



CONTRACT

JULIA A. JUSTUS

Contract No. 10287

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CONTRACT

This Contract is dated March 1, 2021 (“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 JULIA A. JUSTUS (“CONTRACTOR”), collectively referred to as the “Parties”.

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. SCOPE OF WORK

CONTRACTOR shall perform the services as more particularly described in the Scope of Work, attached as **Exhibit A**. If required under the Scope of Work, CONTRACTOR shall deliver to COMMISSION all reports within the timeframes set forth in **Exhibit A**. Any report prepared by CONTRACTOR under this Contract is incorporated into this Contract as **Exhibit D** upon receipt by COMMISSION from CONTRACTOR. COMMISSION may amend the Scope of Work 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 **JULIA A. JUSTUS**. CONTRACTOR shall not assign or change personnel performing services under this Contract without the prior written approval of the

COMMISSION staff designated to this Contract (“designated COMMISSION staff”), which approval may be withheld in his or her sole and absolute discretion. CONTRACTOR shall submit requests for approval of or changes to personnel to the designated COMMISSION staff prior to such person’s performance of services under this Contract.

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 **June 30, 2022** (“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 **SIXTY FIVE THOUSAND THREE HUNDRED AND THIRTY FIVE (\$65,335)**, 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.
- 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 during the prior month 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 (the “designated

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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 (e.g. expenses incurred in March shall be invoiced by April 30). 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 as listed in Section XXVI or at CONTRACTOR’s election, COMMISSION shall make payments through automated clearing house (ACH) in which funds are electronically deposited to the CONTRACTOR’s bank account as specified in an authorization form. 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. Provided that CONTRACTOR is in full compliance with all provisions of this Contract and is not in material breach of this Contract, 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. Modifications to the Budget.

1. Budget Amendments. **Exhibit B** shall be modified only by a writing signed by both Parties in accordance with Section XXVIII of this Contract. CONTRACTOR shall submit budget modification requests

to the designated COMMISSION staff prior to incurring the modified expenses.

2. Reallocation of hours listed in Exhibit B. Notwithstanding Section VI.A.1 of this Contract, COMMISSION may approve reallocation of hours per Task/Deliverable that a) does not impact the not-to-exceed compensation amount in Section V of this Contract and b) does not exceed a composite rate of \$150 or as listed in **Exhibit B**, whichever is higher. CONTRACTOR shall obtain COMMISSION's prior written approval by submitting a request for reallocation of hours to COMMISSION staff (the "designated COMMISSION staff") which shall be subject to COMMISSION's sole and absolute discretion.
- 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.

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 SCOPE OF WORK

- Exhibit B BUDGET FORMS
- Exhibit E COMPLIANCE GUIDELINES
- Exhibit F DATA USE APPROVAL FORM
- Exhibit G STYLE GUIDE
(Please see <https://www.first5la.org/article/branding>)

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

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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. **Data and Information Ownership.** 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. **Dissemination of Data and Information.** 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.

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3. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of the data and information. CONTRACTOR shall require that its personnel performing work and providing deliverables under this Contract comply with the confidentiality provisions of this Contract.
4. To the extent permitted by state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which was enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L. 111-5), CONTRACTOR shall provide COMMISSION with all collected raw data and information, including individual identifiers, and, upon COMMISSION's request, permit COMMISSION to review collected raw data and information at CONTRACTOR's address specified in Section 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 Family Educational Rights and Privacy Act (FERPA), the HIPAA Administrative Simplification Regulations and the 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.

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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 EXECUTIVE RECRUITMENT 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

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products and completed operations, property damage, bodily injury and personal and advertising injury. 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. If the policy is on a claims-made basis, 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.

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.
 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.
- 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

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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. 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.3. 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.3.
- 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.

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- 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's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION. COMMISSION utilizes myCOI Central, software management system to collect certificates of insurance and to track and verify CONTRACTOR's insurance coverage. Upon CONTRACTOR's receipt of this executed Agreement, CONTRACTOR will receive an email from ccd@first5la.org. CONTRACTOR must follow the instructions contained in the email and complete the online registration within 10 business days after execution of the agreement. Upon completion of registration, COMMISSION will request proof of insurance directly from CONTRACTOR's insurance agent(s).
- J. 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.
- K. 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.
- L. 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 his or her designee. Copies of CONTRACTOR's audited financial statements to support any self-insurance or other financial documents may be required by COMMISSION.
- M. 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.
- N. CONTRACTOR's failure to maintain the policies of insurance required under this Section XVI, complete registration in myCOI Central, or submit

compliant certificates of insurance shall constitute a breach of this Contract for which COMMISSION may withhold 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.

- O. 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 the 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 the 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. CONTRACTOR shall respond to COMMISSION's inquiries and requests for information arising out of the performance of this Contract within the timeframe specified by COMMISSION in its inquiry or request.
- H. 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.

- I. 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.
- J. 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 interpreted and governed according to 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

- A. 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.
- B. Contractor shall ensure that Contractor, its employees and subcontractors, as well as the participants in any program or service conducted hereunder, comply with all applicable federal, State and local public health orders to protect against the spread of the COVID-19 virus or other public health threat, including, without limitation, maintaining social distancing requirements, avoiding unnecessary or non-essential gatherings, and providing or requiring personal protective devices such as face masks, gloves and cleaning supplies.

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 or (ii) audit and examine the records and require supporting documentation, such as employee timesheets and invoices, to substantiate CONTRACTOR's invoices. COMMISSION may, upon seven (7) days' advance written notice to CONTRACTOR, inspect and copy the records. The terms of this Section XXV shall survive the expiration or termination of this Contract for four (4) years.
- C. CONTRACTOR shall participate in and cooperate with statewide evaluations of California Proposition 10 (1998) ("Proposition 10") efforts and reporting of data required by First 5 California as requested by COMMISSION. CONTRACTOR shall be relieved of this participation

CONTRACT NUMBER: **10287**

obligation if CONTRACTOR provides COMMISSION with written notification that CONTRACTOR's participation would violate the Family Educational Rights and Privacy Act (FERPA), 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), federal, state or local laws, confidentiality agreements, or any CONTRACTOR policies related to the dissemination of confidential data. No release from the obligation to participate in statewide evaluations of Proposition 10 efforts shall release CONTRACTOR from its obligation to provide aggregate data or completed surveys about systems change and operations accomplished by CONTRACTOR, its lead agency or collaborative partners.

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:

Julia A. Justus
1916 Carnegie Lane #C
Redondo Beach, CA 90278

Primary Contact

Julia A. Justus
310-922-7965
julie@j2mconsult.onmicrosoft.com

Fiscal Contact

Julia A. Justus
310-922-7965
julie@j2mconsult.onmicrosoft.com

To COMMISSION:

FIRST 5 LA, Contract Administration and Purchasing Department
Attention: Marilu Guzman, Contract Operations & Compliance Officer

CONTRACT NUMBER: **10287**

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, including its Exhibits. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Contract 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 (1) shall be effective unless it is in writing and signed by the Party making the waiver; (2) shall be deemed to be a waiver of, or consent to, any other breach, failure of condition or right or remedy; or (3) shall be 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 supersedes 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.

CONTRACT NUMBER: **10287**

[SIGNATURES PAGE FOLLOWS]

XXXVI. SIGNATURES

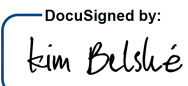
The Parties, through their respective duly authorized signatories, are signing this Contract on the date stated in the introductory clause.

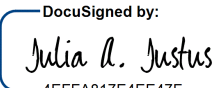
COMMISSION

CONTRACTOR

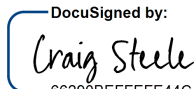
Los Angeles County Children and Families First Proposition 10 Commission, aka First 5 LA

Julia A. Justus

By: 
Name: Kim Belshé
Title: Executive Director

By: 
Name: Julia A. Justus
Title: Principal

Approved as to Form:

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



AGREEMENT #	00838
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**LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)**

GRANT AGREEMENT

For

Early Identification and Intervention Initiative: First Connections

FOR THE PERIOD

April 1, 2021 to June 30, 2021

COMMISSIONERS

Los Angeles County Supervisor
Sheila Kuehl
Chair

Judy Abdo
Vice Chair

Barbara Ferrer, Ph.D., M.P.H., M.Ed.	Jonathan E. Sherin, M.D., Ph.D.
Astrid Heger, M.D.	Romalis J. Taylor
Yvette Martinez	Keesha Woods
	Marlene Zepeda, Ph.D.

EX OFFICIO MEMBERS

Bobby Cagle
Wendy Garen
Karla Pleitez Howell
Deanne Tilton

EXECUTIVE DIRECTOR

Kim Belshé

EXECUTIVE VICE PRESIDENT

John A. Wagner

**GRANT AGREEMENT FOR
EARLY IDENTIFICATION AND INTERVENTION INITIATIVE: FIRST CONNECTIONS**

This Grant Agreement, made and entered into this 1st day of April 2021, by and between

**LOS ANGELES COUNTY
CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)
Hereinafter referred to as
“COMMISSION”**

and

ALTAMED HEALTH SERVICES CORPORATION

**Hereinafter referred to as
“GRANTEE,”**

Collectively referred to as the “Parties”

GRANT AMOUNT: \$20,000
GRANT NUMBER: 00838

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

EARLY IDENTIFICATION AND INTERVENTION INITIATIVE: FIRST CONNECTIONS GRANT

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The Parties agree as follows:

1. **GRANT AGREEMENT DOCUMENTS**

1.1. Entire Agreement. This Grant Agreement and all exhibits referred to in this Grant Agreement 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 Grant Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Grant Agreement.

