SUBAWARD AGREEMENT
BETWEEN
PREVENTION INSTITUTE
AND
[GRANTEE]

This Subaward Agreement (“Agreement”) is made and entered into as of DATE, 2020 (the “Effective Date”) by and between [GRANTEE] (hereon referred to as [GRANTEE SHORT NAME]), and Prevention Institute, a California nonprofit public benefit corporation, in connection with the [PROGRAM NAME] program (referred to hereon as [PROGRAM SHORT NAME], or the program). [GRANTEE NAME] and Prevention Institute are collectively referred to as the “Parties.”

BACKGROUND
[Background information on the funding program to be added.]

AGREEMENTS
The Parties agree as follows:

1. Duties of Grantee
   1.1 Scope of Work and Budget: Grantee agrees to perform the work described in Attachment 1 in accordance with the terms of this Agreement and approved budget as well as the Payment and Reporting Schedule specified in Attachment 2. Grantee will respond fully and promptly to all reasonable inquiries of Prevention Institute as to the status of the work performed by Grantee under this Agreement.
   1.2 Media Relations:
      1.2.1 Grantee agrees that all public statements and communications, including all media releases, social media updates, website updates or posts, print/broadcast ads, publications and conference presentations or other reports that relate to the program and the Grantee and Collaborative’s participation in the program acknowledge both Prevention Institute and First 5 LA and follow branding guidelines.
      1.2.2 Grantees and subcontractors 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 First 5 LA. Grantees, subgrantees and subcontractors shall ensure that the First 5 LA 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 (First 5 LA’s Style Guide) including the appropriate display of First 5 LA’s logo and a funding attribution statement. In all documents to be created and distributed by Grantee, subgrantees and subcontractors pursuant to this agreement, Grantee, subgrantees and subcontractors shall include, in a prominent location that conforms to Exhibit G, First 5 LA’s logo and the statement “Funded by First 5 LA, a leading public grantmaking and child advocacy organization” and shall provide Prevention Institute staff with material for review and approval prior to finalizing the print publication or digital media.
1.2.3 If applicable to the performance of this Contract, Grantee, subgrantees and subcontractors shall also prominently display all First 5 LA supplied promotional materials, such as educational posters, banners, brochures and fliers at project and program sites.

1.2.4 Prevention Institute and/or First 5 LA may reference Grantee and Grantee’s participation in the program without advanced notice to Grantee.

1.3 Representations of Grantee:

1.3.1 Neither Grantee, nor its employees, partners or agents, will engage in conduct which in the reasonable opinion of Prevention Institute or First 5 LA is likely to bring Prevention Institute or First 5 LA into disrepute or is otherwise detrimental to Prevention Institute or First 5 LA.

1.3.2 Grantee is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee’s right to enter into this Agreement or Grantee’s right or ability to perform Grantee’s obligations under this Agreement.

1.4 Independent Contractor: The relationship between Grantee and Prevention Institute will, at all times, be that of an independent contractor. It is further understood that neither party is, nor will be considered to be, an agent, partner, joint venture or employee of the other. Prevention Institute shall not be responsible for withholding taxes with respect to the Grantee’s compensation. Grantee shall have no claim against Prevention Institute under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Neither party has the authority to enter into any contract or agreement to bind the other party and will not represent to anyone that it has such authority.

1.5 Insurance: Grantee shall obtain and maintain at all times during the term of this agreement the following policies of insurance with the minimum limits indicated below, unless otherwise approved in writing:

1.5.1 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 agreement or the beginning of Grantee’s performance of services under this 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 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 agreement or the beginning of Grantee’s performance of services under this agreement, Grantee must purchase extended reporting coverage for a minimum of three (3) years after the completion of Grantee’s services under this contract.

1.5.2 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.
1.5.3 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.

1.5.4 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.

1.5.5 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.

1.5.6 The following endorsements are required:
1.5.6.1 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 Grantee. A Blanket Additional Insured endorsement indicating Additional Insured status “as required by written contract or agreement” is acceptable.

1.5.6.2 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.

1.5.6.3 No policies of insurance provided to comply with this Section 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 Prevention Institute or First 5 LA. Grantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy as required by this agreement shall include a waiver of subrogation endorsement. Grantee’s failure to provide a waiver of subrogation endorsement from Grantee’s insurer(s) shall not relieve Grantee of its obligations under this agreement.

