

CONTRACT

«CONTRACTOR NAME»

Contract No. «Contract Number»

CONTRACT

This Contract is dated «Month» «Day», «Year» (“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 «**CONTRACTOR NAME**», whose address is «Contractor Address» (“CONTRACTOR”).

RECITALS

A. COMMISSION Objectives:

1. Vision. Throughout Los Angeles’ diverse communities, all children are born healthy and raised in a safe, loving and nurturing environment so that they grow up healthy in mind, body and spirit, and are eager to learn with opportunities to reach their full potential.
2. Mission. COMMISSION in partnership with others, strengthens families, communities, and systems of services and supports so that all children in L.A. County enter kindergarten ready to succeed in school and life.
3. Values. Our values act as guiding principles for how we do our work, the culture we aim to promote and a benchmark to measure behaviors and performance.

a. Overarching Organizational Value.

Collaboration: We believe joint effort toward common goals achieves trust and produces greater impact for L.A. County’s youngest children and their families.

b. Six Core Values

1. Integrity: We believe fidelity to our values builds credibility, trust, fairness and consistency.
2. Respect: We believe in honoring and nurturing every individual and community.
3. Accountability: We believe results matter and that a focus on transparency and excellence yields improved outcomes, work quality and stewardship of resources.
4. Partnership: We believe that by working with others who share our aspirations for young children, we can maximize every child’s readiness for kindergarten and success in life.

5. Shared Leadership: We believe that together we can ensure that every child enters kindergarten ready to succeed in school and life.
 6. Learning: We believe learning never ends, so we are committed to critical thinking and continuous innovation.
4. Investment Guidelines. COMMISSION's investment guidelines are that COMMISSION will:
- a. Focus on prevention.
 - b. Focus on systems and policy change.
 - c. Seek to have a broad impact, affecting large numbers of people.
 - d. Prioritize investments that strengthen families and, whenever possible, improve community capacity.
 - e. Prioritize the identification and scaling up of evidence--based practices.
 - f. Engage partners at the earliest possible stage of activity and/or investment.

The parties agree as follows:

I. «PMSOW»

CONTRACTOR shall perform the services as more particularly described in the «PMSOW», attached as **Exhibit A**. If required under the «PMSOW», CONTRACTOR shall deliver to COMMISSION all reports within the timeframes set forth in **Exhibit A**. Any report prepared by CONTRACTOR, as required under **Exhibit A** under this Contract, is incorporated into this Contract as **Exhibit D** upon receipt by COMMISSION from CONTRACTOR. COMMISSION may amend the «PMSOW» throughout the term of this Contract.

II. PERSONNEL

CONTRACTOR has, or will secure at its own expense, all personnel required to perform the services required under this Contract. All of the services 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 services. CONTRACTOR's services performed pursuant to this Contract shall be directed by «CONTRACTOR NAME», 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 services required under this Contract on the effective date of this Contract, as set forth in the introductory clause. CONTRACTOR shall perform the services and provide deliverables, if applicable, 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 «**Contract End Date**» ("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 CONTRACTOR's services provided under this Contract, COMMISSION shall pay CONTRACTOR a total fee not-to-exceed «**WRITTEN_DOLLAR_AMOUNT**» (**\$«Contract_Amount»**), in accordance with the Budget Forms, attached as **Exhibit B**, and in accordance with the payment terms set forth in Paragraph C of this Section V. The total fee includes payment of all taxes and insurance, as well as indirect costs, overhead, materials and supplies. CONTRACTOR's indirect costs shall be limited to ten percent (10%) of CONTRACTOR's total contracted amount, excluding costs related to subcontracts, capital expenditures, equipment and depreciation. Indirect costs exceeding the ten percent (10%) are CONTRACTOR's sole responsibility. COMMISSION shall not withhold federal or state payroll and other taxes, or other deductions from payments made to CONTRACTOR.
- B. Additional Services. COMMISSION shall not allow any claims for additional services performed by CONTRACTOR unless the additional services are authorized by COMMISSION in writing prior to the performance of the additional services or the incurrence of additional expenses. Any additional services authorized by COMMISSION shall be compensated at a rate mutually agreed to by the parties.
- C. Method of Payment. Not later than the last business day of each month, CONTRACTOR shall submit to COMMISSION invoices for services performed and expenses incurred and paid by CONTRACTOR pursuant to this Contract utilizing an invoice form (1) provided to CONTRACTOR by COMMISSION or (2) prepared by CONTRACTOR and approved as

