January 31, 2008

Dear Prospective Water Agency:

First 5 LA is issuing this Request for Proposal (RFP) to qualified water agencies interested in working with First 5 LA staff and Commission to implement the Oral Health Community Development (OHCD) Project.

First 5 LA’s OHCD Project is based upon the Commission’s priority to improve children’s oral health across LA County. At the September 2007 Commission meeting, the First 5 LA Commission approved the OHCD Project which aims to prevent dental decay in children through community water fluoridation and related public education and advocacy activities. First 5 LA is seeking proposals from eligible water agencies throughout the county ready to implement fluoridation infrastructure projects for their service delivery area. Please refer to the attached RFP for all proposal requirements.

In response to this RFP, water agencies must complete and submit their 1) Letter of Intent (LOI) to Submit Proposal for the OHCD Project and 2) proposal and all required documents to First 5 LA. Please submit one (1) original and five (5) copies of the 1) LOI and 2) proposal, including all required attachments and appendices to:

Evelyn V. Martinez, Executive Director
First 5 LA
750 N Alameda Street, Suite 300
Los Angeles, CA 90012
Attention: Oral Health Community Development Project

Letters of Intent to Submit Proposal for the OHCD Project are due no later than 5pm on March 13, 2008. All proposal submissions must be received by First 5 LA no later than 5:00pm on April 17, 2008. Faxed or e-mailed submissions will not be accepted. For additional information or further questions, please send an e-mail to: OHCD@first5la.org. Thank you for your continued commitment to children and families and your support of the vision and mission of First 5 LA.

Sincerely,

Evelyn V. Martinez
Executive Director
ORAL HEALTH COMMUNITY DEVELOPMENT PROJECT
REQUEST FOR PROPOSAL (RFP)

#xxxxxxxxxxxxxx

First 5 LA
Los Angeles County
Children and Families First-Proposition 10 Commission
RELEASE DATE: JANUARY 31, 2008
FIRST 5 LA
ORAL HEALTH COMMUNITY DEVELOPMENT PROJECT

REQUEST FOR PROPOSAL

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I. BACKGROUND

A. FIRST 5 LA

In 1998, California voters passed a statewide ballot initiative Proposition 10: The California Children and Families First Act of 1998. Effective January 1, 1999, Proposition 10 added a 50-cent tax on all tobacco products for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage through age five.

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

First 5 LA’s vision and commitment is to create a future throughout Los Angeles’ diverse communities where all young children are born healthy and raised in a loving and nurturing environment so they grow up healthy, are eager to learn, and reach their full potential. First 5 LA’s mission, from July 1, 2004 through June 30, 2009, is to make significant and measurable progress towards our vision by increasing the number of children from the prenatal stage through age five who are physically and emotionally healthy, safe, and ready to learn.

B. COMMUNITY WATER FLUORIDATION: A PUBLIC HEALTH MEASURE

Fluoride is a naturally occurring mineral in most water supplies that, if at optimal levels, can help to maintain dental tissue development and dental enamel resistance during a person’s entire life span. Water fluoridation is the most effective public health measure for the prevention of dental decay, demonstrating benefits to people of all ages. This is primarily due to the universal reach of water supplies to all communities.

The prenatal stage through age five is a critical period of tooth formation and development. Oral health, with respect to tooth formation and development, begins in the prenatal stage. The best tooth decay protection is achieved if fluoride is consumed from birth; moreover, 85% of the maximum protection is achieved if fluoride consumption starts between ages three and four. Widespread use of fluoride has been a major factor in the decline in the prevalence and severity of tooth decay in the United States.