1.5.7 Should the policies of insurance required under this agreement be suspended, voided, modified, terminated or non-renewed, Grantee will provide thirty (30) days’ prior written notice excepting only for non-payment of premium, in which case Grantee shall provide ten (10) days’ written notice. If the policies of insurance required under this agreement are suspended, voided, modified, terminated or non-renewed, Grantee shall, within two (2) business days of notice from the insurer(s), notify Prevention Institute by phone, fax or certified mail, return receipt requested of the suspension, voiding, modification, termination or non-renewal of the policies.

1.5.8 The requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.
1.5.9 The requirements of this section shall supersede all other sections and provisions of this agreement to the extent that any other section or provision conflicts with or impairs this section.

1.5.10 All insurance coverage and limits provided by Grantee and available and applicable to this agreement 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.

1.5.11 Grantee or Grantee’s insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to Prevention Institute by postal or electronic mail.

1.5.12 Renewal Certificates shall be provided not less than ten (10) calendar days prior to Grantee’s policy expiration dates. Prevention Institute, at any time, may request and obtain from Grantee complete, certified copies of any insurance policies required of Grantee under this Section.

1.5.13 Grantee’s failure to maintain the policies of insurance required under this agreement and submit compliant certificates of insurance shall constitute a breach of this Contract for which Prevention Institute may withhold payment to Grantee until such time as Grantee complies with the insurance requirements contained in this section, terminate this agreement or secure alternate insurance at Grantee’s expense.

1.5.14 Grantee also shall promptly report to Prevention Institute any injury or property damage accident or incident, including any injury to a Grantee’s employee occurring at a Prevention Institute or First 5 LA sponsored event, and any loss, disappearance, destruction, misuse, or theft of Prevention Institute or First 5 LA property, monies or securities entrusted to Grantee. Grantee also shall promptly notify Prevention Institute of any third party claim or suit filed against Prevention Institute or any of its grantee and subgrantees which arises from or relates to this agreement, and could result in the filing of a claim or lawsuit against Grantee, Prevention Institute and/or First 5 LA.

1.6 Indemnification

1.6.1 Indemnity for Professional Liability. When the law establishes a professional standard of care for Grantees, Grantee’s subcontractors and subgrantees services or if the services or a portion of the services performed by Grantee or subgrantees involves the use of professional knowledge, and to the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless Prevention Institute and First 5 LA, their officials, officers, directors, employees, servants, designated volunteers and agents serving as independent contractors in the role of Prevention Institute or First 5 LA officials (collectively “Indemnites”), 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, grantees, subgrantees, or any entity or individual that Grantee bears legal liability thereof, in the performance of professional services under this Agreement. Grantee shall defend Indemnites in any action or actions filed in connection with any such damages with
counsel of First 5 LA’s choice and shall pay all costs and expenses, including actual attorney’s fees, incurred in connection with such defense.

1.6.2 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 or Grantee’s subcontractors and subgrantees performance of this 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 First 5 LA’s choice and shall pay all costs and expenses, including actual attorney’s fees, incurred in connection with such defense.

1.6.3 Survival. The terms of this section shall survive the expiration or termination of this Agreement.

1.7 Compliance: Grantee and Grantee’s subcontractors and subgrantees 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 agreement, including standards of professional ethics governing the use of assessment tools and standards governing the provision of services via the internal and telephone and the dissemination of information and educational materials. Failure to comply with such laws, ordinances, codes, regulations and authorities shall be deemed a material breach of this agreement.

1.8 Prohibited Use of Funds: The activities conducted under this Agreement will be of an educational and charitable nature. The parties agree that while performing the work under this Agreement, none of the communications with the public or related activities will contain any endorsement or opposition, implicit or explicit, of any candidate for public office, specific legislation, or ballot measure. In addition, Grantee shall not share or provide any information, data or other resources derived through the completion of work under this Agreement to any other organization or individual for purposes that are not of an educational or charitable nature, including but not limited to any political organization, political party, candidate or candidate’s campaign. For the avoidance of doubt, neither party is permitted to use materials generated during the initiative for commercial purposes without the other party’s written consent. The following expenditures are also prohibited:

1.8.1 Direct services
1.8.2 Voter Registration Drives
1.8.3 Capital improvements
1.8.4 Endowments
1.8.5 Fundraising events
1.8.6 Support solely for existing operations
1.8.7 Activities with religious purposes
1.8.8 Grants to individuals
1.8.9 Operating deficits or retirement of debt
1.8.10 Salary for new or existing staff to provide direct services
1.8.11 Development of curricula to be used for direct services
1.8.12 Organizational Capacity building activities of public agencies or private foundations
2. **Intellectual Property**: Grantee agrees that literary, artistic and intellectual works, including software, materials, published documents or reports created by Grantee, subgrantee and subcontractors in the performance of this agreement are works made for hire. First 5 LA 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 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, subgrantees and subcontractors shall defend, indemnify and hold harmless Indemnitees, as defined in this agreement, 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 Grantee’s pre-existing materials are contained in the products produced under this agreement, Grantee retains ownership of such pre-existing materials. Grantee grants to Prevention Institute and First 5 LA an irrevocable, worldwide, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such pre-existing materials to the extent that these materials are part of the products developed under this agreement. Prevention Institute and First 5 LA do not have any right to use Grantee’s pre-existing materials beyond this scope.

3. **Data Collection and Evaluation**

3.1 If performance of services under this agreement includes gathering data and information, evaluating the data and information, or reporting conclusions and recommendations arising out of that collection and evaluation process, the following limitations will apply to grantee’s use of the data and information in addition to any other conditions and limitations imposed by this agreement.

3.1.1 **Data and Information Ownership**: The data and information collected by Grantee shall be the sole property of First 5 LA. Grantee shall maintain the data and information in form and substance consistent with accepted research practices. Within 30 calendar days of the expiration or termination of this agreement, Grantee shall deliver all original collected data and information to Prevention Institute for dissemination to First 5 LA staff. Grantee shall cease use of all data and information at the expiration or termination of this contract.

3.1.2 **Dissemination of Data and Information**: First 5 LA, in its sole discretion, shall determine the timing, format and manner of the dissemination of the data and information and any report of Grantee’s or subgrantees and subcontractors’ results, conclusions or recommendations. First 5 LA shall attribute the collection and evaluation of the data and information to Grantee upon dissemination. Grantee shall not disseminate the data and information without prior written consent. Grantee, subgrantees and subcontractors shall request consent to disseminate the data and information in writing not less than twenty (20) business days in advance of the dissemination by submitting the Data Use Approval Form, attached as Exhibit F. Grantee, subgrantees and subcontractors request shall state the
specific purpose for which consent is being sought. If Grantee or subgrantees and subcontractors’ desires to use the data and information for a purpose that will result in profit or financial compensation to Grantee or subgrantees and subcontractors, or any party related to Grantee or subgrantees and subcontractors, Grantee or subgrantees and subcontractors shall submit a written request for consent to First 5 LA. In such cases, First 5 LA may enter into a royalty, licensing or reimbursement agreement with Grantee or subgrantees and subcontractors, as appropriate, prior to giving its consent, to compensate or reimburse First 5 LA for the use of its data and information. First 5 LA 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, Grantee and subgrantees and subcontractors shall acknowledge First 5 LA participation and funding pursuant to this agreement and shall provide two (2) copies of the published material.

3.1.3 Grantee shall implement and comply with adequate procedures to maintain confidentiality of all data and information.

3.1.4 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), Grantee shall provide all collected raw data and information, including individual identifiers, and, upon request, permit review of collected raw data and information.

3.1.5 Grantee 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 Supplication 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.

3.1.6 Grantee shall immediately notify discovery of any breach of confidential data and information and of subgrantees and subcontractors’ 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 agreement. If Grantee or subgrantees and subcontractors 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.
3.1.7 If applicable, Grantee and subgrantees and subcontractors shall gather data and information in compliance with the requirements of HIPAA and Institutional Review Boards (“IRBs”), including obtaining informed consents. Grantee and subgrantees and subcontractors shall disclose in all informed consent forms used in the performance of this agreement that Grantee, to the extent permitted by state and federal law, will share data and information gathered pursuant to this agreement with Prevention Institute and First 5 LA.

4. **Compensation:**

4.1 Prevention Institute agrees to pay to Grantee a not to exceed amount of $[AMOUNT], according to the schedule and conditions set forth in Attachment 2. This funding is contingent upon strong progress by Grantee in meeting the expectations for deliverables and goals established by the program.

4.2 Grantee agrees to obtain advance approval from Prevention Institute prior to shifting more than 10% of budget dollars from one budget category, e.g. personnel, to another, e.g. direct expenses.

