AGREEMENT # 00999

LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST
PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)

GRANT AGREEMENT

For

Oral Health

FOR THE PERIOD

July 1, 2013 to June 30, 2014

750 N. Alameda Street
Suite 300
Los Angeles, CA 90012
PH: 213.482.5902
FAX: 213.482.5903
www.first5la.org

A public entity..
GRANT AGREEMENT FOR
ORAL HEALTH

This Grant Agreement, made and entered into this _____ day of _____ 2013, by and between

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

and

ABC Dentist

Hereinafter referred to as “GRANTEE,”

Collectively referred to as the “Parties”

GRANT AMOUNT: $50,000
GRANT NUMBER: 00999
## Oral Health 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 supersedes 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** «STATEMENT OF WORK, SCOPE OF WORK, EVALUATION PLAN, LOGIC MODEL»
      - **Exhibit B** BUDGET and BUDGET NARRATIVE
      - **Exhibit C** COMPLIANCE GUIDELINES
      - 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** MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORM
        - **Exhibit E** INVOICE FORMS
        - **Exhibit F** SEMI-ANNUAL REPORTS AND QUARTERLY REPORTS «AND SUSTAINABILITY PLAN»
        - **Exhibit G** «FINAL EVALUATION REPORT»

   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. COMMISSION is committed to creating a future throughout Los Angeles County’s diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

   2.2. Mission. COMMISSION will work to make significant and measurable progress towards this vision by increasing the number of children from prenatal through age five who are physically and emotionally healthy, safe and ready to learn.

   2.3. Values. COMMISSION intends to fulfill our vision and mission by shaping its efforts around five (5) core values:

      - **2.3.1. Families.** COMMISSION acknowledges and amplifies the voice of families so that they have the information, resources and opportunities to raise their children successfully.
2.3.2. Communities. COMMISSION strengthens communities by enhancing their ability to support families.

2.3.3. Results Focus. COMMISSION is accountable for defining results for young children and for our success in achieving them.

2.3.4. Learning: COMMISSION is open to new ideas and to modify its approaches based on what it learns.

2.3.5. Advocacy: COMMISSION uses its unique role to build public support for policies and programs that benefit children prenatal through age five (5) and their families.

2.4. Role of the Commission. COMMISSION will continue to serve the following roles:

2.4.1. Community Partner. COMMISSION operates as a community partner to complement, build, and strengthen the efforts and activities of others to have a greater impact on the lives of children and families.

2.4.2. Trendsetter and Leader. COMMISSION serves as a trendsetter and leader that identifies, funds and replicates innovation, as well as proven solutions to long-standing problems that affect children and families.

2.4.3. Change Agent. COMMISSION serves as a change agent to help mobilize the broader community to advocate for expectant parents, young children, and their families.

2.4.4. Convener and Facilitator. COMMISSION serves as a convener and facilitator to bring together individuals, agencies and organizations with common goals.

2.4.5. Catalyst. COMMISSION serves as a catalyst to promote the sustainability of effective programs for young children and their families.

2.5. Program Purpose. COMMISSION is providing grant funds to GRANTEE for the programs and services described in Exhibits A and B in order to assist GRANTEE in providing programs, services, activities and projects that impact one or more of the established goals of “Early Learning”, “Health” and “Safety” outlined in the “First 5 LA Strategic Plan FY 2009-2015: Strengthening Families and Communities in LA County”. The grant funds will assist GRANTEE in improving systems coordination and responsiveness and enhancing organizational and management capacity.

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 and the general standards of care applicable to GRANTEE’s business.

3.3. If GRANTEE fails to achieve a performance objective by the due date set forth in Exhibit A, GRANTEE shall notify the assigned COMMISSION staff of GRANTEE’s failure within thirty (30) calendar days after the due date by submitting 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’’), unless COMMISSION
relieves GRANTEE of its obligations to submit a Corrective Action Plan. Corrective Action Plans are subject to COMMISSION’s approval. GRANTEE’s failure to timely submit a Corrective Action Plan required under this Paragraph 3.3 shall be deemed a material breach of this Grant Agreement. 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.

