   Telephone:  Email:  
   Project Name (if applicable):  
   Engagement Begin/End Dates:  From:  To:  
   If the original agreement was extended beyond the planned end date, briefly describe the reason(s) for the extension:  

3. Reference Agency/Company:  Contact Person:  
   Title:  
   Telephone:  Email:  
   Project Name (if applicable):  
   Engagement Begin/End Dates:  From:  To:  
   If the original agreement was extended beyond the planned end date, briefly describe the reason(s) for the extension:  

SAMPLE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby entered between the two parties indicated below and for the purpose as stated in the application for the SRI TA Provider:

APPLICANT AGENCY

Contact Person/Title

Address

Telephone

Fax

E-mail Address

SUBCONTRACTOR

Contact Person/Title

Address

Telephone

Fax

E-mail Address

I. Description of Services: Include a description of the service(s) to be provided by the subcontractor, including deliverables.

II. Term: Include the time period covered by the Memorandum of Understanding as well as the hourly rate and total amount of the subcontract.

III. Termination: This Memorandum of Understanding shall be effective upon grant award by First 5 LA and upon approval of both parties shown below. Should this Memorandum of Understanding require modification, such changes shall be added by mutual agreement by both parties. This Memorandum of Understanding may be terminated by either party by issuing a Notice of Termination (30 day written notice) which includes the reason(s) for the termination.

Name (Authorized Lead Agency Representative)  Name (Authorized Collaborative Partner/Contractor)

Title

Signature  Date  Signature  Date
## Objectives
- Include who, what, when, where, how and how much for each objective.

## Activities and Subtasks
- Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.

## Staff Assignment
- Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.

## Timeline
- Indicate start and end period.

## Deliverables
- Indicate Date Due.

### Objective status:
- **IN-PROCESS**
- **COMPLETE**
- **DELAYED**
CONTRACT

This Contract made and entered into on this 29th day of February, 2xxx, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the “COMMISSION” and the «contractor name» whose address is «contractor address» hereinafter referred to as the “CONTRACTOR.” All of CONTRACTOR’S activities and services to be provided hereunder will support the COMMISSION’S strategic plan efforts and will be coordinated and overseen by COMMISSION staff as designated below.

I. SCOPE OF WORK

The CONTRACTOR shall provide description of project, statement of purpose, timeline, schedule of activities, and deliverables as set forth and described in the Scope of Work, which is attached and incorporated as Exhibit A. CONTRACTOR is to execute the work in order to ensure that the deliverables are met on time and on budget for the First 5 LA and staff.

II. SCOPE OF ENGAGEMENT

Any services other than those noted in this Contract shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

III. TERM OF CONTRACT

The term of this Contract will be «contract start date» “effective date” through «contract end date» “termination date” unless either party gives prior written notice of termination. This Contract shall expire without further notice on «end date».

IV. BUDGET

The Budget and Budget Narrative for the CONTRACTOR are attached as Exhibit B and form an integral part of this Contract.
In-direct costs included in the budget are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding ten percent will become the responsibility of the CONTRACTOR.

The CONTRACTOR shall receive from the COMMISSION total compensation not to exceed $XX,000.00 pursuant to the terms and conditions for payment set forth herein.

V. EXHIBITS

Exhibits A through C, as described below, are attached to and form an integral part of this Contract and are hereby incorporated by reference. Exhibit D, and E and F (as applicable) will be completed by the CONTRACTOR at later dates and forwarded to the COMMISSION on the designated due dates, as determined by the COMMISSION.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A  SCOPE OF WORK
Exhibit B  BUDGET FORMS
Exhibit C  ALL DOCUMENTS IN REQUIRED DOCUMENTS LIST
Exhibit D  INVOICE FORM
Exhibit E  PRELIMINARY REPORT(S)
Exhibit F  FINAL REPORT

This Contract and the Exhibits hereto, together with the CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties that supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The Exhibits form an integral part of this Contract, and are hereby incorporated by reference. No amendment, promise, or Contract between the parties is valid unless the same is in writing executed by both parties.
VI. COMMISSION OBJECTIVES

Mission Statement
The mission of the COMMISSION is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

Vision
The COMMISSION 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.