4.3 Prevention Institute will only reimburse Grantee for costs actually and reasonably incurred in the course of completing work under this Agreement and Grantee will submit itemized reports showing actual expenses incurred. Expenses incurred prior to the Effective Date or subsequent to the End Date are not allowed under this Agreement.

4.4 Grantee will maintain accurate record of all expenses incurred under this Agreement. In the event Prevention Institute disputes any reported amount paid, Prevention Institute will notify Grantee, and the parties agree to use their best efforts to resolve such dispute expeditiously. Grantee agrees to provide Prevention Institute full supporting documentation concerning any disputed reported expense within 30 days after Prevention Institute requests the documentation. The due date for payment may be extended until complete resolution of the dispute.

4.5 Grantee must use the funding received from Prevention Institute for completion of the work described in Attachment 1 and for no other purpose.

4.6 Prevention Institute is not liable for any payments above the amount referenced in Attachment 1 or for consideration of any expenses that have been deemed ineligible.

4.7 Grantee acknowledges that Prevention Institute may withhold any unpaid portion of funding, and if necessary, require the repayment of any part of funding already paid, if Prevention Institute reasonably believes that the Grantee is not working effectively to carry out its obligations or is not complying with the terms of this Agreement.

4.8 If this Agreement is terminated prior to the original End Date, the Grantee must return all unexpended funding to Prevention Institute.

4.9 Funds unexpended as of the End Date must be returned to Prevention Institute.

5. **Term and Termination:**

5.1 The term of this Agreement will begin on [START DATE], 2020 (the “Effective Date”) and end on [END DATE], 2021 (the “End Date”).

5.2 Either party may terminate this Agreement by giving the other party written notice at least 30 days prior to the effective date of termination if:

   5.2.1 The other party commits a material breach of this Agreement that is not capable of being remedied;
5.2.2 The other party commits a material breach of this Agreement and does not remedy that breach to the reasonable satisfaction of the notifying party within 14 days of the other party receiving written notice from the notifying party specifying the breach;

5.2.3 The other party suffers any insolvency event, including without limitation having a receiver or administrator appointed or ceasing or threatening to cease operations; or,

5.2.4 The Grantee or its staff deemed essential to completion of the work under this Agreement has a conflict of interest which cannot be resolved to the satisfaction of both parties.

5.3 Unless agreed to otherwise, upon termination of this Agreement the parties will continue to be bound by the obligations, representations and warranties of paragraphs, 2. Intellectual Property, 6.4 Confidentiality and any other paragraphs which, by their nature, are intended to survive termination.

5.4 In the event of early termination of this Agreement for any reason, Prevention Institute will no longer be obligated to make any payments of any kind to Grantee. However, any payments due for work rendered satisfactorily prior to such termination but not yet made will be made on a pro rata basis. Any such payment will be due and payable within thirty days of the receipt of notice of termination by the parties.

6. **Evaluation Component:**

6.1 Grantee agrees with and acknowledges the following:

6.1.1 Grantee will cooperate and use all reasonable best efforts to work collaboratively with Prevention Institute and Ersoylu Consulting to answer all reasonable questions and requests to participate in evaluation activities throughout the program.

6.1.2 Grantee consents to Prevention Institute communicating and/or disseminating findings from the evaluation activities to First 5 LA, in any format, under any circumstances.

6.2 In the event that Prevention Institute and/or First 5 LA wish to disseminate or publish evaluation findings to any third party, Prevention Institute will obtain Grantee’s prior written consent if the disseminated or published material will contain data specific to a project, which shall not be unreasonably withheld. Prevention Institute and First 5 LA will not be required to obtain Grantee’s prior written consent if the disseminated or published material is based on de-identified, aggregated, program level or non-project specific data.

6.3 For the avoidance of doubt, ownership of background intellectual property contributed by the Grantee or Prevention Institute or First 5 LA for the purposes of performing their obligations under this Agreement will remain with the contributing party, with the exception of findings generated by Prevention Institute in accordance with this Agreement, from which any resulting intellectual property shall remain with Prevention Institute.

7. **Miscellaneous:**

7.1 **Unlawful Harassment Policy:** Grantee acknowledges having read and accepted Prevention Institute’s Unlawful Harassment Policy (Attachment 3) and understands that violations of this Policy could result in disciplinary action, up to and including contract termination.