California law (AB 733, signed into law in 1995) requires all public water systems with 10,000 or more service connections to fluoridate their systems, provided that funding for the project costs come from a source other than the water system’s own usual funding sources. AB 733 was proposed as part of the U.S. Public Health Service’s national campaign to “increase the proportion of the U.S. population served by community water systems with optimally fluoridated water” to a target of 75% by the turn of the century. AB 733 also mandates fluoridation of California’s public water systems with an ultimate goal to

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2 Subsequently, the Centers for Disease Control and Prevention (CDC) promulgated Healthy People 2010.
decrease dental caries which will create a potential cost-savings to taxpayers of approximately $80 million annually. Compared to other states, California ranked in the bottom 25% in providing optimally fluoridated water to its residents. Currently, the Centers for Disease Control and Prevention estimate that only 27.7% of California’s population receives optimally fluoridated water. More recently, the Dental Health Foundation, with support from First 5 California, released a report titled, “Mommy, It Hurts to Chew.” This 2006 report includes key survey findings as well as recommendations for an approach to reduce the impact of dental disease on children, families, and public systems in California. One of its key recommendations for actions to be taken is to “increase financial support for capital, operations and maintenance costs of community water fluoridation.” This report contributed to First 5 LA’s growing interest in investing in activities to improve the oral health of children from the prenatal stage through age five.

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3 Senate Committee Staff Analysis of the background of the bill as amended on June 14, 1995: projected cost savings to taxpayers is approximately $80 million with cumulative effects of $160 million annually.
4 “Mommy, It Hurts to Chew: The California Survey and an Oral Health Assessment of California’s Kindergarten and 3rd Grade Children” by the Dental Health Foundation, February 2006.
II. ORAL HEALTH COMMUNITY DEVELOPMENT PROJECT

At the September 2007 Commission meeting, the board approved the $20 million Oral Health Community Development (OHCD) Project that aims to prevent dental decay in children through community water fluoridation and related public education and advocacy activities. (First 5 LA’s OHCD Project September 2007 Board Memo and Report for further background information can be accessed on First 5 LA’s website, www.first5la.org.) First 5 LA’s OHCD Project is based upon the Commission’s priority to improve children’s oral health. All OHCD Project activities funded by First 5 LA will support First 5 LA’s strategic plan efforts.

The primary focus of the OHCD Project is to fund water fluoridation infrastructure equipment construction and related public education activities to improve the oral health of children in LA County from the prenatal stage through age five. This goal includes objectives to increase the percentage of children from the prenatal stage through age five who have access to community water sources that are optimally fluoridated and the percentage of children who consume optimally fluoridated water in LA County.

First 5 LA is seeking proposals from eligible water agencies with a level of readiness and technically prepared to construct water fluoridation infrastructure equipment in order to increase the number of people in their service area who will receive optimally fluoridated water. Eligible water agencies are expected to provide a detailed description regarding its qualifications, objectives, service connections, fluoridation chemicals permits, safety and security, public education, and leveraging efforts. The OHCD funds must build on existing efforts and interest in community water fluoridation. The current available leveraging opportunities are a driving force behind the OHCD Project. In line with the Commission’s desire to maximize its investments by working with other partners on strategic leveraging opportunities, the OHCD Project seeks to optimize concurrent fluoridation efforts by Metropolitan Water District (MWD) to further increase the supply of optimally fluoridated water in LA County.

The OHCD Project activities are one-time costs and will be available annually on a competitive, first-come-first-serve-basis, over the course of three years. Contracts funded under the OHCD Project will not exceed $1 million per contract. The incremental funding cycles enable water agencies time to strengthen their level of readiness to apply for funding. Water agencies who want to invest in construction of water fluoridation systems must assess feasibility and receive formal support from the municipalities that will receive the optimally fluoridated water as a result of the proposed Project. Water agencies may need to build their level of readiness through a number of other activities such as implementing a community building process to establish support for an OHCD Project across a range of stakeholders. The Commission requires water agencies to sustain the Project through continued fluoridation of water and public education.
III. ELIGIBILITY

“Water agency” refers to any entity considered to own and operate a community water system, including, but not limited to, public, private, and municipal water districts/companies/agencies providing water to consumers in LA County. Only water agencies meeting the following threshold criteria are eligible to submit a proposal requesting OHCD Project funding to optimally fluoridate its community drinking water:

1. Water agencies interested in submitting an OHCD Project proposal must first complete and submit a cover letter and Letter of Intent (LOI) to First 5 LA by 5:00pm, March 13, 2008. The LOI is Appendix A to this RFP;

2. Water agency’s service area that will receive optimally fluoridated water as a result of funding from First 5 LA must be within LA County;

3. Water agency has 10,000 or more service connections;

4. Water agency must demonstrate a level of readiness by demonstrating public will through formal support by municipalities that will receive optimally fluoridated water by water agency’s proposed Project;

5. At minimum, 5% of the population in the service area that will receive optimally fluoridated water identified in this proposal is age zero through five.