to form by COMMISSION. All properly completed invoices submitted by CONTRACTOR are collectively incorporated into this Contract as **Exhibit C** upon COMMISSION's receipt of each invoice. CONTRACTOR shall address invoices to the COMMISSION staff per the instructions provided on the invoice form provided to CONTRACTOR from COMMISSION. The COMMISSION provided invoice forms shall describe in detail the services performed, deliverables provided, if applicable, and actual expenses incurred and paid by CONTRACTOR during the prior month. The invoice forms prepared by CONTRACTOR, and approved as to form by COMMISSION, shall include, at a minimum, the following information: CONTRACTOR name, Program Name, Report Period, Invoice Amount, Approved Budget by Category, Year-to-Date ("YTD") Actual Total, Approved Budget Total and Budget Balance. 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 a timely submitted invoice. COMMISSION shall make checks payable to CONTRACTOR or the Payee, as listed in Section XXVI. If CONTRACTOR fails to timely submit a properly completed invoice on or before the last business day of a month in accordance with this Paragraph C, 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 services. 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. CONTRACTOR's submission of fraudulent invoices shall constitute a material breach of this Contract.

VI. EXPENDITURES BY CONTRACTOR

A. Budget Modifications.

1. Informal Budget Modifications. CONTRACTOR may only make one (1) informal modifications to the budget, as set forth in **Exhibit B**, during the term of this Contract at any time. Notwithstanding Section XXVII of this Contract, CONTRACTOR may:

- a. Modify an originating cost category with a total of Five Thousand Dollars (\$5,000) or less and incur expenses pursuant to an informal budget modification, provided that CONTRACTOR submits a memorandum to COMMISSION with the «Invoicing» invoice required under Paragraph C of Section V of this Contract that explains the informal modification; or
 - b. Modify an originating cost category with a total that is greater than Five Thousand Dollars (\$5,000) and incur expenses that are less than or equal to ten percent (10%) of the amount of the total originating cost category pursuant to an informal budget modification, provided that CONTRACTOR submits a memorandum to COMMISSION with the «Invoicing» invoice required under Paragraph C of Section V of this Contract that explains the informal modification.
2. Formal Budget Modification.
- a. Notwithstanding Section XXVII of this Contract, prior to incurring any costs, CONTRACTOR shall obtain COMMISSION's prior written approval, pursuant to a formal budget modification.
 - b. A formal budget modification is 1) any modification to an originating cost category with a total of more than Five Thousand Dollars (\$5,000), in which the modification will exceed ten percent (10%) of the total originating cost category; or 2) any modification to a cost category for which no dollar amount is budgeted.
 - c. CONTRACTOR shall address and send a request for a formal budget modification to the COMMISSION staff (the "designated COMMISSION staff"), with the appropriate "Formal Budget Modification Summary" forms on or before the first (1st) of the month prior to the month in which the actual expenses will be incurred. CONTRACTOR shall not be permitted a formal budget modification during the first two (2) months or the last two (2) months of the term of this Contract, unless authorized by COMMISSION staff.
 - d. CONTRACTOR is only permitted one (1) approved formal budget modifications during the term of this Contract. COMMISSION's approval of a formal budget modification shall be contingent on CONTRACTOR's timely submission of documentation required by COMMISSION.

- B. CONTRACTOR shall restrict its use of payments made by COMMISSION to CONTRACTOR under Section V of this Contract to CONTRACTOR's performance of the services 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.
- C. If applicable, any activities under the Capital Improvement/Renovation cost category must be completed within the first year of this project. CONTRACTOR shall submit all adjustments to the designated COMMISSION staff for approval. It shall be CONTRACTOR's sole responsibility to comply with all applicable land use, permitting, environmental, contracting and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.
- D. If applicable, any purchases under the Equipment cost category must be completed within the first year of this project. Any exceptions to the requirements of this Paragraph D shall require prior notification by CONTRACTOR to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.
- E. If applicable, any expenses under the Space and Telephone cost category shall be calculated based on a reasonable allocation methodology.