7.2 **Notices:** Any notices, demand, consent or other communication given or made under this Agreement must be in writing and signed by a person duly authorized by the Grantee and delivered to the intended recipient by either pre-paid post or by email to the individuals listed below:
7.3 Assignment and Delegation: Grantee may not assign any of its rights or delegate any responsibility or obligations under this Agreement without the prior written consent of Prevention Institute.

7.4 Confidentiality:

7.4.1 Except as otherwise provided in this paragraph, each party must keep confidential and not disclose to any third party any confidential information and only use confidential information for the purposes of carrying out its obligations under this Agreement.

7.4.2 Each party may disclose confidential information to its directors, employees or other professional advisors, e.g. lawyer or accountant, who have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality; use the confidential information to the extent necessary to complete its obligations under this Agreement; disclose confidential information to the extent required by law.

7.4.3 The obligations to protect confidential information does not apply if the party claiming confidentiality has agreed that the information may be disclosed by the other party; if prior to disclosure, the information is in the public domain; or is independently developed by an employee of the party obligated to maintain confidentiality.

7.4.4 Each party must use its reasonable efforts to ensure that its respective employees, directors and advisors who participate in program or acquire access to confidential information must be subject to obligations of confidentiality.

This Agreement constitutes the entire agreement between the parties regarding the BEPAPF program. This Agreement may not be modified, and no provision waived, without the prior written consent of the party against whom enforcement of the amendment or waiver is sought. No delay in exercising any right shall constitute a waiver of that right.

In Witness Whereof, the parties have executed this Agreement as of the date first set forth above.

Prevention Institute:  Grantee: [NAME OF GRANTEE]
Attachment 1
Project Summary, Scope of Work, and Approved Budget

1. Project Summary:

2. Scope of Work:

3. Approved Budgets:

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Attachment 2
Payment and Reporting Schedule

1. Payment and Reporting Schedule:
   1.1 Grantee will receive 50% of the approved budget within 30 days of the execution of this agreement and upon submission of all required supporting documentation, e.g. signed agreement, insurance certificate, W-9, etc.
   1.2 Grantee will submit an interim progress report with interim project deliverables and an interim financial report by [DATE]. Grantee will receive the final 50% of the approved budget by [DATE] (one month after submission of interim reports), assuming successful submission of documents and demonstrated progress against the project plan and spending plan.
   1.3 Grantee will submit the final project deliverable(s), and the completed final narrative report and final financial report by [DATE], one month after the end of the grant period. Funds unexpended as of the End Date must be returned to Prevention Institute.

2. Instructions for Narrative Reports:
   2.1 Using the template provided by Prevention Institute, Grantee should describe the work completed to date.
   2.2 The schedule for report submission is outlined in Paragraph 1.

3. Instructions for Financial Reports:
   3.1 Grantee should submit a summary of cumulative project to date expenses using the templates provided by Prevention Institute according to the schedule outlined above. The financial report should clearly indicate the name of the Grantee and the time period for the report.
   3.2 Grantee should compare the cumulative project expenses to-date totals to the approved budget and report a percentage variance for the subtotals referenced in paragraph 3.1.
   3.3 If the percentage variance is greater than 10% for any subtotal, an explanation of why spending was more than expected must be provided. Prevention Institute may request additional detail about a particular variance before processing payment.
   3.4 The financial reports should be approved and signed by the Grantee’s appropriate administrative official.

4. Narrative and Financial reports should be submitted to BEPAF@preventioninstitute.org according to the schedule referenced in Section 1.
Attachment 3
Unlawful Harassment Policy

It is the policy of the Prevention Institute to maintain a working environment which encourages mutual respect, promotes respectful and congenial relationships between employees and others, and is free from all forms of illegal harassment of any employee, independent contractor or applicant for employment by anyone, including managers, supervisors, officers, directors, co-workers, vendors, clients or independent contractors. Illegal harassment in any manner or form based on an individual’s race, color, religion (including religious beliefs and observances and religious dress and grooming practices), sex (which includes gender, gender identity, gender expression), sexual stereotyping, national origin, ancestry, citizenship status, pregnancy (including childbirth, medical conditions related to pregnancy and breast feeding and related medical conditions), physical or mental disability, age, uniformed service member status, veteran status, marital status, medical condition, genetic information, sexual orientation or any other protected characteristic is a violation of the law and will not be tolerated.