Water agencies must address these requirements by completing Appendix D: Verification of Eligibility.
IV. PROPOSAL CONTENT

Water agencies submitting a proposal for OHCD Project funding must review the following instructions and provide the proposal items listed below. Water agency’s proposal must use exact headings and subheadings. The proposal cannot exceed twenty (20) pages total, not including appendices and required attachments to the proposal.

A. DESCRIPTION OF THE WATER AGENCY

Briefly describe the water agency and any other organizations overseeing and/or administering the proposed Project. Describe administrative and fiscal experience that demonstrates the capacity of the water agency and/or organization that will provide administrative services for the proposed Project. Describe the water agency’s role in relation to the proposed Project.

B. DESCRIPTION OF PROJECT STAFF AND QUALIFICATIONS

Water agencies must identify all staff who will work on this Project, including the organization they represent, their titles, and each person’s role, responsibilities, and expertise as it relates to this Project. Include resumes of key Project staff. The person(s) who will have the primary responsibility of coordinating the Project must be identified. Highlight staff experience on other relevant projects similar to the one described in this RFP. If the water agency intends to hire new staff, include job qualifications and job description in the Appendices of the proposal. Describe the process that will be used to manage the human resources of the Project, including coordinating work and training of staff, subcontractors, and other consultants. Water agencies must provide an organization chart of the proposed Project.

Agencies proposing to subcontract work in order to provide needed skills or services for the proposed Project need to provide key qualifications of subcontractor(s) and specify activities they will conduct to ensure Project success. Specify the role of each subcontractor on the team as well as the anticipated level of commitment. For example, provide the percentage of time and/or number of days to be committed by the subcontractors. Describe the water agency’s past experience in working with subcontractors.

C. DESCRIPTION OF THE SERVICE AREA AND TARGET POPULATION

Briefly describe the proposed service area that will receive optimally fluoridated water as a result of this Project. Include the following information:

- Cities, neighborhood, street boundaries, zip codes, and/or census tract(s);
- Provide a map illustrating the above descriptor of the service area in the Appendices of the proposal;
- Size and demographics of the population in the proposed service area including the estimated number of children ages zero through five based on the most recent data available at the time of submission of this proposal; and
- Water agency must provide the source(s) of the data listed above.

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5 Subcontractors include individuals and/or organizations, including consultants and construction contractors, who will be paid by this Project.

6 Possible sources of data include, but are not limited to, www.healthycity.org.
Provide documentation dating no earlier than twelve (12) months before the submission date of this proposal that municipality(ies) receiving optimally fluoridated water from the proposed Project has expressed **formal** support to receive optimally fluoridated water. Such formal support may be in the form of an approved resolution. Note that water agencies must provide this formal support from municipalities as one of the requirements identified in Section III: Eligibility.

**D. DESCRIPTION OF THE PROJECT**

**Objectives**
Provide a Project statement that addresses intended goal/desired result(s) of the proposed Project as it relates to public health benefits. Also, address the water agency’s commitment to leveraging other resources for this Project and briefly describe specific leveraging activities. For example, describe how OHCD funding will be utilized with other resources, if any, to achieve the Project goals.

A list of Project activities are set forth below. The activities described under each category are not intended to be a complete list as there may be other requirements and deliverables to be determined by First 5 LA Commission and staff.