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 «PMSOW»
- Exhibit B BUDGET FORMS
- Exhibit E COMPLIANCE GUIDELINES
- Exhibit F DATA USE APPROVAL FORM
- Exhibit G STYLE GUIDE

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

- Exhibit C INVOICE(S)
- Exhibit D REPORTS

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 services under this Contract includes, at COMMISSION's direction, gathering data and information, evaluating the data and information, or 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 COMMISSION's sole property. CONTRACTOR shall maintain the data and information on COMMISSION's behalf in form and substance consistent with accepted research practices throughout the term of this Contract. Within thirty (30) calendar days of the expiration or termination of this Contract, CONTRACTOR shall deliver all original collected data and information to the designated COMMISSION staff in hard copy, and electronic format, or in such other format as requested by the designated COMMISSION staff. CONTRACTOR shall cease use of all data and information at the expiration or termination of this Contract.
2. COMMISSION, in its sole discretion, 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. CONTRACTOR shall not disseminate the data and information without COMMISSION's Executive Director's, or Executive Director's designee's, prior written consent. CONTRACTOR shall request COMMISSION's consent to disseminate the data and information in writing not less than ten (10) business days in advance of the dissemination by submitting the Data Use Approval Form, attached as **Exhibit F**. CONTRACTOR's request shall state the specific purpose for which consent is being sought. If CONTRACTOR desires to use the data and information for a purpose that will result in profit or financial compensation to CONTRACTOR, or any party related to CONTRACTOR, CONTRACTOR shall submit a written request for consent to COMMISSION. In such cases, COMMISSION may enter into a royalty, licensing or reimbursement agreement with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for

purely academic or scientific purposes. In published material arising out of academic or scientific activities, 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 of 1996 ("HIPAA") (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which was enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L. 111-5), 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 XXVI 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. CONTRACTOR shall immediately notify COMMISSION upon discovery of any breach of confidential data and information and of CONTRACTOR's participation in legal or non-legal actions to remedy such breaches. A breach of confidential data and information shall constitute a material breach of this Contract. If CONTRACTOR is a "covered entity" or "business associate," as the terms are defined under HIPAA, CONTRACTOR shall comply with the requirements of HIPAA and the HIPAA Rules in protecting the privacy and security of health information and providing individuals with certain rights with respect to their health information, and shall comply with the Evaluation and Investigation of Alleged

Noncompliance with Client Confidentiality Process set forth in **Exhibit E**.

7. 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’s 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 literary, artistic and intellectual works, including software, materials, published documents or reports created by CONTRACTOR in the performance of this Contract are works made for hire. COMMISSION shall own the copyright in all works made for hire. CONTRACTOR shall not file an application for copyright registration of the works made for hire. 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.

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 services conducted by CONTRACTOR pursuant to this Contract that the programs and services 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 services conducted by CONTRACTOR pursuant to this Contract conform to the formatting requirements outlined in **Exhibit G** (COMMISSION’s Style Guide) including the appropriate display of COMMISSION’s logo and a funding attribution statement. In all documents to be created and distributed by CONTRACTOR pursuant to this Contract, CONTRACTOR shall include, in a prominent location that

conforms to **Exhibit G**, the COMMISSION's logo and the statement "Funded by First 5 LA, a leading public grantmaking and child advocacy organization", and shall provide COMMISSION staff with material for review and approval prior to finalizing the print publication or digital media.

- 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 Project 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 physically retain items of tangible personal property within the thirty (30) calendar days immediately preceding and or following the completion of the project or initiative that is the subject of this Contract, whether completed within the Term of this Contract or any other subsequent agreement executed by COMMISSION and CONTRACTOR. The terms of this Section XIII shall survive the expiration or termination of this Contract.

XIV. CONFLICT OF INTEREST AND CONFIDENTIALITY

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 (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Contract, CONTRACTOR shall retain the right to perform similar services not related to the 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 which the 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 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 «PROGRAM_NAME» PROGRAM without the prior written consent of COMMISSION’s Executive Director or Executive Director’s designee.