4. **TERM OF GRANT AGREEMENT**

The term of this Grant Agreement (“Grant Period”) shall be from **July 1, 2013** (“effective date”) through **June 30, 2014** (“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.

6. **PROGRAM EVALUATION AND REVIEW**

6.1. COMMISSION may evaluate the Oral Health Initiative 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.

6.2. GRANTEE shall participate in and cooperate with statewide evaluations of California Proposition 10 (1998) (“Proposition 10”) efforts 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”), 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.

6.3. 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.
6.4. If required under the provisions of Exhibit A, GRANTEE shall submit Semi-Annual Reports, Quarterly Reports, a Sustainability Plan and a Final Evaluation Report to COMMISSION by the dates specified in Exhibit A. GRANTEE shall submit Semi-Annual Reports, Quarterly Reports or Final Evaluation Report, as applicable within one (1) month after the expiration or termination of this Grant Agreement. GRANTEE shall address reports and plans to the appropriate COMMISSION staff person and mail them to COMMISSION’s address set forth in Section 31 of this Grant Agreement. Semi-Annual Reports, Quarterly Reports and the Sustainability Plan, as applicable, that are submitted by GRANTEE are collectively incorporated into this Grant Agreement as Exhibit F. The Final Evaluation Report if required to be submitted by GRANTEE is incorporated into this Grant Agreement as Exhibit G. Semi-Annual Reports and Quarterly Reports shall contain basic service level estimates of work completed by GRANTEE per reporting period. The Quarterly Reports and the final Semi-Annual Report 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 Semi-Annual Reports and Quarterly 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. If applicable, the Final Evaluation Report shall detail the outcomes of the programs and services conducted by GRANTEE under this Grant Agreement.

6.5. 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 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. **DATA, INFORMATION AND RECORDS**

7.1. **Joint Ownership of Data and Information.** The Parties shall jointly own any data and information collected in the performance of this Grant Agreement. To facilitate the joint ownership of collected data and information, COMMISSION shall develop, as applicable, a mechanism for file sharing between the Parties via the Internet. Until COMMISSION develops the file sharing mechanism, GRANTEE shall provide data to COMMISSION at time intervals determined by COMMISSION and GRANTEE to be appropriate for the programs and services provided under this Grant Agreement.

7.2. **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 relates 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, 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. GRANTEE shall add COMMISSION to all GRANTEE consent and release forms as the “LA Cty. Prop 10 Comm., its officers, 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. 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.

8. **MODIFICATION OF AGREEMENT DOCUMENTS**

8.1. **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 by virtue of COMMISSION’s review and approval of, or failure to object to, contracts or other business transactions entered into by GRANTEE.

8.2. **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 approval at least one (1) calendar month prior to the proposed effective date of the modifications.

8.3. **Proposed Budget Modifications.**

8.3.1. **Informal Budget Modifications.** GRANTEE may only make two (2) informal modifications to the budget, as set forth in Exhibit B, during the Grant Period. GRANTEE may:

   a. Modify an original cost category of Five Thousand Dollars ($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 9 of this Grant Agreement that explains the informal modification; or

b. Modify an original cost category that is greater than Five Thousand Dollars ($5,000) dollars and incur expenses that are less than or equal to ten percent (10%) of the amount of the original cost category pursuant to an informal budget modification, provided that GRANTEE submits a memorandum to COMMISSION with the monthly invoice required under Section 9 of this Grant Agreement that explains the informal modification.

8.3.2. Formal Budget Modification.

a. Prior to incurring any costs, GRANTEE shall obtain COMMISSION’s prior written approval, pursuant to a formal budget modification, of any modification to an original cost category of Five Thousand Dollars ($5,000) or more, which modification will exceed ten percent (10%) of the cost category.

b. GRANTEE shall address and send a request for a formal budget modification to the Grants Management Department, or the assigned 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. GRANTEE shall not submit a request for a formal budget modification during the first two (2) months or the last quarter of the budget period.

c. GRANTEE is only permitted two (2) 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.