**Service Connections**
Provide information about the following items:
- Number of service connections water agency has at the time of submission of this proposal;
- The number of service connections proposed through this Project to receive optimally fluoridated water as a result of First 5 LA funding;
- Each water supply source and its water production quantity delivered to the proposed service area and outside of the service area;
- Each water supply source or water facility that will be modified or supplemented by the proposed Project;
- Engineering design, including plans, specifications, bidding documents, etc;
- Construction management, such as, bidding, contracting, inspection, change orders, testing, and final acceptance;
- Process for each fluoridation system that will be implemented in order to meet the criteria set forth in Title 22, Section 64433.5 of the California Code of Regulations;
- The type of fluoridation equipment to be installed at the Project’s sites and plan for installing fluoridation equipment at each of the proposed Project water agency sites; and
- The chemical delivery control method selected for this Project and the reasons for this method of delivery control. For example, proportional flow or constant flow

**Chemicals**
Provide information about the following items:
- The fluoridation requirements of the proposed Project based on water chemistry, proposed service area, climate, water production quantities, available fluoridation chemicals and other relevant factors that affect the recommended fluoride chemical, the amounts and modes of chemical use, delivery, and storage; and
- The chemicals to be used to fluoridate water under this Project.
Permits
Provide information about the following items:
- Estimated time needed to complete the permitting process with the California Department of Public Health, Division of Drinking Water and Environmental Management (DDWEM);
- A plan of action to obtain all necessary permit(s) in a timely manner after OHCD Project funding is provided; and
- A plan of action to ensure that all engineering design, facilities, equipment, process and procedures comply with all state, county and city requirements. For example, requirements or regulations from the DDWEM, city department of Building and Safety, local fire departments.

Safety and Security
Provide information about the following items:
- The plan to provide appropriate training, including safety training, for all staff who will directly access or service the fluoridation equipment;
- The plan to provide appropriate protective safety equipment for staff;
- The plan for providing safety and security measures and devices to protect public health and assure proper Project operation;
- Plan for installation of an emergency shower/eyewash station at proposed Project site(s) that do not currently have this safety equipment; and
- Plan for compliance with all safety and health requirements set forth by state, county and local governments, including, but not limited to, completing and obtaining approval of an Operations Contingency Plan from the DDWEM.

Public Education
Water agency must comply with all California Code of Regulations requirements regarding notification of water systems fluoridation (California Code of Regulations, Title 22, Division 4, Chapter 15, Article 4, Section 64433.7(c)). In addition, water agency must add distribution results of fluoride to their annual Consumer Confidence Report.

Water agency must also comply with public education requirements set by First 5 LA. The water agency will be required to inform its consumers and the healthcare providers in its service area regarding:
- The levels of fluoride in its community drinking water;
- The effects of consuming optimally fluoridated water; and
- Fluoride’s role in effective prevention of tooth decay, particularly in children prenatal stage through age five.

Water agency must commit to ongoing public education costs for the duration of the Project implementation. All public education efforts shall be in multiple languages as appropriate for the consumers served. Provide a plan of how the water agency will comply with the requirements listed above. Describe all funds which will be leveraged to fulfill this commitment to educate the public.

Eligible water agencies can request additional funding for initial public education efforts that will supplement their public education campaign. Those water agencies interested in applying for supplemental public education funding must submit Appendix J: Request for Public Education Funding.
E. SUSTAINABILITY OF PROJECT

Water agency must commit to pay all Operations and Maintenance (O&M) costs and public education costs for the duration of the Project. (Water Agency must complete and submit Appendix M: Written Commitment to Pay Project Operations and Maintenance Costs.) Water agencies must describe, at minimum, the projected duration of their Project once construction is completed. For example, water agency must specify whether the project is a 20 or 30 year Project. The water agency’s plans for sustaining community water fluoridation and public education efforts for the duration of the Project implementation must be identified in this proposal. Water agencies must describe other resources, cash or in-kind, that has been or will be secured for this Project other than the funds requested in this proposal. Provide the intended use of these other resources to further the public education efforts by the water agency.

F. EVALUATION OF PROJECT

The Commission will require all water agencies with successful proposals to work with the Commission’s evaluation team on selecting the appropriate performance measures and providing data and other information required. Successful water agencies will also participate in other evaluation activities, as the Commission and/or its evaluator deem necessary. Water agencies must state their willingness to participate in evaluation activities in their proposal. Water agencies who submit successful proposals will be contacted by Commission staff to develop an appropriate evaluation plan based on the approved Project.