1.2. Exhibits. The following exhibits constitute a part of this Grant Agreement and are incorporated into this Grant Agreement by this reference:

Exhibit A PERFORMANCE MATRIX

Exhibit B BUDGET and BUDGET NARRATIVE

Exhibit C COMPLIANCE GUIDELINES

Exhibit E DATA USE APPROVAL FORM

Exhibit G STYLE GUIDE
(Please see <https://www.first5la.org/article/branding>)

Exhibit H INITIAL DATA INDICATOR LIST

The following exhibits constitute a part of this Grant Agreement and are incorporated into this Grant Agreement upon receipt by COMMISSION from GRANTEE:

Exhibit D REPORTS AND SUSTAINABILITY PLAN

Exhibit F INVOICE(S)

1.3. Precedence. If any inconsistency exists or arises between a provision of this Grant Agreement and a provision of any exhibit, the provisions of this Grant Agreement shall control.

2. **COMMISSION OBJECTIVES AND PROGRAM PURPOSE**

2.1. 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.

2.2. 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.

2.3. 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.

2.3.1. 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.

2.3.2. Six Core Values.

- a. Integrity: We believe fidelity to our values builds credibility, trust, fairness and consistency
- b. Respect: We believe in honoring and nurturing every individual and community.
- c. Accountability: We believe results matter and that a focus on transparency and excellence yields improved outcomes, work quality and stewardship of resources.
- d. 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.
- e. Shared Leadership: We believe that together we can ensure that every child enters kindergarten ready to succeed in school and life.
- f. Learning: We believe learning never ends, so we are committed to critical thinking and continuous innovation.

2.4. Investment Guidelines. COMMISSION's investment guidelines are that COMMISSION will:

- 2.4.1. Focus on prevention.
- 2.4.2. Focus on systems and policy change.
- 2.4.3. Seek to have a broad impact, affecting large numbers of people.
- 2.4.4. Prioritize investments that strengthen families and, whenever possible, improve community capacity.
- 2.4.5. Prioritize the identification and scaling up of evidence-based practices.
- 2.4.6. Engage partners at the earliest possible stage of activity and/or investment.

2.5. Purpose of Funds. COMMISSION is providing grant funds to GRANTEE for the programs and services described in **Exhibits A and B** in order to assist GRANTEE in improving service systems, changing policies, or providing programs in one or more of the established goals of outcome areas of "Families," "Communities," "Early Care and Education Systems," and "Health-Related Systems" outlined in the First 5 LA 2015-2020 Strategic Plan: Focusing for the Future.

3. **CONDUCT OF PROGRAM**

- 3.1. GRANTEE shall abide by the terms and conditions of this Grant Agreement and any written amendment to this Grant Agreement.
- 3.2. GRANTEE shall in a professional, safe and responsible manner, operate and conduct the programs and services outlined in **Exhibit A** in accordance with this Grant Agreement, applicable law, the general standards of care applicable to GRANTEE's business and the procedures set forth in **Exhibit C**.
- 3.3. If GRANTEE fails to achieve a performance objective by the due date set forth in **Exhibit A**, GRANTEE shall notify the COMMISSION staff designated to this Grant Agreement ("designated COMMISSION staff") of GRANTEE's failure within thirty (30) calendar days after the due date at which point the COMMISSION may modify **Exhibit A**, request from GRANTEE a written plan

detailing the corrective action steps GRANTEE proposes to take to achieve the performance objective and the time period required for reporting and compliance (“Corrective Action Plan”), place GRANTEE in non-compliant status pursuant to the Compliance Guidelines or terminate this Agreement pursuant to Section 31 of this Agreement for breach of this Agreement. Corrective Action Plans are subject to COMMISSION’s approval. If GRANTEE fails to comply with an approved Corrective Action Plan, COMMISSION may place GRANTEE in non-compliant status in accordance with the Compliance Guidelines, attached as **Exhibit C**. COMMISSION, at its sole discretion, may also place the GRANTEE into non-compliant status without a Corrective Action Plan. The rights and obligations created by the Compliance Guidelines, attached as **Exhibit C**, with respect to contract compliance, shall survive the expiration or termination of this Grant Agreement.

4. **TERM OF GRANT AGREEMENT**

The term of this Grant Agreement (“Grant Period”) shall be from **April 1, 2021** (“effective date”) through **June 30, 2021** (“expiration date”), unless sooner terminated pursuant to this Grant Agreement. COMMISSION may revise the term of this Grant Agreement prior to final execution of this Grant Agreement by all Parties.

5. **IMPLEMENTATION OF PROGRAM**

GRANTEE shall commence implementation of the programs and services outlined in **Exhibit A** within thirty (30) calendar days after the effective date of this Grant Agreement. GRANTEE shall conduct the programs and provide the services within the timelines indicated in **Exhibit A** in accordance with the procedures set forth in **Exhibit C**.

6. **RESTRICTED ACTIVITIES**

- 6.1. Funds appropriated by COMMISSION for the purpose of this Grant Agreement 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.
- 6.2. Funds appropriated by COMMISSION for the purpose of this Grant Agreement may not be used to influence voters to support or oppose any candidate, specific legislation, or ballot measure.

7. **PROGRAM EVALUATION AND REVIEW**

- 7.1. COMMISSION may evaluate the **Early Identification and Intervention Initiative: First Connections** and the program and services conducted by GRANTEE under this Grant Agreement on an ongoing basis throughout the Grant Period. Evaluations may include GRANTEE’s compliance with the terms and conditions of this Grant Agreement, the effectiveness of GRANTEE’s program planning and the effectiveness of the program’s impact. GRANTEE shall participate in and cooperate with any such evaluation and, if applicable, activities related to an Institutional Review Board (“IRB”) for the Protection of Human Subjects. GRANTEE shall ensure the cooperation of its subcontractors, employees, volunteers, staff and board members in any such evaluation to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION by GRANTEE during such evaluations. COMMISSION may modify the programs and services outlined in **Exhibit A** based upon evaluation results. COMMISSION may use evaluation results in its decisions regarding possible future agreements with GRANTEE.
- 7.2. GRANTEE shall participate in and cooperate with statewide evaluations of California Proposition 10 (1998) (“Proposition 10”) efforts and reporting of data required by First 5 California as requested by COMMISSION. GRANTEE shall be relieved of this participation obligation if GRANTEE provides COMMISSION with written notification that GRANTEE’s participation would violate 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), federal, state or local laws, confidentiality agreements, or any GRANTEE policies related to the dissemination of confidential data. No release from the obligation to participate in statewide evaluations of Proposition 10 efforts shall release GRANTEE from its obligation to provide aggregate data or completed surveys about systems change and operations accomplished by GRANTEE, its lead agency or collaborative partners.

- 7.3. GRANTEE shall, at its own expense, participate in and cooperate with any financial or program audit activities required by COMMISSION, the County of Los Angeles (“County”) or the State of California (“State”) during the four (4) calendar years immediately following the expiration or termination of this Grant Agreement. GRANTEE shall maintain and keep confidential and secure, for a period of four (4) calendar years following the expiration or termination of this Grant Agreement, all records and documents associated with the programs and services conducted pursuant to this Grant Agreement, including case files and records, receipts, payroll records (including employee timesheets and timecards), client and user complaints, reports, other records required to be maintained by other provisions of this Grant Agreement and all fiscal records. GRANTEE shall maintain the records and documents in a place and manner reasonably accessible to COMMISSION, the County or the State and their respective auditors. At any time during GRANTEE’s business hours and upon twenty-four (24) hours’ notice by COMMISSION to GRANTEE, GRANTEE shall allow COMMISSION, its staff, contractors or auditors, access to evaluate, audit, inspect and monitor GRANTEE’s facilities and program operations and the records and documents maintained in connection with this Grant Agreement. GRANTEE shall ensure the cooperation of its subcontractors, employees, volunteers, staff and board members in COMMISSION’s evaluation, audit, inspection, and monitoring efforts to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION by GRANTEE during its evaluation, audit, inspection and monitoring efforts. COMMISSION’s inspection methods may include: (i) on-site visits to GRANTEE’s facilities; (ii) interviews of GRANTEE’s staff and program participants; (iii) review, examination or audit of the records and documents; and (iv) inspection of GRANTEE’s internal monitoring and evaluation system. COMMISSION may require that GRANTEE provide supporting documentation to substantiate GRANTEE’s reported expenses and basic service level estimates of work completed by GRANTEE.
- 7.4. GRANTEE shall update the designated COMMISSION staff concerning the performance of services under this Agreement, including, if applicable, completing and submitting reports according to the time and manner required by COMMISSION. If required under the provisions of **Exhibit A**, GRANTEE shall submit reports and a Sustainability Plan, as applicable, to COMMISSION by the dates specified in **Exhibit A**. GRANTEE shall address reports and plans to the appropriate COMMISSION staff person and shall deliver them to the designated COMMISSION staff in hard copy, electronic format, or in such other format as requested by the designated COMMISSION staff. Reports and the Sustainability Plan, as applicable, are collectively incorporated into this Grant Agreement as **Exhibit D**. Reports shall contain basic service level estimates of work completed by GRANTEE per reporting period. Reports shall also detail the outcomes of the programs and services conducted by GRANTEE under this Grant Agreement. If required by COMMISSION, GRANTEE shall submit the reports through a secure Internet site provided by COMMISSION to GRANTEE. If applicable, the Sustainability Plan shall detail GRANTEE’s sustainability activities pursuant to the programs and services conducted by GRANTEE under this Grant Agreement.
- 7.5. GRANTEE shall cause the performance of an annual financial statement and compliance audit by a certified public accountant licensed by the State of California, which audit shall cover the GRANTEE’s fiscal year. GRANTEE shall make the audit available to COMMISSION on an annual basis within one hundred twenty (120) calendar days after the close of GRANTEE’S fiscal year and submit the audit to COMMISSION upon COMMISSION’s request. If GRANTEE either fails to produce or submit an acceptable audit or make the audit available upon COMMISSION’s request on or within one hundred twenty (120) calendar days after the close of GRANTEE’S fiscal year, or any COMMISSION approved extension of that one hundred twenty (120) calendar day period, COMMISSION may (i)