Sexual Harassment Defined
Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee’s body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual’s body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, or impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a Manager or Supervisor, or harassment by persons doing business with or for Prevention Institute such as independent contractors, vendors and/or clients.

Prevention Institute’s Complaint Procedure
Any complaint of unlawful harassment will be subjected to an immediate, thorough, and objective investigation appropriate under the circumstances. Any person who believes that he or she has been or is being harassed or discriminated against based on a protected characteristic, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if such an approach is either not possible or is
uncomfortable for the complainant, he or she should immediately report the complained-of conduct to his or her immediate supervisor, Administrative Manager or any director in the organization. The report should include all facts available to the individual regarding the unlawful harassment. Any supervisor or other employee must immediately notify the Administrative Manager of any report, complaint or observations of unlawful harassment. The Administrative Manager will ensure that the matter is promptly investigated. If the complaint is against the Administrative Manager, a report can be made to any Managing Director and that Managing Director will ensure that the matter is promptly investigated.

**Protection Against Retaliation**
Prevention Institute will not retaliate against any employee or independent contractor for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in an Institute investigation or any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, Prevention Institute will not knowingly permit any retaliation against any employee or independent contractor who complains of prohibited harassment or who participates in an investigation. Any report of retaliatory conduct will be promptly, objectively and thoroughly investigated in accordance with the Institute’s investigation procedure described herein. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

**Confidentiality**
All reports of unlawful harassment will be treated seriously. However, confidentiality is not promised nor can it be assured. That being said, reports and investigations will be treated as confidential personnel matters. Confidentiality is an important goal because it respects the dignity of all parties involved. If you are involved in an investigation either as the complainant, alleged harasser or witness, you are encouraged not to discuss the matter with any co-workers to prevent gossip and disruption in the workplace. Employees who are not involved in the investigation are expected to respect investigations as confidential personnel matters and not discuss the matter with any co-workers to prevent gossip and disruption in the workplace. Further, all employees and independent contractors are not to discuss with outside individuals other than in a privileged attorney client or comparable setting such as patient physician, for example.

**Investigative Procedure**
Once a complaint is received, Prevention Institute will begin a prompt and thorough investigation. The investigation may include interviews with all involved, including the alleged harasser, and any employees and others who are aware of facts or incidents alleged to have occurred. The Institute prohibits employees from hindering an internal investigation or the internal complaint procedure. Once the investigation is completed, a determination will be made regarding the appropriate response to the allegations. If it is determined that a violation of the unlawful harassment policy has occurred, prompt, remedial action will be taken. Such actions may include discipline, up to and including termination, for any person Prevention Institute reasonably believes engaged in unlawful harassment. If the harassment is from a vendor or client, the Institute will take appropriate action to stop the complained-of conduct. The results of the investigation (i.e. finding of harassment, no finding of harassment or insufficient facts to make a finding) will be shared with the complainant and alleged harasser.

**Duties of Employees, Managers, Supervisors and Directors**
All employees of the Institute, both management and non-management, are responsible for assuring that a workplace free of illegal harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. The Institute strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without any interference of any type and requests the assistance of all employees in this effort.
In addition, all Institute supervisors, managers, and directors are expected to adhere to the Institute’s unlawful harassment policy and to maintain confidentiality. All managers, supervisors and directors are responsible for doing all they can to prevent and discourage illegal harassment from occurring. If a complaint is brought to the attention of a manager, supervisor or director, he or she shall promptly notify the Administrative Manager or, alternatively, the Director over personnel of the complaint so that the matter may be investigated immediately. If a supervisor, manager or director fails to follow this policy he or she will be disciplined. Such discipline may include termination of employment.

**Liability For Unlawful Harassment**

Any employee of Prevention Institute, whether a coworker, manager, director or supervisor, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any individual who engages in unlawful harassment, including any employee or independent contractor may be sued and held personally liable for monetary damages, if a lawsuit is filed.

**Additional Enforcement Information**

In addition to Prevention Institute’s internal complaint procedure, employees should also be aware that complaints of unlawful harassment may be directed to the United States Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH). The EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes and/or prosecute complaints for unlawful harassment in court. The address of the local office of the EEOC and the DFEH may be found among the state and federal listings in the telephone book or online through the internet.

For more information, contact Prevention Institute’s Chief Operating Officer.