G. SCOPE OF WORK

Water agency(ies) who receive First 5 LA OHCD Project funds must complete the construction of fluoridation equipment and begin fluoridation within two years from the date of receiving First 5 LA OHCD Project funds. Water agencies must list the objectives, deliverables, and sequence of tasks and/or activities to be completed in a Project timeline within Appendix E: Scope of Work. The Scope of Work must detail activities and expected dates of activities arising from Section IV B, D, and G of this RFP as well as activities occurring prior to construction. For example, the agency must provide specific dates on which subcontracts are executed and projected dates for obtaining required permits.

The proposal must include a completed Appendix E: Scope of Work. If you are proposing a multi-year Project, show the Scope of Work by fiscal years. For the purposes of this RFP, a fiscal year is defined as the period of time beginning July 1 ending June 30 of the following year. For example, July 1, 2007 through June 30, 2008. The Scope of Work will be the basis of contract negotiations if the proposal is recommended for funding. The Commission expressly reserves the right to negotiate changes to the proposal’s Scope of Work and Budget.

H. PROJECT PRELIMINARY COST ESTIMATE REPORT

The proposal must include a completed Appendix K: Project Preliminary Cost Estimate Report. The Project Preliminary Cost Estimate Report must be prepared under the direction of a professional engineer who is licensed by the State of California and is experienced in the planning and engineering of public water supply systems, including the design of community water fluoridation systems. The Project Preliminary Cost Estimate Report must have been prepared no earlier than twelve (12) months prior to the submission
of this OHCD Project proposal. Actual Project cost(s) over and above an approved OHCD Project budget will be the financial responsibility of the water agency and not of First 5 LA.

I. BUDGET

Budget Request Forms
Selected water agencies will be funded from the OHCD Project allocation of $20 Million. Water agency must develop budgets that are in line with common business practices to ensure the success of the Project. Water agency must complete the required line items in Appendix F: Budget Request Forms. The Budget Request Forms may be expanded to provide additional line items or space for clarification. (The Budget Request Forms will not be included as part of the twenty (20) page proposal maximum.) Use Appendix F: Budget Request Forms to create a separate budget(s) for each of the water agency’s subcontractors, if any.

Budget Narrative
Complete a separate Budget Narrative and include in the Appendices of the proposal that shows the purpose and amount of requested funds, describes Project financing, including management cash flow, and provides justification for each line item in the budget. In the Budget Narrative also describe other resources, cash or in-kind, that has been secured or will be for this Project other than the funds requested in this proposal. Also, include the number of service connections, the estimated number of people to be served by this Project, and the cost per service connection. Briefly state the estimated Project’s installation costs and annual O&M costs to provide optimally fluoridated water within the proposed service delivery area. **The Budget Narrative is not included in the maximum 20 page proposal limit.**

Consistent with the intent of the Proposition 10: California Children and Families Act of 1998, no monies for this Project may be used to supplant Federal, state, county and/or other monies available to the water agency for any purpose. Activities funded under this proposal must be new or enhancements to existing activities.
V. REVIEW PROCESS, CRITERIA, AND TIMELINE

A. REVIEW PROCESS AND CRITERIA

First 5 LA staff will review each proposal to ensure that threshold criteria (please refer to Section III: Eligibility) was met to determine if the water agency is eligible to submit a proposal for OHCD Project funding.

The water agency(ies) will be selected through a review process and this process includes a review panel. The review process may involve an interview and/or site visit. Proposals that are incomplete or do not meet the minimum requirements are subject to disqualification. All decisions of First 5 LA are final. An appeal process will not be available. First 5 LA will provide water agencies that were not selected for funding with general feedback.

The following represents the selection criteria that will be considered during the review process:

- The appropriateness and measurability of the selected Project goals;
- The service area and target population;
- The appropriateness and thoroughness of the Project design, construction, and safety plans;
- The demonstrated capacity for Project implementation and management;
- The level of support for project from stakeholders;
- The appropriateness of the plan(s) for legal compliance;
- The appropriateness of leveraging efforts identified;
- Feasibility of plans for Project sustainability;
- The appropriateness of funds requested based on the Project activities;
- The demonstrated knowledge and understanding of the issues and policy environment surrounding community water fluoridation in Los Angeles County.