require that GRANTEE take immediate corrective actions or (ii) cause the performance of the audit at GRANTEE's expense.

- 7.6. GRANTEE 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.
- 7.7. GRANTEE shall respond to COMMISSION's inquiries and requests for information arising out of the performance of this Agreement within the timeframe specified by COMMISSION in its inquiry or request.

8. **DATA, INFORMATION AND RECORDS**

- 8.1. Data and Information Ownership. The data and information collected by GRANTEE and shared by GRANTEE with COMMISSION pursuant to this Agreement, in whatever form (including aggregated and disaggregated data), shall be the joint property of the parties. To facilitate this joint ownership, GRANTEE shall provide data to COMMISSION at time intervals determined by the parties to be appropriate for GRANTEE's performance of services under this Agreement. COMMISSION may use research findings and results generated from the data and information for any purpose prior to GRANTEE's publication of the findings and results. Neither COMMISSION nor GRANTEE shall disseminate the data and information beyond its internal staff without the other Party's approval. Upon COMMISSION's request, GRANTEE shall deliver to COMMISSION all forms of the data and information set forth in Exhibit H in the manner agreed to by the parties. From time to time, COMMISSION may request that GRANTEE supply additional non-individualized data to COMMISSION, and GRANTEE shall make reasonable commercial efforts to do so if the request complies with GRANTEE's data privacy policies and applicable law. Within thirty (30) calendar days of the expiration or termination of this Contract, GRANTEE shall deliver a copy of all data and information collected pursuant to Exhibit H to the designated COMMISSION staff in hard copy, and electronic format, or in such other format as requested by the designated COMMISSION staff.
- 8.2. Dissemination of Data and Information. The parties shall determine the timing, format and manner of the dissemination of the data and information and any report of GRANTEE's results, conclusions or recommendations for work specified in **Exhibit A**. If either Party desires to use the data and information for any purpose outside of the scope of this Contract, as set forth in **Exhibit A** or any other provision of this Agreement, that Party shall request approval from the other Party by submitting the Data Use Approval Form, attached as **Exhibit E**, unless otherwise agreed upon by the parties. If GRANTEE approves requests made by COMMISSION, GRANTEE shall notify COMMISSION and COMMISSION shall attribute the collection and evaluation of the data and information to GRANTEE upon dissemination. If COMMISSION approves requests made by GRANTEE, COMMISSION shall notify GRANTEE and inform GRANTEE of any attributions of work required by COMMISSION. The parties may enter into a royalty, licensing or reimbursement agreement, as appropriate, for either Party's use of the data and information. In published material arising out of academic or scientific activities, GRANTEE shall acknowledge COMMISSION's participation and funding pursuant to Section 19 and shall provide COMMISSION with two (2) copies of the published material.
- 8.3. Confidential Data, Information and Records. GRANTEE shall design and maintain all data security and encryption necessary to secure confidential data and information collected in the performance of this Grant Agreement and confidential records, including records related to this Grant Agreement and client records. GRANTEE shall employ reasonable procedures to assure that the details of any advertising campaigns developed under this Grant Agreement adhere to applicable federal, state and local confidentiality laws. GRANTEE shall be liable for any infringement of or misconduct involving any confidential data and information. The Parties shall comply with HIPAA (Pub. L. 104-191), the HIPAA Administrative Simplification Regulations (45 C.F.R. Parts 160, 162, and 164) and the HITECH Act, which was enacted as part of ARRA (Pub. L. 111-5), as required, and implement adequate procedures to maintain confidential data and information. GRANTEE shall comply with all applicable state and federal laws governing the gathering, use and protection of personal information

and the protection of human subjects, including the Family Educational Rights and Privacy Act (FERPA), the HIPAA Administrative Simplification Regulations and the 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 GRANTEE is legally considered a Covered Entity and/or if GRANTEE conducts business with Covered Entities, GRANTEE shall comply with HIPAA, the HIPAA Administrative Simplification Regulations and the HITECH Act. GRANTEE shall add COMMISSION to all GRANTEE consent and release forms as the "LA Cty. Prop 10 Commn., its officials, officers, directors, agents, consultants and employees." GRANTEE shall immediately notify COMMISSION upon discovery of any breach of confidential data and information and of GRANTEE'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 Grant Agreement. If GRANTEE is a "covered entity" or "business associate," as the terms are defined under HIPAA, GRANTEE 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 C**.

- 8.4. GRANTEE shall require that its employees and agents conducting programs and services under this Grant Agreement comply with the confidentiality provisions of this Grant Agreement.

9. **MODIFICATION OF AGREEMENT DOCUMENTS**

- 9.1. **Modifications to Grant Agreement.** Except as otherwise provided in this Grant Agreement, this Grant Agreement 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 Grant Agreement. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Grant Agreement, 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 GRANTEE.
- 9.2. **Proposed Program Modifications.** GRANTEE shall submit proposed modifications to the programs and services conducted under this Grant Agreement, as outlined in **Exhibit A**, to COMMISSION for COMMISSION's prior approval.
- 9.3. **Proposed Personnel Changes.** GRANTEE shall not assign or change personnel performing services under this Grant Agreement without the prior written approval of the designated COMMISSION staff, which approval may be withheld in his or her sole and absolute discretion. GRANTEE shall submit requests for approval of or changes to personnel to the designated COMMISSION staff prior to such person's performance of services under this Grant Agreement.
- 9.4. **Proposed Budget Modifications.**
- 9.4.1. **Informal Budget Modifications.** GRANTEE may only make two (2) informal modifications to the budget, as set forth in **Exhibit B**, during the Grant Period at any time. Notwithstanding Section 9.1 of this Grant Agreement, GRANTEE may:
- a. Modify an originating cost category with a total of Five Thousand (\$5,000) or less dollars and incur expenses pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the Monthly invoice required under Section 10 of this Grant Agreement that explains the informal modification; or
 - b. Modify an originating cost category with a total that is greater than Five Thousand (\$5,000) dollars and incur expenses that are less than or equal to ten percent (10%) of the amount of the total cost category pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the Monthly

invoice required under Section 10 of this Grant Agreement that explains the informal modification.

9.4.2. Formal Budget Modification.

- a. Notwithstanding Section 9.1 of this Grant Agreement, prior to incurring any costs, GRANTEE 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. GRANTEE shall address and send a request for a formal budget modification to 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, unless otherwise authorized by the designated COMMISSION staff. GRANTEE shall not be permitted a formal budget modification during the first two (2) months or the last two (2) months of the Grant Period, unless authorized by COMMISSION staff.
- d. GRANTEE is only permitted one (1) approved formal budget modification requests during the Grant Period. COMMISSION's approval of a formal budget modification request will be contingent on GRANTEE's timely submission of documentation required by COMMISSION.

10. MONTHLY FINANCIAL REPORTING

Not later than the last business day of each month, GRANTEE shall submit to COMMISSION invoices detailing a schedule of monthly and year-to-date expenses incurred and paid ("actual expenses") by GRANTEE during the previous month (e.g. expenses incurred in March shall be invoiced by April 30) in conducting the programs and services required under this Grant Agreement and based upon the budget set forth in **Exhibit B**. If required under the provisions of **Exhibit A**, GRANTEE shall attach any final reports to GRANTEE's final invoice. An officer of GRANTEE shall verify each invoice under penalty of perjury. All properly completed invoices submitted by GRANTEE are collectively incorporated into this Grant Agreement as **Exhibit F** upon COMMISSION's receipt of each invoice. GRANTEE shall address invoices to the COMMISSION staff per the instructions provided on the invoice form provided to GRANTEE from COMMISSION. If there are any errors contained in any invoice submitted to COMMISSION, GRANTEE shall describe and explain the error in GRANTEE's subsequent invoice submitted to COMMISSION. COMMISSION shall review the invoices and notify GRANTEE within ten (10) business days of any disputed amounts. If GRANTEE fails to timely submit a properly completed invoice in accordance with this Section 10, 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. GRANTEE's submission of fraudulent invoices shall constitute a material breach of this Grant Agreement.