XV. INFORMATION TECHNOLOGY REQUIREMENTS

- A. If applicable to the performance of services 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 services 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 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 with minimum limits of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, or non-owned autos, as each may be applicable. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01. For vehicles funded by this 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 services or if the services or a portion of the services performed by 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 services under this Contract. CONTRACTOR shall maintain the insurance for three (3) years after the completion of CONTRACTOR's services 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 services under this Contract, CONTRACTOR must purchase extended reporting coverage for a minimum of three (3) years after the completion of CONTRACTOR's services 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.
 6. Crime Liability coverage with a minimum limit of twenty-five thousand dollars (\$25,000) covering loss of money, securities or other property as a result of employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary or robbery. COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.
- 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 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 services 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 XXVI prior to CONTRACTOR's performance of services 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 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 include all subcontractors as insureds under CONTRACTOR's own policies or shall require all subcontractors performing services 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.

- N. CONTRACTOR also shall promptly report to COMMISSION any injury or property damage accident or incident, including any injury to a CONTRACTOR's employee occurring at a COMMISSION sponsored event, and any loss, disappearance, destruction, misuse, or theft of COMMISSION property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COMMISSION of any third party claim or suit filed against COMMISSION or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COMMISSION.

XVII. INDEMNIFICATION

- A. Indemnity for Professional Liability. When the law establishes a professional standard of care for CONTRACTOR's services or if the services or a portion of the services 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 services 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 services in compliance with the terms and timelines set forth in **Exhibit A** in accordance with the procedures set forth in **Exhibit E**. CONTRACTOR shall copy all written communications related to the performance of services under this Contract to the designated COMMISSION staff. CONTRACTOR shall update the designated COMMISSION staff concerning the performance of services under this Contract, including, if applicable, completing and submitting reports according to the time and manner required by COMMISSION, to be incorporated as **Exhibit D**. If CONTRACTOR fails to achieve a performance objective 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 E**. COMMISSION, at its sole discretion, may also place the CONTRACTOR into non-compliant status without a Corrective Action Plan. The rights and obligations created by the Compliance Guidelines, attached as **Exhibit E**, with respect to contract compliance, shall survive the expiration or termination of this Contract.

- 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 services 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 services 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 services under this Contract. CONTRACTOR shall comply with COMMISSION's inquiries and requests for information arising out of such evaluations within the timeframe specified by COMMISSION in the inquiry or request. The evaluation(s) shall include, but are not limited to, contract compliance and the effectiveness of CONTRACTOR's performance of the services 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 services 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 services 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 services 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 SERVICES

- 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 services satisfactorily rendered to the effective date of termination. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section XXII.A.
- 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. COMMISSION shall not be liable to CONTRACTOR for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section XXII.B.
- 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 services described in **Exhibit A** or a party's material breach of any provision of this Contract. COMMISSION shall compensate CONTRACTOR for services satisfactorily rendered to the effective date of termination. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section XXII.C

XXIII. SURVIVAL CLAUSE

Notwithstanding the Term of this Contract, all terms and conditions set forth in **Exhibit A** related to the delivery of any required report to COMMISSION by CONTRACTOR shall survive the expiration or termination of this Contract. CONTRACTOR shall prepare and provide to COMMISSION all reports required under **Exhibit A** at no additional cost to COMMISSION.

XXIV. 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.

XXV. 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 and (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 XXV shall survive the expiration or termination of this Contract for four (4) years.

XXVI. 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:

Primary Contact Person	Telephone	E-mail
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Fiscal Contact Person	Telephone	E-mail
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CONTRACTOR Name

Name of Payee (if different from above)

CONTRACTOR Address

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.

XXVII. 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.

XXVIII. MODIFICATION OF CONTRACT

Except as otherwise provided in this 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.

XXIX. 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 XXIX, "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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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

CONTRACTOR

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

«CONTRACTOR_NAME»

By: _____
Name: Kim Belshé
Title: Executive Director

By: _____
Name: «Signatory»
Title: «Title»
[If a corporation: Board Chairman,
President or VP]

Approved as to Form:

By: _____
Name: Craig A. Steele
Title: Legal Counsel

By: _____
Name: «Signatory 2»
Title: «Title 2»
[If a corporation: Secretary, Asst.
Secretary, CFO or Asst.
Treasurer]