First 5 LA seeks to effectively integrate its initiatives to build off of the infrastructure established through previous Commission investments and existing community strengths/assets by coordinating efforts in the following Priority Areas identified by First 5 LA: Baldwin Park, Bell, El Monte, Hawthorne, Huntington Park, Lancaster, La Puente, Lynwood, Panorama City, South Gate, South LA, and Long Beach. Thus, increased funding priority will be provided to water agencies proposing to provide optimally fluoridated water through this Project to these Priority Areas. Increased priority will also be provided to water agencies blending water with MWD water.
B. TIMELINE

The RFP process will operate along the following timeline: (Note: First 5 LA reserves the right to modify the stated schedule of events at any time.)

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 31, 2008</td>
<td>Dissemination of RFP</td>
</tr>
<tr>
<td>Dates to be determined</td>
<td>Information Meetings- Dates, Times, and Locations To Be Announced on First 5 LA’s Website.</td>
</tr>
<tr>
<td>March 13, 2008</td>
<td>Letter of Intent (LOI) due to First 5 LA by 5:00pm</td>
</tr>
<tr>
<td>April 17, 2008</td>
<td>Proposals due to First 5 LA by 5:00pm</td>
</tr>
<tr>
<td>April 17, 2008</td>
<td>Last Day to Submit Questions</td>
</tr>
<tr>
<td>May 14, 2008</td>
<td>Notify Selected Contractors of Final Decisions</td>
</tr>
<tr>
<td>May 15, 2008</td>
<td>Contract Negotiations Begin</td>
</tr>
<tr>
<td>September 1, 2008</td>
<td>Contract Begins</td>
</tr>
</tbody>
</table>
VI. SUBMISSION GUIDELINES

Upon release of this RFP, funding is available on a competitive first-come-first-serve basis until all funds have been allocated. Water agencies interested in submitting a proposal for OHCD Project funding can attend a First 5 LA OHCD Project RFP Information Meeting. The meeting will provide information about the RFP and the RFP process and staff will be available to answer questions related to the OHCD Project.

The costs of developing the proposal are entirely the responsibility of the water agency submitting this proposal and cannot be charged to the Commission or included in the proposed budget. The Commission is prohibited from funding any services that were performed and/or paid for prior to an agreement approved by the Commission.

A. IMPORTANT STEPS

Water agencies interested in submitting a proposal for OHCD Project funding must:

Step 1: Submit a cover letter and an OHCD Project Letter of Interest by 5:00pm, March 13, 2008.

Step 2: Submit a proposal for OHCD Project funding by April 17, 2008. The required proposal content items are identified in Section IV of the RFP.

B. GUIDELINES

Proposals must adhere to the following guidelines in order to be considered:

- Use only 8 ½” by 11”, white paper;
- Times New Roman font, no less than 12-point;
- Single sided only;
- No less than 1-inch margins;
- No less than 1.5 line spacing;
- Clip all copies of the proposal. All pages and page numbers, excluding appendices, must be numbered sequentially with the name of the water agency at the top of each page;
- Provide a table of contents with page numbers for the proposal;
- The descriptive proposal content must not exceed twenty (20) pages total, not including appendices and required documents;
- The proposal material must not be bound, although a heavy clasp or thick rubber band is acceptable. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Do not use binders;
- One (1) original plus five (5) copies of the full proposal (including all appendices) must be submitted; and
- All original forms and appendices that require signatures must be signed in blue ink for the original proposal package. Signature stamps are not acceptable. The five additional copies may include photocopied signatures.