11. MATCHING FUNDS, PAYMENTS AND EXPENDITURES

- 11.1. Matching Funds. GRANTEE shall advise COMMISSION of the source and amount of all matching funds used to provide the programs and services required under this Grant Agreement.
- 11.2. Payments. COMMISSION shall pay GRANTEE in accordance with the budget set forth in **Exhibit B** and the terms set forth in this Section 11. COMMISSION's total payments to GRANTEE shall not exceed the Grant Amount and GRANTEE shall not receive full payment of the Grant Amount prior to the expiration or termination of this Grant Agreement.

- 11.2.1. Monthly Payments to GRANTEE. Provided that GRANTEE is in full compliance with all provisions of this Grant Agreement and is not in material breach of this Grant Agreement, COMMISSION shall pay all undisputed actual expense invoice amounts within thirty (30) calendar days following COMMISSION's receipt of GRANTEE's properly completed invoice. COMMISSION shall make checks payable to GRANTEE as listed in Section 34 or at CONTRACTOR's election, COMMISSION shall make payments through automated clearing house (ACH) in which funds are electronically deposited to the CONTRACTOR's bank account as specified in an authorization form. GRANTEE shall restrict its use of all payments made to GRANTEE by COMMISSION under this Grant Agreement to GRANTEE's conduct of the programs and services outlined in **Exhibit A**. GRANTEE shall use payments made to GRANTEE by COMMISSION under this Grant Agreement to supplement existing levels of service and not to fund existing levels of service.
- 11.2.2. Final Payment to GRANTEE. Provided that GRANTEE is in full compliance with all provisions of this Grant Agreement and is not in material breach of this Grant Agreement, COMMISSION shall pay all undisputed actual expense final invoice amounts within thirty (30) calendar days following COMMISSION's receipt of GRANTEE's properly completed final invoice minus the amount of any unmet matching funds, if applicable.
- 11.2.3. Accounting. If COMMISSION reasonably believes it has overpaid GRANTEE, or if GRANTEE fails to timely submit the documents required pursuant to this Grant Agreement, COMMISSION may seek a financial accounting of GRANTEE and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- 11.3. Expenditures by GRANTEE. GRANTEE shall make all expenditures under this Grant Agreement in accordance with the budget set forth in **Exhibit B** and this Section 11.
- 11.3.1. If applicable, GRANTEE shall complete all activities under the "Capital Improvement/Renovations" cost category within the first year of this project. GRANTEE shall submit all adjustment to this cost category to the designated COMMISSION staff for approval. GRANTEE shall be solely responsible for compliance with all applicable land use, permitting, environmental, contracting and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code. Any requests for exceptions to the requirements of this Section 11.3.1. shall require prior notification by GRANTEE to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.
- 11.3.2. If applicable, GRANTEE shall complete all purchases under the "Equipment" cost category within year one of this project. Any requests for exceptions to the requirements of this Section 11.3.2. shall require prior notification by GRANTEE to the designated COMMISSION staff and may be approved only in the discretion of the designated COMMISSION staff.
- 11.3.3. If applicable, GRANTEE shall calculate all expenses under the "Space and Telephone" cost category based on a reasonable allocation methodology.
- 11.3.4. GRANTEE's indirect costs shall be limited to ten percent (10%) of GRANTEE's total Grant Amount, excluding costs related to subcontracts, capital expenditures, equipment and depreciation. Indirect costs exceeding the ten percent (10%) are GRANTEE's sole responsibility.

12. **SUPLANTING**

- 12.1. GRANTEE, its officials, officers, directors, employees, agents, subcontractors or assignees shall not supplant state, county, local or other governmental general fund money with payments made by COMMISSION to GRANTEE under this Grant Agreement. GRANTEE may use payments made by

COMMISSION to GRANTEE under this Grant Agreement to supplement existing efforts, support innovation, identify best practices and promote systems change.

- 12.2. No COMMISSION payments made under this Grant Agreement shall be used for any existing project or program funded by local general funds unless GRANTEE demonstrates to COMMISSION that the payments will be used to fund a program that has been terminated or to solely supplement an existing project or program, and not to supplant existing funding.

13. **ACCOUNTING**

- 13.1. GRANTEE shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").
- 13.2. GRANTEE shall provide timely notification to COMMISSION of any major changes to GRANTEE's financial system that may impact the programs or services conducted under this Grant Agreement.

14. **TANGIBLE REAL AND PERSONAL PROPERTY**

- 14.1. Records. GRANTEE shall maintain a record for each item of tangible real or personal property valued in excess of Five Hundred Dollars (\$500.00) acquired with payments made by COMMISSION to GRANTEE pursuant to this Grant Agreement. The records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, date acquired and date and manner disposed of, if applicable. COMMISSION may, on an annual basis, request updated records from GRANTEE for all personal property acquired with payments made by COMMISSION to GRANTEE under this Grant Agreement.
- 14.2. Ownership. At COMMISSION's option, all items of tangible real or personal property purchased with payments made by COMMISSION to GRANTEE under this Grant Agreement Project shall become COMMISSION's property upon the expiration or termination of this Grant Agreement. COMMISSION shall exercise its option to physically retain items of tangible real or 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 Grant Agreement, whether completed within the Term of this Grant Agreement or any other subsequent agreement executed by COMMISSION and GRANTEE. Notwithstanding the foregoing, GRANTEE may request, and COMMISSION may in its sole discretion approve or deny, that GRANTEE retain custody, control or sole ownership of specified items of tangible personal property acquired with payments made by COMMISSION to GRANTEE pursuant to this Grant Agreement following the expiration or termination of the project, so long as GRANTEE demonstrates that GRANTEE will use the tangible personal property for purposes consistent with COMMISSION's mission and statutory authority. The terms of this Section 14.2 shall survive the expiration or termination of this Grant Agreement.

15. **INDEPENDENT CONTRACTOR**

GRANTEE is, and shall at all times remain as to COMMISSION, a wholly independent contractor. GRANTEE shall have no power to incur any debt, obligation, or liability on behalf of COMMISSION. Neither COMMISSION nor any of its agents shall have control over the conduct of GRANTEE or any of GRANTEE's employees, except as set forth in this Grant Agreement. GRANTEE 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. GRANTEE agrees to pay all required taxes on amounts paid to GRANTEE under this Grant Agreement, 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 Grant Agreement. GRANTEE shall fully comply with the workers' compensation law regarding GRANTEE and GRANTEE's employees. GRANTEE shall indemnify and hold COMMISSION harmless from any failure of GRANTEE to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to GRANTEE under this Grant Agreement any amount due to

COMMISSION from GRANTEE as a result of GRANTEE's failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Section 17.

16. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

GRANTEE 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 GRANTEE's services under this Agreement, 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 Agreement, GRANTEE shall retain the right to perform similar services not related to the COMMISSION for other clients, but GRANTEE 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 Agreement to any COMMISSION grantee, collaborator, partner or contractor with which the GRANTEE or its officials, officers, directors, employees, associates and subcontractors has a prior or existing business relationship without the prior written approval of COMMISSION's Executive Director or the Executive Director's designee. GRANTEE 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 GRANTEE is not currently performing work that would require GRANTEE 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 Agreement pursuant to a conflict of interest statute. GRANTEE shall maintain the confidentiality of any confidential information obtained from COMMISSION during the term of this Agreement and shall not use such information for personal or commercial gain outside of the scope of this Agreement. The term "confidential information" shall mean any and all information that is disclosed by COMMISSION to GRANTEE 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. GRANTEE 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 First Connections Program without the prior written consent of COMMISSION's Executive Director or the Executive Director's designee.

17. **FUNDING ATTRIBUTION AND PROMOTIONAL MATERIALS**

17.1. GRANTEE 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 GRANTEE pursuant to this Agreement that the programs and services are funded by COMMISSION. GRANTEE shall ensure that the COMMISSION funding attribution in promotional materials, activities and publications developed in support of the program and services conducted by GRANTEE pursuant to this Agreement 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 GRANTEE pursuant to this Agreement, GRANTEE shall include, in a prominent location that conforms to **Exhibit G**, the COMMISSION's logo and the statement, "Funded in part 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).