Values
The COMMISSION intends to make its vision come true by shaping its efforts around five core values:

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

Communities: We will strengthen communities by enhancing their abilities to support families.

Results Focus: We will be accountable for defining results for young children and for our success in achieving them.

Learning: We will be open to new ideas and will modify our approaches based on what we learn.

Advocacy: We will use our unique role to build public support for policies and programs that benefit children prenatal through age 5 and their families.

Goals
The COMMISSION will accomplish its mission by partnering with communities and families in Los Angeles County to make measurable and significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families, as outlined in the Strategic Plan.
VII. AMENDMENTS

Any agreements which in any way change the terms of this Contract shall be valid only if the requested change is made in writing and approved by authorized representatives of the CONTRACTOR and the COMMISSION. Request for modifications will not be accepted during the first two (2) months of the Contract period; and not more than ONCE thereafter, with the exception of the last quarter when there shall be none. CONTRACTOR must submit the written request one (1) month prior to the requested effective date of such modification.

Approval of any amendment will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.

VIII. INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IX. SUBCONTRACTORS

COMMISSION approves CONTRACTOR’S use of subcontractors to carry out its obligations under this Contract as specified as in Exhibit A.

No performance of this Contract or any portion may be assigned by CONTRACTOR without the written consent of the COMMISSION. Any attempt by the CONTRACTOR to assign performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated. CONTRACTOR shall submit a list of subcontractors to the COMMISSION for written approval prior to subcontractor performing any work hereunder.

A function proposed by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR 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 their designee. Any such attempt at delegation or assignment without prior written consent shall be void. Any change
whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

CONTRACTOR must submit a copy of the memorandum of understanding for each subcontractor to the COMMISSION for prior review and approval.

X. PROPRIETARY RIGHTS

CONTRACTOR agrees and acknowledges that its work pursuant to this Contract is, at COMMISSION’S direction, strictly limited to gathering data and other information regarding one 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. In that regard, the following limitations shall apply to CONTRACTOR’S future use of data and information collected by CONTRACTOR during the course of its work for COMMISSION, in addition to any other conditions and limitations imposed by this Contract:

A. All data and information collected by CONTRACTOR during the course of this project, in whatever form, shall be the sole property of the COMMISSION. CONTRACTOR shall maintain said data and information on behalf of the COMMISSION in form and substance consistent with accepted research practices throughout the course of this Contract. Research findings and results generated from the data may be used internally by the COMMISSION for planning purposes prior to publication by the CONTRACTOR. The COMMISSION will not disseminate any data beyond its internal staff without the consent of the CONTRACTOR.

B. To facilitate this joint ownership, the COMMISSION will develop a “Virtual Private Network” for file sharing via the Internet. Until such system is developed, the CONTRACTOR shall provide data to the COMMISSION at time intervals determined by the COMMISSION and CONTRACTOR to be appropriate for the work of the project.

C. Both the CONTRACTOR and the COMMISSION shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to the Contract. Any raw data collected by the CONTRACTOR will be provided to the COMMISSION only after individual identifiers (with the exemption of zip codes) have
been removed from the raw data. CONTRACTOR shall be responsible for complying with all applicable state and federal laws governing the gathering, use, and protection of personal information.

D. For any data gathering, informed consents shall be obtained and the CONTRACTOR is responsible for fulfilling any requirements pertaining to and in compliance with HIPAA and an Institutional Review Board for Human Subjects Protection.

E. At the conclusion of CONTRACTOR’S work, whether through expiration or termination of this Contract, CONTRACTOR shall promptly turn over to COMMISSION all data and information collected, along with all required reports in the following format: all original data and reports must be submitted in hard copy and electronic format within 30 days after expiration or termination to Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First - Proposition 10 Commission (aka First 5 LA) with copies sent to designated director.

F. CONTRACTOR shall maintain notes, business records, and working papers on file for a period of not less than four (4) years following the termination or expiration of this Contract, and shall provide COMMISSION access to said records for inspection and copying upon seven (7) days written notice from COMMISSION. CONTRACTOR specifically agrees to comply with the California Public Records Act (Government Code Section 6250, et seq.) as directed or requested by COMMISSION.