C. PROPOSAL PACKAGE

A complete proposal package must consist of the items identified below. For a proposal to be eligible for review, all required appendices must be submitted. Complete the Appendix C: Proposal Package Checklist to confirm all the required items are included. The following
documents are to be included in the order listed below:

- Appendix A: Letter of Intent (LOI)
- Appendix B: Proposal Cover Sheet
- Appendix C: Proposal Package Checklist
- Table of Contents
- Proposal Content
- Appendix D: Verification of Eligibility
- Organization Chart
- Resumes of key Project staff, subcontractor(s) and consultant(s)
- Map of the service area illustrating the Proposal Content, Description of Service Area, and Target Population.
- Appendix E: Scope of Work
- Appendix F: Instructions for Budget Forms and Budget Request Forms
- Budget Narrative
- Appendix H: Previous Client Form
- Appendix I: Agency Involvement in Litigation and/or Contract Compliance Difficulties
- Appendix J: Request for Public Education Funding (if applicable)
- Appendix K: Project Preliminary Cost Estimate Report
- Appendix L: Authorized Signature Form
- Appendix M: Written Commitment to Pay Project Operations and Maintenance Costs
- Proof of nonprofit status and/or appropriate business license
- Municipal approval
- Current Audited Financials
- By-Laws\(^7\)
- Articles of Incorporation\(^8\) (if applicable)
- List of Governing Body Members

Submit one (1) original and five (5) copies of the proposal, including all required attachments and appendices to:

Evelyn V. Martinez, Executive Director  
First 5 LA  
750 N Alameda Street, Suite 300  
Los Angeles, CA 90012  
Attention: Oral Health Community Development Project

All submissions must be received by 5:00pm, April 17, 2008. Faxed or e-mailed submissions will not be accepted.

\(^7\) This is required in order to verify signature authority to submit application and to enter into legal agreement. If signature authority is not identified in the By-laws, a Board Resolution or Partnership Agreement should be submitted, as applicable, that indicates signature authority.

\(^8\) A business license from the jurisdiction where the organization operates should be submitted instead of Articles of Incorporation for Partnerships, Limited Liability Partnerships and Sole Proprietorships.
VII. TERMS AND CONDITIONS

The Commission expressly reserves the right to negotiate changes to the proposal’s Scope of Work and Budget. Contractors will be responsible for working with First 5 LA staff to coordinate further development of the OHCD Project as well as Project implementation and management.

Specific terms and conditions, including but not limited to the following, apply to proposal submission and implementation and to any contract that results from the submission and implementation of the proposal.

1. The Commission may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The Commission also reserves the right to cancel this RFP, at its sole discretion, at any time before execution of a contract.

2. The Commission shall not be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP. Any proposals, including attached materials, submitted in response to this RFP shall become property of the Commission and subject to public disclosure.

3. The agency/organization submitting a proposal agrees that by, submitting a proposal, it authorizes the Commission to verify any or all information and/or references given in the proposal.

4. The Commission reserves the right to request additional financial status information to verify water agencies’ past status and current financial status. This information includes, but is not limited to; the most recent independent audit that includes a Statement of Activities (P/L) and Statement of Financial Position (Balance Sheet).

5. The award of a contract by the Commission to an agency/organization that proposes to use subcontractors for the performance of work under the contract resulting from this RFP shall not be interpreted to limit the Commission’s right to approve subcontractors.

6. The Commission reserves the right, after contract award, to amend the resulting contract, Scope of Work, and any other exhibits as needed throughout the term of the contract to best meet the needs of all parties. The Commission expressly reserves the right to negotiate changes to the proposal’s Scope of Work and Budget.

7. The selected Contractor will be required to sign the contract within sixty (60) days of the notification of the award. If this Contract is not signed within the sixty (60) days period, the Commission may withdraw the award. Any change in the date must be submitted in written document signed and approved by both parties.