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

18. **PROPRIETARY RIGHTS**

COMMISSION and GRANTEE agree that all literary, artistic and intellectual works, including software, materials, published documents or reports created by GRANTEE in the performance of this Grant Agreement are works made for hire. COMMISSION shall own the copyright in all works made for hire. GRANTEE shall not file an application for copyright registration of the works made for hire. GRANTEE may retain a copy of all working papers prepared by GRANTEE pursuant to this Grant Agreement. COMMISSION may make

copies of and use all working papers prepared by GRANTEE pursuant to this Grant Agreement and the information contained therein. At COMMISSION's sole discretion, GRANTEE may consent to and participate financially in any licensing or sales agreement relating to literary, artistic and intellectual works created by GRANTEE pursuant to this Grant Agreement. GRANTEE represents and warrants that literary, artistic and intellectual works created by GRANTEE in the performance of this Agreement 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, GRANTEE shall defend, indemnify and hold harmless Indemnitees, as defined in Section 22, 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.

19. **INSURANCE**

19.1. GRANTEE, at its own expense, shall obtain and maintain at all times during the term of this Grant Agreement 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:

19.1.1. 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. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Grant Agreement or the beginning of GRANTEE'S performance of services under this Grant Agreement. If the policy is on a claims-made basis, GRANTEE shall maintain the insurance for three (3) years after the completion of GRANTEE'S services under this Grant Agreement 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 Grant Agreement or the beginning of GRANTEE'S performance of services under this Grant Agreement, GRANTEE must purchase extended reporting coverage for a minimum of three (3) years after the completion of GRANTEE'S services under this Grant Agreement.

19.1.2. If GRANTEE's performance under this Agreement will include services provided to persons under the age of 18, coverage for sexual misconduct (including by definition sexual molestation, abuse and harassment) with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the Aggregate. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement. GRANTEE shall maintain this insurance for five (5) years after the completion of GRANTEE's programs and services under this Agreement. If the coverage is cancelled or non-renewed and not replaced with another claims-made policy with a retroactive and continuity dates prior to the effective date of this Agreement or the beginning of GRANTEE's performance of programs and services under this Agreement, GRANTEE must purchase extended reporting coverage for a minimum of five (5) years after the completion of GRANTEE's programs and services under this Agreement.

19.1.3. 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 GRANTEE 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.

- 19.1.4. 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.
- 19.1.5. 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.
- 19.2. The policies of insurance required under this Section 21 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.
- 19.3. 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.
- 19.4. The following endorsements are required by the COMMISSION:
 - 19.4.1. 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 from the operations and uses performed by or on behalf of GRANTEE.
 - 19.4.2. The Commercial General Liability and 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.
 - 19.4.3. No policies of insurance provided to comply with this Section 21 shall prohibit GRANTEE, or GRANTEE's employees or agents, from waiving the right of subrogation prior to a loss. GRANTEE waives any right of subrogation that GRANTEE or GRANTEE's insurer may acquire against COMMISSION. GRANTEE shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy as required by Section 21.1.3. shall include a waiver of subrogation endorsement as required in this Section 21.4.3. GRANTEE's failure to provide COMMISSION with a waiver of subrogation endorsement from GRANTEE's insurer(s) shall not relieve GRANTEE of its obligations under this Section 21.4.3.
- 19.5. Should the policies of insurance required under this Section 21 be suspended, voided, modified, terminated or non-renewed, GRANTEE will provide thirty (30) days' prior written notice to

COMMISSION, excepting only for non-payment of premium, in which case GRANTEE shall provide ten (10) days' written notice to COMMISSION. If the policies of insurance required under this Section 21 are suspended, voided, modified, terminated or non-renewed, GRANTEE 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.

- 19.6. The requirements of specific coverage features or limits contained in this Section 21 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.
- 19.7. The requirements of this Section 21 shall supersede all other sections and provisions of this Grant Agreement to the extent that any other section or provision conflicts with or impairs this Section 21.
- 19.8. All insurance coverage and limits provided by GRANTEE and available and applicable to this Grant Agreement shall apply to the fullest extent of the policies. Nothing in this Grant Agreement shall be interpreted as limiting the application of insurance coverage as required under this Section 21.
- 19.9. GRANTEE or GRANTEE's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION in accordance with this Section 21.9. COMMISSION utilizes myCOI Central, a software management system, to collect certificates of insurance and to track and verify or GRANTEE's insurance coverage. Upon or GRANTEE's receipt of this executed Agreement, or GRANTEE will receive an email from ccd@first5la.org with instructions for registration. GRANTEE shall follow the instructions contained in the email and complete the online registration within 10 business days after receipt of the registration email. Upon completion of registration, COMMISSION will request proof of insurance directly from or GRANTEE's insurance agent(s). 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 Grant Agreement in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.
- 19.10. Renewal Certificates shall be provided not less than ten (10) calendar days prior to GRANTEE's policy expiration dates. COMMISSION, at any time, may request and obtain from GRANTEE complete, certified copies of any insurance policies required of GRANTEE under this Section 21.
- 19.11. GRANTEE may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section 21 subject to the approval of COMMISSION's Executive Director's or his or her designee. Copies of GRANTEE's audited financial statements to support any self-insurance or other financial documents may be required by COMMISSION. GRANTEE shall submit to COMMISSION a copy of the self-insured certificate and evidence of the authorized third-party administrator of the self-insured program.
- 19.12. GRANTEE shall include all subcontractors as insureds under GRANTEE's own policies or shall require all subcontractors performing services under this Grant Agreement to comply with all insurance requirements set forth in this Section 21. GRANTEE shall obtain certificates or other evidence of insurance coverage and copies of all required endorsements from all subcontractors and assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Section 21.
- 19.13. GRANTEE's failure to maintain the policies of insurance required under this Section 21, complete registration in myCOI Central, or submit compliant certificates of insurance shall constitute a breach of this Grant Agreement for which COMMISSION may withhold payment to GRANTEE until such time as GRANTEE complies with the insurance requirements contained in this Section 21, terminate

this Grant Agreement pursuant to Section 31 of this Grant Agreement or secure alternate insurance at GRANTEE'S expense

- 19.14. GRANTEE also shall promptly report to COMMISSION any injury or property damage accident or incident, including any injury to a GRANTEE's employee occurring at a COMMISSION sponsored event, and any loss, disappearance, destruction, misuse, or theft of COMMISSION property, monies or securities entrusted to GRANTEE. GRANTEE 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 Grant Agreement, and could result in the filing of a claim or lawsuit against GRANTEE and/or COMMISSION.

20. **INDEMNIFICATION**

- 20.1. Indemnity for Professional Liability. When the law establishes a professional standard of care for the GRANTEE's services or if the services or a portion of the services performed by GRANTEE involves the use of professional knowledge, and to the fullest extent permitted by law, GRANTEE 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 GRANTEE, its officials, officers, directors, agents, employees, subcontractors, or any entity or individual that GRANTEE bears legal liability thereof, in the performance of professional services under this Grant Agreement. GRANTEE 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.
- 20.2. Indemnity for Other than Professional Liability. To the fullest extent permitted by law, GRANTEE 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 GRANTEE's performance of this Grant Agreement, 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. GRANTEE 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.
- 20.3. Survival. The terms of this Section 22 shall survive the expiration or termination of this Grant Agreement.

21. **ASSIGNMENTS AND DELEGATION**

GRANTEE may not assign any of its rights or delegate any of its duties under this Agreement without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. If COMMISSION consents to GRANTEE's subcontracting of all or a portion of this Agreement, GRANTEE shall submit to COMMISSION all proposed subcontractors and/or a copy of the subcontract or memorandum of understanding between GRANTEE and the subcontractor if required by the designated COMMISSION staff for COMMISSION's prior review and approval. GRANTEE 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 GRANTEE from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this provision is

void and will entitle COMMISSION to terminate this Agreement. As used in this Section 23, “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 Agreement 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 GRANTEE’s corporate structure, governing body or management.

22. **COMPLIANCE WITH APPLICABLE LAWS**

- 22.1. GRANTEE shall conform to and abide by all applicable federal, state and local laws, ordinances, codes and regulations, and licensing and accrediting authorities, in the performance of this Grant Agreement. GRANTEE’s failure to comply with such laws, ordinances, codes, regulations and authorities shall be deemed a material breach of this Grant Agreement.
- 22.2. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the Americans With Disabilities Act, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination with respect to any programs or services provided by GRANTEE pursuant to this Grant Agreement.
- 22.3. If applicable to the provision of programs and services under this Grant Agreement, GRANTEE shall comply with Public Contracts 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.
- 22.4. If applicable to the provision of programs and services under this Grant Agreement, GRANTEE shall comply with Public Contracts 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. GRANTEE may give preference to suppliers of recycled products and may define the amount of this preference.
- 22.5. GRANTEE shall ensure that GRANTEE, its employees and subcontractors, as well as the participants in any program or service conducted hereunder, comply with all applicable federal, State and local public health orders to protect against the spread of the COVID-19 virus or other public health threat, including, without limitation, maintaining social distancing requirements, avoiding unnecessary or non-essential gatherings, and providing or requiring personal protective devices such as face masks, gloves and cleaning supplies.

23. **NON-DISCRIMINATION IN EMPLOYMENT**

GRANTEE shall take affirmative steps to employ qualified applicants and hereby certifies and agrees that all employees are and will be treated equally during employment without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap in compliance with all applicable Federal and State non-discrimination laws and regulations. The terms of this Section 25 apply to, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. GRANTEE shall treat its subcontractors, bidders and vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap. Upon COMMISSION’s request, GRANTEE shall provide access to COMMISSION’S representatives to inspect GRANTEE’s employment records during GRANTEE’s regular business hours in order to verify compliance with the provisions of this Section 25.