G. Any software or equipment developed by CONTRACTOR at COMMISSION’S direction and/or expense during the course of this Contract shall become the sole property of COMMISSION. COMMISSION shall have the right to consent to and participate financially in any licensing or sales Contract relating to such software or equipment.

H. The timing, format, and manner of the dissemination of any data or information gathered pursuant to this Contract and any report of results, conclusions or recommendations prepared by CONTRACTOR shall be at the sole discretion of the COMMISSION. COMMISSION shall attribute the work to CONTRACTOR upon any such release.

I. CONTRACTOR may not use the data and information collected pursuant to this Contract without the prior written consent of COMMISSION’S Executive Director or her designee. Such consent must be requested in
writing, stating the specific purpose for which consent is being sought, not less than ten (10) working days in advance of any such use.

J. CONTRACTOR is given a royalty-free, non-exclusive license to use such work solely for education and scholarly purposes that relate to development of methodology, evaluation approaches, research measures, and statistical analysis.

K. If the CONTRACTOR uses any data from this project for a purpose that will result in profit or financial compensation to CONTRACTOR or any party related to CONTRACTOR, such fact must be disclosed in a written request for consent by CONTRACTOR and submitted to the COMMISSION. In such cases, COMMISSION shall have the right to enter into a royalty, licensing, or reimbursement Contract with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge the participation and funding with “Funded without endorsement, by First 5 LA” and shall provide the COMMISSION with two (2) copies of the published material.

L. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to this Contract.

M. CONTRACTOR 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 First 5 LA funds pursuant to this Contract, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.

N. COMMISSION and CONTRACTOR agree that all personal property purchased with funds provided under this Contract shall become the property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION.

This section is applicable to all subcontractors in the performance of their services under the Program.
XI. CONFLICT OF INTEREST

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and regulations applicable to the CONTRACTOR under California law. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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 SAMPLE INITIATIVE. During the term of this Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

XII. INFORMATION TECHNOLOGY REQUIREMENTS

CONTRACTOR 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 CONTRACTOR’S program:

A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION’S infrastructure.
B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
C. Ability to collect information at the client-level, as necessary.
D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
E. Ability to export to and import the data collected.

F. CONTRACTOR will be required to obtain a digital certificate to submit documentation to COMMISSION electronically for recording and processing by COMMISSION staff. Digital certificate must be obtained from approved Certificate Authority (CA) vendor providing a Public Key Infrastructure (PKI). Digital certificate must be maintained by CONTRACTOR throughout contract period.

XIII. INSURANCE

Without limiting CONTRACTOR’S duty to indemnify COMMISSION during the term of this Contract, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Contract. 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 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 XIV prior to the commencement of work under this Contract. 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.

Notwithstanding any other provisions of this Agreement, failure by CONTRACTOR to maintain the required insurance shall constitute a breach of this Contract and COMMISSION may immediately terminate or suspend this Contract as a result, or secure alternate insurance at CONTRACTOR’S expense. CONTRACTOR shall ensure that subcontractors comply with all insurance requirements described in this Section.

It is specifically agreed by the Parties that this Section IX 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 IX. Nothing in this Contract is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR 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.
CONTRACTOR’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 employee” 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 CONTRACTOR.

CONTRACTOR and subcontractors shall provide policies of liability insurance of at least the following coverages and limits:

A. 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) 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 CONTRACTOR must purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

B. 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 Contract and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

C. 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.
D. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of CONTRACTOR 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 CONTRACTORS, who have a professional liability exposure relating to the work performed for COMMISSION under the terms of this contract, are required to provide evidence of Professional Liability coverage.

E. Property Insurance

Such insurance shall be required only in the event the Contract 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.

F. Crime Coverage Insurance

Such insurance shall be in the amount 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.

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. CONTRACTOR must submit a copy of the self-insured certificate issued by the State of California.

XIV. LIABILITY AND INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind,
whether actual, alleged or threatened, actual attorney fees incurred by CONTRACTOR, 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 CONTRACTOR’S performance of this Contract including, without limitation, matters of active or passive negligence on the part of the COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, or damages arising out of or caused by COMMISSION’S sole negligence as determined by a court of competent jurisdiction.