9. MONTHLY FINANCIAL REPORTING

Not later than the last business day of each month, and beginning **August 2013** for the month of **July 2013**, 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 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 a Final Performance Evaluation 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 E** upon COMMISSION’s receipt of each invoice. GRANTEE shall address invoices to the Finance Department at the address specified in Section 31. 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 9, COMMISSION may, in its sole option, be entitled to a sum not to exceed five percent (5%) of the undisputed portion of the invoice as liquidated damages.

10. MATCHING FUNDS, PAYMENTS AND EXPENDITURES

10.1. **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.
10.2. **Payments.** COMMISSION shall pay GRANTEE in accordance with the budget set forth in Exhibit B and the terms set forth in this Section 10. 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.

10.2.1. Monthly Payments to GRANTEE. From the **second** month through the **eleventh** month of the Grant Period, and 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 twenty (20) business days following COMMISSION’s receipt of GRANTEE’s properly completed invoice. 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.

10.2.2. 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 twenty (20) business days following COMMISSION’s receipt of GRANTEE’s properly completed final invoice minus the amount of any unmet matching funds, if applicable.

10.2.3. 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.

10.3. **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 10.

10.3.1. GRANTEE shall complete all activities under the cost category “Capital Improvement/Renovations” within the first year of the Grant Period. GRANTEE shall submit any adjustment to this cost category to COMMISSION for COMMISSION’s approval. GRANTEE shall be solely responsible for compliance with all applicable land use, permitting, environmental, contracting and labor laws, including, the California Public Contracts Code and the California Labor Code.

10.3.2. GRANTEE shall complete all purchases under the cost category “Equipment” in within year one of the Grant Period. Any requests for exceptions to the one-year period require prior notification by GRANTEE to COMMISSION, which requests may be approved in COMMISSION’s sole discretion.

10.3.3. GRANTEE shall calculate all expenses under the cost category “Space and Telephone” based on a standard formula that uses a reasonable allocation methodology, which formula is subject to COMMISSION’s final approval.

10.3.4. GRANTEE’s indirect costs shall be limited to ten percent (10%) of GRANTEE’s personnel costs, excluding fringe benefits. Indirect costs exceeding the ten percent (10%) are GRANTEE’s sole responsibility.
11. **SUPPLANTING**

11.1. GRANTEE, its officers, 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.

11.2. 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.

12. **ACCOUNTING**

12.1. GRANTEE shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles (“GAAP”).

12.2. 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.

13. **TANGIBLE REAL AND PERSONAL PROPERTY**

13.1. **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.

13.2. **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 shall become COMMISSION’s property upon the expiration or termination of this Grant Agreement. COMMISSION shall exercise its option to retain items of tangible real or personal property within the thirty (30) calendar days immediately preceding and following the expiration or termination of this Grant Agreement. 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 this Grant Agreement, so long as GRANTEE demonstrates that GRANTEE will use the tangible personal property for purposes consistent with COMMISSION’s mission and statutory authority.

14. **PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (“MAA”)**

GRANTEE may voluntarily participate in the Medi-Cal Administrative Activities (“MAA”) Program implemented by COMMISSION under the governance of the County of Los Angeles Local Governmental Agency (the “County”) during the Grant Period. If GRANTEE voluntarily participates in the MAA Program, GRANTEE shall sign the Medi-Cal Administrative Activities (MAA) Form, attached hereto as Exhibit D, and perform the MAA Activities detailed in Exhibit D on behalf of the State of California Department of Health Services (“CDHS”) and the County and as approved by
COMMISSION and the County. **Exhibit D** is incorporated into this Grant Agreement upon its execution by GRANTEE.

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 officers, 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 15.