24. **CRIMINAL CLEARANCE**

For the safety and welfare of any children to be served under this Grant Agreement, GRANTEE shall, as permitted by law, ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors, especially for those listed in **Exhibits A and B**, including GRANTEE's administrative staff performing under this Grant Agreement who may come in contact with children in the course of GRANTEE's performance of the programs and services required under to this Grant Agreement, and maintain the records in each person's file. Within thirty (30) calendar days after GRANTEE ascertains a conviction record, GRANTEE shall notify COMMISSION of any arrest or subsequent conviction, excluding convictions for minor traffic offenses, of any employee, independent contractor, volunteer or subcontractor who comes into contact with children while conducting programs and services required under this Grant Agreement. GRANTEE shall not engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including the offenses specified in California Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following California Penal Code sections or any future California Penal Code sections that address these crimes: (1) Section 261.5 (unlawful sexual intercourse with a minor); (2) Section 272 (causing, encouraging or contributing to delinquency of person under age 18); (3) Section 273a (willful harm or injury to child or child endangerment); (4) Section 273ab (assault resulting in death of child under 8 years of age); (5) Section 273d (infliction of corporal punishment or injury on child resulting in traumatic condition); (6) Section 273g (degrading, lewd, immoral or vicious practices in the presence of children); (7) Section 286 (sodomy); (8) Section 288 (lewd or lascivious acts upon the body of a child under age 14); (9) Section 288a (oral copulation); (10) Section 314 (indecent exposure); (11) Section 647 (disorderly conduct, including lewd conduct, prostitution, loitering and intoxication in a public place); and (12) Section 647.6 (annoyance of or molesting a child under age 18).

25. **GRANTEE RESPONSIBILITY AND DEBARMENT**

25.1. **Responsibility.** GRANTEE shall timely notify COMMISSION of any material changes in GRANTEE's primary funding sources or overall organization funding that may impact GRANTEE's ability to successfully conduct the programs and services required under this Grant Agreement. It is COMMISSION's intent to contract with responsible entities. GRANTEE shall notify COMMISSION if GRANTEE is debarred, suspended, proposed for debarment, or declared ineligible by any federal, state or local funding agency. GRANTEE shall notify COMMISSION if GRANTEE's license or certification, as applicable, has been revoked or suspended. GRANTEE shall notify COMMISSION within the (10) business days of receipt of notification that GRANTEE is subject to any proposed or pending debarment, suspension, indictments, termination or revocation of license or certificate.

25.2. **Debarment.**

25.2.1. If COMMISSION acquires information concerning GRANTEE's performance under this Grant Agreement that indicates to COMMISSION that GRANTEE is not responsible, COMMISSION may, in addition to other remedies provided under this Grant Agreement, debar GRANTEE from bidding on COMMISSION's requests for proposals for a specified period of time and terminate any or all existing agreements that GRANTEE may have with COMMISSION.

25.2.2. COMMISSION may debar GRANTEE pursuant to **Exhibit C** if it finds, in its reasonable discretion, that GRANTEE has done, without limitation, any of the following: (1) violated any significant terms or conditions of this Grant Agreement; (2) committed an act or omission that negatively reflects on GRANTEE's quality, fitness or capacity to perform under this Grant Agreement with COMMISSION or any other public entity, or engaged in a pattern or practice that negatively reflects on the same; (3) committed an act or offense that indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

25.2.3. If there is evidence that GRANTEE may be subjected to debarment pursuant to **Exhibit C**, COMMISSION will notify GRANTEE in writing of the evidence that is the basis for the proposed debarment.

25.2.4. GRANTEE's debarment shall constitute a material breach of this Grant Agreement.

26. **NON-COMPLIANCE**

COMMISSION may impose sanctions on GRANTEE for GRANTEE'S non-compliance under this Grant Agreement in accordance with **Exhibit C**. COMMISSION shall deem GRANTEE non-compliant due to any of the following: 1) GRANTEE's failure to comply with the terms and provisions of this Grant Agreement; or 2) GRANTEE's failure to effectively implement and manage the COMMISSION-funded program or failure to submit a product or deliverable or provide a service, as described in **Exhibit A**.

27. **INTERPRETATION AND ENFORCEMENT OF GRANT AGREEMENT**

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

27.2. Governing Laws, Jurisdiction and Venue. This Grant Agreement, and any dispute arising from the relationship between the Parties to this Grant Agreement, shall be interpreted and governed according to California law. Any dispute that arises under or relates to this Grant Agreement (whether contract, tort or both) shall be resolved in a state court in Los Angeles County, California.

27.3. Waiver. No delay or omission to exercise any right, power or remedy accruing to COMMISSION under this Grant Agreement 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 Grant Agreement 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.

27.4. 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.

27.5. Headings. The headings in this Grant Agreement are included solely for convenience or reference and shall not affect the interpretation of any provision of this Grant Agreement or any of the rights or obligations of the Parties of this Grant Agreement.

27.6. 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 Grant Agreement.

27.7. Attorney Fees. In any litigation, arbitration or other proceeding by which one Party either seeks to enforce its rights under this Grant Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Grant Agreement, 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.

28. **INFORMATION TECHNOLOGY REQUIREMENTS**

28.1. If applicable to the programs and services conducted under this Grant Agreement, GRANTEE shall coordinate with COMMISSION's Information Technology ("IT") Department regarding the design, development, structure and implementation of IT components required under this Grant Agreement,

including databases, documents and spreadsheets, and apply, as appropriate, the following IT specifications:

- 28.1.1. Hardware and Software compatibility with industry hardware, software and security standards to allow adequate compatibility with COMMISSION's infrastructure.
 - 28.1.2. Open Data Base Connectivity ("ODBC") compliant for data collection and dissemination purposes.
 - 28.1.3. Ability to collect information at the client-level, as necessary.
 - 28.1.4. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
 - 28.1.5. Ability to export to and import the data collected.
- 28.2. GRANTEE shall timely notify COMMISSION of any major problem with GRANTEE's hardware or software that may impact GRANTEE's provision of the programs and services required under this Grant Agreement.

29. **TERMINATION OF GRANT AGREEMENT**

- 29.1. Termination without Cause. COMMISSION may terminate this Grant Agreement by giving written notice to GRANTEE at least thirty (30) calendar days before the termination is to be effective. COMMISSION shall compensate GRANTEE for actual expenses incurred up to the effective date of termination in accordance with Sections 10 and 11 of this Grant Agreement. After receipt of notice of termination, and except as otherwise directed by COMMISSION, GRANTEE shall, to the extent possible, continue to conduct the programs and services required under this Grant Agreement until the effective date of termination. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION final reports. Neither Party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Grant Agreement under this Section 31.1.
- 29.2. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Grant Agreement, COMMISSION shall not be obligated for GRANTEE's performance under this Grant Agreement or by any provision of this Grant Agreement during any of COMMISSION's future fiscal years unless and until COMMISSION appropriates funds for this Grant Agreement in the COMMISSION's budget for each such future fiscal year. In the event that funds are not appropriated for this Grant Agreement, then this Grant Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COMMISSION shall notify GRANTEE in writing of any such non-allocation of funds at the earliest possible date. COMMISSION shall not be liable to GRANTEE for damages of any kind, including incidental or consequential damages, resulting from the termination of this Grant Agreement under this Section 31.2.
- 29.3. Termination for Cause. COMMISSION may terminate this Grant Agreement for cause, effective immediately, by giving written notice to GRANTEE. For purposes of this Grant Agreement "cause" includes GRANTEE's material breach of this Grant Agreement, GRANTEE's failure to provide the programs and services required under **Exhibit A** in a satisfactory manner, or GRANTEE's, or its employees', subcontractors' or agents' mismanagement or misuse of funds paid to GRANTEE by COMMISSION under this Grant Agreement. COMMISSION shall compensate GRANTEE for actual expenses incurred up to the effective date of termination in accordance with Sections 10 and 11 of this Grant Agreement. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION final reports. Neither Party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Grant Agreement under this Section 31.3.

30. **SURVIVAL CLAUSE**

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

31. **LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS**

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

31.2. COMMISSION and GRANTEE expressly agree that full funding for this Grant Agreement over the Grant Period 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 the 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 Grant Agreement at a level that is generally proportionate to the elimination or reduction in the COMMISSION's receipt of Proposition 10 tax revenues.

32. **NOTICES**

32.1. Notices. Except as otherwise required of GRANTEE by COMMISSION, all notices, consents, requests, demands, reports, invoices or other communications required under this Grant Agreement 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 United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To GRANTEE:

AltaMed Health Services Corporation
2040 Camfield Avenue
Los Angeles, CA 90040

Primary Contact
Nena Davis
(323) 889-7343
ndavis@altamed.org

Fiscal Contact
Jose Esparza
(323) 889-7320
jesparza@altamed.org

To COMMISSION:

FIRST 5 LA, Contract Administration and Purchasing Department
Attention: Daisy Ortiz, Contract Compliance Officer
750 North Alameda Street, Suite 300
Los Angeles, California 90012

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

33. **TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this Grant Agreement 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 Grant Agreement.