XV. ACCOUNTABILITY

A. The CONTRACTOR will work under the direction of Evelyn V. Martinez, Executive Director of Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) and/or designated departmental director(s) of Planning and Development, Grants Management, Contracts & Legal Compliance, Finance, Public Affairs, and/or Research and Evaluation to ensure appropriate documents and activities are in compliance. The CONTRACTOR shall copy all communications to designated director(s) and will deliver routine updates and check-ins including preliminary reports (Exhibit E) and final reports (Exhibit F), over the course of this Contract period.

B. The COMMISSION will make relevant, non-confidential and non-privileged information available and accessible to the CONTRACTOR in order to successfully complete the project.

C. The CONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and CONTRACTOR, with the highest degree of quality and service to the COMMISSION.

D. Both CONTRACTOR and COMMISSION will conduct themselves and their work in an ethical manner with high integrity and respect for the individuals involved in this process.

E. COMMISSION reserves the right to modify this CONTRACT and the programs and services provided by CONTRACTOR pursuant to this Contract 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 CONTRACTOR’S program and service. The evaluation(s) shall include, but are not limited to, Contract compliance and the effectiveness of program
planning and implementation. COMMISSION at its sole discretion will conduct on-going assessments of the program.

F. CONTRACTOR 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.

G. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which required 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.

The CONTRACTOR shall not provide technical assistance to any grantee, agency, and/or collaborators with which the CONTRACTOR has a prior or existing business relationship. It is the responsibility of CONTRACTOR to avoid any activity that might create a legal conflict of interest under California law or the appearance of any such conflict. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from COMMISSION during the course of this Contract.

XVI. INTERPRETATION AND JURISDICTION

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

XVII. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.
XVIII. PAYMENTS TERMS

All checks are to be made out to «Payee Name». Monthly invoices based on actual expenses are to be submitted by the CONTRACTOR to the COMMISSION by the 20th day of each month and must be addressed to the attention of Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION’S receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay CONTRACTOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before 20th day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and reports have been submitted to the COMMISSION. If CONTRACTOR does not comply with the timeframe set forth in this Section XVIII, CONTRACTOR 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.

XIX. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

COMMISSION’S payment obligations pursuant to this Contract are payable solely from funds appropriated by the 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.

The COMMISSION and the CONTRACTOR expressly agree that full funding for the Contract over the entire Term of Contract 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 current or subsequent Contract years at a level that is generally proportionate to the reduction.
XX. TERMINATION OF SERVICES

Either party may terminate this Contract after providing ten (10) days written notice to the other party at the address first set forth above. When CONTRACTOR’S services conclude, all unpaid fees and expenses become due and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Contract and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or CONTRACTOR shall immediately terminate this Contract.

XXI. ENTIRE UNDERSTANDING

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

XXII. ATTORNEY FEES

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

XXIII. RECORDS AND AUDITS

COMMISSION reserves the right at any time during CONTRACTOR business hours at its discretion and upon reasonable notice to audit, examine records and require supporting documentation to substantiate CONTRACTOR reported expenses and basic service level estimates of work completed.

XXIV. NOTICES

Any notices, reports, or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR’S and COMMISSION’S regular business hours
or by facsimile before or during CONTRACTOR’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.

Notices to CONTRACTOR

Notices will be sent to CONTRACTOR addressed as follows:

<table>
<thead>
<tr>
<th>Primary Contact Person</th>
<th>Telephone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Contact Person</td>
<td>Telephone</td>
<td>E-mail</td>
</tr>
</tbody>
</table>

CONTRACTOR Name

CONTRACTOR Address

Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:
FIRST 5 LA
Attention: [DESIGNATED DIRECTOR]
750 North Alameda Street, Suite 300
Los Angeles, California 90012

With a copy of any Contract changes or amendments to:
Craig A. Steele
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]
XXV. SIGNATURES

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below.

CONTRACTOR
Agreed & Accepted

Sample Director, CEO
SAMPLE

COMMISSION
Approved as to form:

Craig A. Steele
Legal Counsel

Agreed & Accepted:

Evelyn V. Martinez
Executive Director
Los Angeles County Children and Families First
Proposition 10 Commission (aka First 5 LA)