16. **CONFLICT OF INTEREST**

GRANTEE shall comply with all applicable conflict of interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 et seq.) and California Government Code Section 1090. GRANTEE shall avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists also when GRANTEE has the opportunity to advance or protect GRANTEE’s own interest or private interest of others, with whom GRANTEE has a relationship, in a way that is detrimental to COMMISSION’s interest, or potentially harmful to COMMISSION’s integrity or fundamental mission. GRANTEE shall not provide technical assistance to any COMMISSION grantee, agency or collaborator with whom GRANTEE has a prior or existing business relationship. GRANTEE shall maintain the confidentiality of any confidential information obtained from COMMISSION during the Grant Period and shall not use such information for personal or commercial gain outside this Grant Agreement. GRANTEE shall not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **Oral Health Initiative**. During the Grant Period and for one (1) year thereafter, GRANTEE shall not knowingly solicit or accept employment or compensation from any COMMISSION collaborator or contractor without COMMISSION’s prior written consent.

17. **PUBLIC STATEMENTS AND PROMOTIONAL MATERIALS**

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 Grant Agreement that the programs and services are funded by COMMISSION. If applicable to the performance of this Grant Agreement, GRANTEE shall prominently display all COMMISSION supplied promotional materials, such as educational posters, banners, brochures and fliers at project and program sites. GRANTEE shall ensure that promotional materials, activities and publications developed in support of the program and services conducted by GRANTEE pursuant to this Grant Agreement conform to the formatting requirements outlined in COMMISSION’s Style Guide, including the appropriate display of COMMISSION’s logo and funding attribution. All published documents created by GRANTEE
pursuant to this Grant Agreement shall include, in a prominent location, the statement “Funded without endorsement by First 5 LA.”

18. **PROPRIETARY RIGHTS**

COMMISSION and GRANTEE agree that all literary, artistic and intellectual works, including software, materials, published documents or reports, and data and information, 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.

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 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) in the aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) Form GC 00 01.

19.1.2. Auto Liability coverage on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single minimum limit of one million dollars ($1,000,000) per accident. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01. For vehicles funded by this Grant Agreement that COMMISSION has an ownership interest in, automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of one thousand dollars ($1,000) per accident and COMMISSION shall be named as Loss Payee, as COMMISSION’s interest may appear.

19.1.3. 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 for bodily injury or disease.

19.1.4. 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 date 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 the insurance for three (3) years after the completion of GRANTEE’s programs and 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 programs and services under this Agreement, GRANTEE must purchase extending reporting coverage for a minimum of three (3) years after the completion of GRANTEE’s programs and services under this Agreement.
19.1.5. Property Liability coverage on real and personal property on a replacement cost basis, written on a Special Causes of Loss form, including earthquake and flood coverage, and with a maximum deductible of one thousand dollars ($1,000) per occurrence. COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.

19.1.6. Crime Liability coverage with a minimum limit of twenty-five thousand dollars ($25,000) covering loss of money, securities or other property as a result of employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary or robbery. COMMISSION shall be named as Loss Payee, as COMMISSION's interest may appear.

19.2. The policies of insurance required under this Section 19 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:VII, unless otherwise approved in writing by COMMISSION’s Executive Director.

19.3. The Commercial General Liability and 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 officers, 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. 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 officers, agents, consultants and employees. 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.

19.5. No policies of insurance provided to comply with this Section 19 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. 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 19.5.

19.6. The policies of insurance required under this Section 19 shall be endorsed to state that should the policy be suspended, voided, modified, terminated, or non-renewed the insurer will endeavor to provide thirty (30) days’ prior written notice to COMMISSION. If the policies of insurance required under this Section 19 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.

19.7. The requirements of specific coverage features or limits contained in this Section 19 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.
19.8. The requirements of this Section 19 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 19.

19.9. 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 19.

19.10. GRANTEE shall deliver certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, to COMMISSION at the address set forth in Section 31 prior to GRANTEE’s performance of services under this Grant Agreement. Any actual or allege 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.