34. **AUTHORIZATION WARRANTY**

GRANTEE represents and warrants that the signatories to this Grant Agreement are fully authorized to obligate GRANTEE under this Grant Agreement and that GRANTEE has accomplished all corporate acts necessary for the execution of this Grant Agreement.

[SIGNATURE PAGE FOLLOWS]

35. **AGREEMENT SIGNATURES**

The Parties, through their respective duly authorized signatories, are signing this Grant Agreement on the date set forth above.

GRANTEE:

AltaMed Health Services Corporation
2040 Camfield Avenue
Los Angeles, CA 90040

Agreed & Accepted:

Jose U. Esparza, SVP, Finance & CFO
PRINT NAME and TITLE of AUTHORIZED SIGNATORY

Jose U. Esparza
SIGNATURE

AND

COMMISSION:

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST -
PROPOSITION 10 COMMISSION (aka FIRST 5 LA)
750 North Alameda Street, Suite 300
Los Angeles, CA 90012

Agreed & Accepted:

DocuSigned by:
Kim Belshe
KIM BELSHE, EXECUTIVE DIRECTOR

Approved as to Form:

DocuSigned by:
Craig Steele
CRAIG A. STEELE, LEGAL COUNSEL



CONTRACT

CENTER FOR COLLECTIVE WISDOM, LLC

Contract No. 10285

COMMISSIONERS

Los Angeles County Supervisor
Sheila Kuehl
Chair
Judy Abdo
Vice Chair

Bobby Cagle
Barbara Ferrer, Ph.D.,
M.P.H., M.Ed.
Astrid Heger, M.D.
Yvette Martinez

Jonathan E. Sherin,
M.D., Ph.D.
Romalis J. Taylor
Marlene Zepeda, Ph.D.

EX OFFICIO MEMBERS

Jacquelyn McCroskey, DSW
Karla Pleitéz Howell
Deanne Tilton
Keesha Woods

EXECUTIVE DIRECTOR

Kim Belshé

EXECUTIVE VICE PRESIDENT

John A. Wagner

A PUBLIC ENTITY

CONTRACT

This Contract is dated April 8, 2021 (“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 **CENTER FOR COLLECTIVE WISDOM, LLC** (“CONTRACTOR”), collectively referred to as the “Parties”.

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. SCOPE OF SERVICES

CONTRACTOR shall perform the services as more particularly described in the Scope of Work, attached as **Exhibit A**. If required under the Scope of Work, 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 Scope of Work 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 **CENTER FOR COLLECTIVE WISDOM, LLC**. CONTRACTOR shall not assign or change personnel performing services under this Contract without the prior

written approval of the COMMISSION staff designated to this Contract (“designated COMMISSION staff”), which approval may be withheld in his or her sole and absolute discretion. CONTRACTOR shall submit requests for approval of or changes to personnel to the designated COMMISSION staff prior to such person’s performance of services under this Contract.

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 within the timelines indicated in **Exhibit A**, or if no timeline is indicated, with reasonable diligence.

IV. TERM OF CONTRACT

The term of this Contract shall be from the effective date, as set forth in the introductory clause, through **July 30, 2021** (“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 performed pursuant to this Contract, and subject to a total not-to-exceed amount of **SIXTY NINE THOUSAND DOLLARS AND NO CENTS (\$69,000)**, COMMISSION shall pay CONTRACTOR the flat monthly rate(s) set forth in the Budget Forms, attached as **Exhibit B**, and in accordance with the payment terms set forth in Paragraph C of this Section V. If CONTRACTOR exceeds its budget in the performance of the services required under this Contract, CONTRACTOR shall, at no additional cost to COMMISSION, remain solely responsible for CONTRACTOR’s completion of the services required under this Contract to COMMISSION. CONTRACTOR assumes all risk from contract or project delays. The flat monthly rate includes payment of all taxes and insurance, as well as indirect costs, overhead, materials and supplies. COMMISSION shall not withhold federal or state payroll and other taxes, or other deductions from payments made to CONTRACTOR.
- B. Additional 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.

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- C. Method of Payment. CONTRACTOR shall submit to COMMISSION monthly invoices for CONTRACTOR's performance of services pursuant to this Contract and utilize an invoice form provided to CONTRACTOR by COMMISSION. All properly completed invoices submitted by CONTRACTOR are collectively incorporated into this Contract as **Exhibit C** upon COMMISSION's acceptance of each invoice. CONTRACTOR shall address invoices to the COMMISSION staff per the instructions provided on the invoice template provided to CONTRACTOR from COMMISSION. The invoices shall list and describe in detail the activities completed by CONTRACTOR during the prior month and the total hours worked. 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 as listed in Section XXVI or at CONTRACTOR's election, COMMISSION shall make payments through automated clearing house (ACH) in which funds are electronically deposited to the CONTRACTOR's bank account as specified in an authorization form. If CONTRACTOR fails to timely submit a properly completed invoice, COMMISSION shall process the late invoice in the subsequent month from COMMISSION's date of receipt, and 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. Provided that CONTRACTOR is in full compliance with all provisions of this Contract and is not in material breach of this Contract, 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. COMMISSION and CONTRACTOR may agree to modify the services required under **Exhibits A and B**.
- B. CONTRACTOR shall obtain COMMISSION's prior written approval regarding any modification to **Exhibit B**. CONTRACTOR shall submit budget modification requests to the COMMISSION staff (the "designated COMMISSION staff") prior to incurring the modified expenses. Budget

modifications require COMMISSION's prior approval. COMMISSION's approval of a budget modification shall be contingent on CONTRACTOR's timely submission of documentation required by COMMISSION.

- C. CONTRACTOR shall restrict its use of payments made by COMMISSION to CONTRACTOR under Section V of this Contract to CONTRACTOR's performance of the 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.

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 | SCOPE OF WORK |
| Exhibit B | BUDGET FORMS (MONTHLY RETAINER BUDGET SUMMARY AND BUDGET NARRATIVE) |
| Exhibit E | COMPLIANCE GUIDELINES |
| Exhibit F | DATA USE APPROVAL FORM |
| Exhibit G | STYLE GUIDE
(Please see https://www.first5la.org/article/branding) |

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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. **Data and Information Ownership.** 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. Dissemination of Data and Information. 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. CONTRACTOR shall require that its personnel performing work and providing deliverables under this Contract comply with the confidentiality provisions of this Contract.

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 Family Educational Rights and Privacy Act (FERPA), the HIPAA Administrative Simplification Regulations and the 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 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.

To the extent that any of CONTRACTOR'S pre-existing materials are contained in the products produced under this agreement, CONTRACTOR retains ownership of such preexisting materials. CONTRACTOR grants to COMMISSION an irrevocable, worldwide, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials to the extent that these materials are part of the products developed under this contract. COMMISSION does not have any right to use CONTRACTOR'S preexisting materials beyond this scope.

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

If applicable, 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 agreement, 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 Agreement, 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 the Executive Director’s designee. CONTRACTOR and its officials, officers, directors, employees, associates and subcontractors shall not accept work, income, compensation, employment or gifts, whether actual or promised, from another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officials, officers, directors, employees, associates or subcontractors to abstain from making, participating in or attempting to influence a governmental decision under this Agreement 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 Capacity Building and Technical Assistance Program without the prior written consent of COMMISSION’s Executive Director or the Executive Director’s designee.

XV. INFORMATION TECHNOLOGY REQUIREMENTS

- A. If applicable to the performance of 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:

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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. 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. If the policy is on a claims-made basis, 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.
 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.
 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.
- 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

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- 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 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. 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.3. 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.3.
- 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 in accordance with Section XVI.I of this Contract. COMMISSION utilizes myCOI Central, a software management system, to collect certificates of insurance and to track and verify CONTRACTOR's insurance coverage. Upon CONTRACTOR's receipt of this executed Agreement, CONTRACTOR will receive an email from ccd@first5la.org with instructions for registration. CONTRACTOR shall follow the instructions contained in the email and complete the online registration within 10 business days after receipt of the registration email. Upon completion of registration, COMMISSION will request proof of insurance directly from CONTRACTOR's insurance agent(s). 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

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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 coverage and copies of all required endorsements from all subcontractors and 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, complete registration in myCOI Central, or submit compliant certificates of insurance shall constitute a breach of this Contract for which COMMISSION may withhold 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. If CONTRACTOR fails to

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achieve or complete 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 or complete 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 perform the services and 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. CONTRACTOR shall respond to COMMISSION's inquiries and requests for information arising out of the performance of this Contract within the timeframe specified by COMMISSION in its inquiry or request.
- H. 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.
- I. 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.
- J. 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 interpreted and governed according to 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

- A. 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.
- B. Contractor shall ensure that Contractor, its employees and subcontractors, as well as the participants in any program or service conducted hereunder, comply with all applicable federal, State and local public health orders to protect against the spread of the COVID-19 virus or other public health

threat, including, without limitation, maintaining social distancing requirements, avoiding unnecessary or non-essential gatherings, and providing or requiring personal protective devices such as face masks, gloves and cleaning supplies.

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 **Exhibits A** and **C** 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, conduct site visits to evaluate, audit and inspect the records maintained in connection with this Contract or (ii) audit and examine the records and require supporting documentation 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 GRANTEE 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 United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To CONTRACTOR:

Center for Collective Wisdom, LLC
425 15th Street #3716
Manhattan Beach CA 90266

Primary Contact
John G. Ott
310-422-2256
john@c4cw.org

Fiscal Contact
Rose A. Pinard
310-922-7405
rose@c4cw.org

To COMMISSION:

First 5 LA, Contract Administration and Purchasing Department
Attention: Sabel Morales, Contract Compliance Officer
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

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.

[SIGNATURES PAGE FOLLOWS]

XXXVI. SIGNATURES

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

COMMISSION

CONTRACTOR

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

Center for Collective Wisdom, LLC

DocuSigned by:
Kim Belshé
By: _____
Name: Kim Belshé
Title: Executive Director

DocuSigned by:
John Ott
By: _____
Name: John G. Ott
Title: Co-Founder

Approved as to Form:

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

DocuSigned by:
Rose Pinard
By: _____
Name: Rose Pinard
Title: Co-Founder



CONTRACT

CHILDREN'S HOSPITAL LOS ANGELES

Contract No. 10286

COMMISSIONERS

Los Angeles County Supervisor

Sheila Kuehl

Chair

Judy Abdo

Vice Chair

Bobby Cagle

Barbara Ferrer, Ph.D.,

M.P.H., M.Ed.

Astrid Heger, M.D.

Yvette Martinez

Jonathan E. Sherin,

M.D., Ph.D.

Romalis J. Taylor

Marlene Zepeda, Ph.D.

EX OFFICIO MEMBERS

Jacquelyn McCroskey, DSW

Karla Pleitéz Howell

Deanne Tilton

Keesha Woods

EXECUTIVE DIRECTOR

Kim Belshé

EXECUTIVE VICE PRESIDENT

John A. Wagner

CONTRACT

This Contract is dated April 12, 2021 (“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 **CHILDREN'S HOSPITAL LOS ANGELES** (“CONTRACTOR”), collectively referred to as the “Parties”.

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. SCOPE OF WORK

CONTRACTOR shall perform the services as more particularly described in the Scope of Work, attached as **Exhibit A**. If required under the Scope of Work, 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 Scope of Work 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 **CHILDREN'S HOSPITAL LOS ANGELES**. CONTRACTOR shall not assign or change personnel performing services under this Contract without the prior written

approval of the COMMISSION staff designated to this Contract (“designated COMMISSION staff”), which approval may be withheld in his or her sole and absolute discretion. CONTRACTOR shall submit requests for approval of or changes to personnel to the designated COMMISSION staff prior to such person’s performance of services under this Contract.

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 **October 31, 2021** (“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 **THIRTY EIGHT THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND NO CENTS (\$38,745)**, 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

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performed and expenses incurred and paid by CONTRACTOR during the prior month pursuant to this Contract utilizing an invoice form provided to CONTRACTOR 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 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 (e.g. expenses incurred in March shall be invoiced by April 30). 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 as listed in Section XXVI or at CONTRACTOR's election, COMMISSION shall make payments through automated clearing house (ACH) in which funds are electronically deposited to the CONTRACTOR's bank account as specified in an authorization form. 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. Provided that CONTRACTOR is in full compliance with all provisions of this Contract and is not in material breach of this Contract, 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 modification to the budget, as set forth in **Exhibit B**,

during the term of this Contract at any time. Notwithstanding Section XXVIII 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 monthly 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 monthly invoice required under Paragraph C of Section V of this Contract that explains the informal modification.

2. Formal Budget Modification.

- a. Notwithstanding Section XXVIII 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 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 and last months of the term of this Contract, unless authorized by COMMISSION staff.
- d. CONTRACTOR is only permitted one (1) approved formal budget modification 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 SCOPE OF WORK
- Exhibit B BUDGET FORMS
- Exhibit E COMPLIANCE GUIDELINES
- Exhibit F DATA USE APPROVAL FORM
- Exhibit G STYLE GUIDE
(Please see <https://www.first5la.org/article/branding>)

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. **Data and Information Ownership.** The data and information collected by CONTRACTOR, in whatever form (including aggregated and disaggregated data), shall be the joint property of the parties. To facilitate this joint ownership, CONTRACTOR shall provide data to COMMISSION at time intervals determined by the parties to be appropriate for CONTRACTOR's performance of services under this Contract. COMMISSION may use research findings and results generated from the data and information for internal purposes prior to CONTRACTOR's publication of the findings and results. Neither COMMISSION nor CONTRACTOR shall disseminate the data and information beyond its internal staff without the other Party's approval. Upon COMMISSION's request, CONTRACTOR shall deliver all forms of the data and information to COMMISSION, including raw individual-level data, data broken out by subpopulations, or both. Within thirty (30) calendar days of the expiration or termination of this Contract, CONTRACTOR shall deliver a copy of all collected data and information to the designated COMMISSION staff in hard copy, and electronic format, or in such other format as requested by the designated COMMISSION staff.
 2. **Dissemination of Data and Information.** The parties shall determine the timing, format and manner of the dissemination of the data and information and any report of CONTRACTOR's results, conclusions or recommendations for work specified in Exhibit A. If either Party desires to use the data and information for any purpose outside of the scope of this Contract, as set forth in Exhibit A or any other provision of this Contract, that Party shall request approval from the other Party by submitting the Data Use Approval Form, attached as Exhibit F, unless otherwise agreed upon by the parties. If CONTRACTOR approves requests made by COMMISSION, CONTRACTOR shall notify COMMISSION and COMMISSION shall attribute the collection and evaluation of the data and information to CONTRACTOR upon dissemination. If COMMISSION approves

CONTRACT NUMBER: **10286**

requests made by CONTRACTOR, COMMISSION shall notify CONTRACTOR and inform CONTRACTOR of any attributions of work required by COMMISSION. The parties may enter into a royalty, licensing or reimbursement agreement, as appropriate, for either Party's use of the data and information. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge COMMISSION's participation and funding pursuant to Section XII and shall provide COMMISSION with two (2) copies of the published material.

3. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of the data and information. CONTRACTOR shall require that its personnel performing work and providing deliverables under this Contract comply with the confidentiality provisions of this Contract.
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 Family Educational Rights and Privacy Act (FERPA), the HIPAA Administrative Simplification Regulations and the 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 XXIII 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 HELP ME GROW CONSULTATION 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

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- 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. 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. If the policy is on a claims-made basis, 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.
 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.
 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.
- 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.

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- 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. 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.3. 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.3.
- 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

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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 in accordance with this Paragraph I of Section XVI of this Contract. COMMISSION utilizes myCOI Central, a software management system, to collect certificates of insurance and to track and verify CONTRACTOR's insurance coverage. Upon CONTRACTOR's receipt of this executed Agreement, CONTRACTOR will receive an email from ccd@first5la.org with instructions for registration. CONTRACTOR shall follow the instructions contained in the email and complete the online registration within 10 business days after receipt of the registration email. Upon completion of registration, COMMISSION will request proof of insurance directly from CONTRACTOR's insurance agent(s). 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.

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- 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, complete registration in myCOI Central, or submit compliant certificates of insurance shall constitute a breach of this Contract for which COMMISSION may withhold 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

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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. CONTRACTOR shall respond to COMMISSION's inquiries and requests for information arising out of the performance of this Contract within the timeframe specified by COMMISSION in its inquiry or request.
- H. 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.
- I. 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.
- J. CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").
- K. 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 interpreted and governed according to 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

- A. 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.
- B. Contractor shall ensure that Contractor, its employees and subcontractors, as well as the participants in any program or service conducted hereunder, comply with all applicable federal, State and local public health orders to protect against the spread of the COVID-19 virus or other public health threat, including, without limitation, maintaining social distancing requirements, avoiding unnecessary or non-essential gatherings, and providing or requiring personal protective devices such as face masks, gloves and cleaning supplies.

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. 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, to the designated COMMISSION staff as required under this Contract, 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 United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To CONTRACTOR:

Children's Hospital Los Angeles
4650 Sunset Blvd MS#84
Los Angeles, CA 90027

Primary Contact

Karen Niemeier
(323) 361-4111
CHLAawards@chla.usc.edu

Fiscal Contact

Karen Niemeier
(323) 361-4111
CHLAawards@chla.usc.edu

To COMMISSION:

First 5 LA, Contract Administration and Purchasing Department
Attention: Abigail Proff, Contract Compliance Officer
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,

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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

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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

Children's Hospital Los Angeles

By: DocuSigned by:
Kim Belshé
Name: Kim Belshé
Title: Executive Director

By: DocuSigned by:
Karen S Niemeier
Name: Karen Niemeier
Title: Executive Director, Research Administration

Approved as to Form:

By: DocuSigned by:
Craig Steele
Name: Craig A. Steele
Title: Legal Counsel