19.11. GRANTEE may submit evidence of adequate self-insurance as a substitute for the policies of insurance required under this Section 19 subject to the approval of COMMISSION’s Executive Director’s. GRANTEE shall submit to COMMISSION a copy of the self-insured certificate.

19.12. GRANTEE shall require all subcontractors performing services under this Grant Agreement to comply with all insurance requirements set forth in this Section 19. GRANTEE shall obtain certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, from all subcontractors and assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Section 19.

19.13. GRANTEE’s failure to maintain the policies of insurance required under this Section 19 shall constitute a material breach of this Grant Agreement for which COMMISSION may terminate this Grant Agreement pursuant to Section 29 of this Grant Agreement or secure alternate insurance at GRANTEE’S expense.

20. INDEMNIFICATION

20.1. Indemnity for Professional Liability. When the law establishes a professional standard of care for GRANTEE’s provision of the programs and services required under this Grant Agreement, and to the fullest extent permitted by law, GRANTEE shall defend, indemnify and hold harmless COMMISSION, its officials, officers 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 officers, 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 full 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 20 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 Grant Agreement without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. COMMISSION consents to GRANTEE's subcontracting of all or a portion of this Grant Agreement to the subcontractors listed in Exhibits A and B. GRANTEE is responsible for authenticating each subcontractor's certifications, professional licenses and background checks, as applicable. If COMMISSION consents to GRANTEE's subcontracting of all or a portion of this Grant Agreement, GRANTEE shall submit to COMMISSION a copy of the subcontract or memorandum of understanding between GRANTEE and the subcontractor for COMMISSION's review and approval prior to GRANTEE's commencement of programs and services under this Grant Agreement. Despite COMMISSION's consent, no assignment or delegation will release GRANTEE from any of its obligations or alter any of its primary obligations to be performed under this Grant Agreement. Any attempted assignment or delegation in violation of this provision is void and will entitle COMMISSION to terminate this Grant Agreement. As used in this Section 21, “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 Grant 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. In accordance with Los Angeles County Municipal Code Section 4.32.010 et seq., GRANTEE certifies and agrees that all persons employed by GRANTEE, its satellites, subsidiaries, or
holding companies are and will be treated equally by GRANTEE without the regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

22.4. 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.

22.5. 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.

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 23 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 23.

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 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.

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 governed by
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 (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.

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 9 and 10 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 a final Semi-Annual Report, Quarterly Report or Final Evaluation Report, as applicable. Neither Party shall have any other claim against the other Party by reason of such termination.

29.2. **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, and 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 9 and 10 of this Grant Agreement. Within one (1) month after the termination of this Grant Agreement, GRANTEE shall submit to COMMISSION a final Semi-Annual Report, Quarterly Report or Final Evaluation Report, as applicable. Neither Party shall have any other claim against the other Party by reason of such termination.

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

30.1. 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.

30.2. 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.

31. **NOTICES**

31.1. **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, or (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. E-mails shall be confirmed in hard copy by either United States mail, overnight courier or facsimile.

To GRANTEE:

<table>
<thead>
<tr>
<th>Program Contact Person</th>
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<td>Agency Address</td>
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To COMMISSION:

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

31.2. **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.

32. **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.

33. **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]
34. AGREEMENT SIGNATURES

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

GRANTEE:
ABC Dentist
123 S. North Street
Los Angeles, CA 90001

Agreed & Accepted:

PRINT NAME and TITLE of AUTHORIZED SIGNATORY

SIGNATURE

PRINT NAME and TITLE of AUTHORIZED SIGNATORY

SIGNATURE

NOTE: IF GRANTEE IS A CORPORATION, TWO SIGNATURES MAY BE REQUIRED

AND

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

Agreed & Accepted:

KIM BELSHÉ, EXECUTIVE DIRECTOR

Approved as to Form:

CRAIG A. STEELE, LEGAL COUNSEL