8. Upon successful negotiation of the Contract, specific documents will be required to be given to Commission before Contract can be executed. These documents include, but are not limited to:
   - Proof of Insurance
   - Any proposed or existing subcontracts for this Project
   - IRS Letter of Determination (if applicable);
   - Form RRF-1 (required and filed annually with the California Attorney General’s Registry of Charitable Trusts)

9. The contractor will need to comply will all of the provisions in the attached Appendix G: Sample Contract.
VIII. APPENDICES

APPENDIX A: Letter of Intent (LOI)

APPENDIX B: Proposal Cover Page

APPENDIX C: Proposal Package Checklist

APPENDIX D: Verification of Eligibility

APPENDIX E: Scope of Work

APPENDIX F: Instructions for Budget Forms and Budget Request Forms

APPENDIX G: Sample Contract

APPENDIX H: Previous Client Form

APPENDIX I: Agency Involvement in Litigation and/or Contract Compliance Difficulties

APPENDIX J: Request for Public Education Funding

APPENDIX K: Project Preliminary Cost Estimate Report

APPENDIX L: Authorized Signature Form

APPENDIX M: Written Commitment to Pay Project Operations and Maintenance Costs
LETTER OF INTENT (LOI)
TO SUBMIT PROPOSAL FOR OHCD PROJECT FUNDING

Instructions: Water agencies interested in submitting an Oral Health Community Development (OHCD) Project proposal must first complete and submit a cover letter and LOI to First 5 LA. (Please read the instructions below and complete accordingly.) If more space is needed to respond to this LOI, additional pages may be attached to this LOI.

I. COVER LETTER

1. What is the water agency’s mission statement? What is the primary purpose of your agency?
2. What year was the water agency’s founded?
3. Does the water agency receive water from the Metropolitan Water District?
4. What areas or cities (or parts of cities) does your water agency currently serve?

II. CONTACT INFORMATION

1. Name of Water Agency:_____________________________________________________
2. Name of the Proposed OHCD Project:________________________________________
3. Water Agency Address:________________________________________________________________________
4. Water Agency State License/Certificate Number:________________________________________
5. Phone:________________________________________________________________________
6. Fax:________________________________________________________________________
7. Name of the General Manager of Water Agency:____________________________________
8. Name of Contact Person(s) at Water Agency:________________________________________
   Please indicate Contact Person’s:
   Position:________________________________________________________________________

Oral Health Community Development Project LOI
-1-
Telephone Number: ________________________________________________________

E-mail Address: ___________________________________________________________

9. Water Agency’s Website:____________________________________________________

III. INTENT TO SUBMIT AN OHCD PROJECT PROPOSAL

This Letter of Intent serves as notice that ______________________ (water agency) intends to submit an OHCD Project proposal to First 5 LA by 5:00pm, March 13, 2008.

___________________________________________    ________________
Authorized Signature         Date

________________________________________________________________________
Print Authorized Signatory

IV. SUBMISSION GUIDELINES

Submit one (1) original and five (5) copies of the LOI, including all required attachments and appendices to:

Evelyn V. Martinez, Executive Director
First 5 LA
750 N Alameda Street, Suite 300
Los Angeles, CA 90012
Attention: Oral Health Community Development Project

All LOI submissions must be received by First 5 LA by 5:00pm, March 13, 2008. Faxed or e-mailed submission will not be accepted.
Please submit one (1) original signed in blue ink and five (5) photocopies of your proposal to the Commission no later than 5:00 pm on April 17, 2008. Late or incomplete proposals received in person or by mail after April 17, 2008 at 5:00 pm will not be reviewed. Proposals can be delivered by the U.S. Postal Service or Private Mail Courier but must be received (not post-marked) by April 17, 2008.

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

Attention: Oral Health Community Development Project

I. ORGANIZATION/APPLICANT INFORMATION

Date of Submission:

Name of Water Agency Web Address (if applicable)

Address City State Zip

Area Code and Telephone # Fax# E-mail

Contact Person and Title

Area Code and Telephone# Fax# E-mail

Has the water agency been awarded First 5 LA funding in the past?

□ No □ Yes If yes, please identify the agency (ies), title, funding number and amounts of funded project(s).

OHCD Project Proposed Total Budget: $
II. PROPOSAL ABSTRACT
Please provide a brief description of the following:

- Title of Project: (10 words or less)
- Project Statement (from Section IV, Project Content, of the Request for Proposal)
- Total amount of funding requested
- Service Area
- Number of service connections and population to be served by project
- The agency receiving funding under this proposal
First 5 LA
Oral Health Community Development Project

APPENDIX C

PROPOSAL PACKAGE CHECKLIST

The following list identifies all items that must be submitted in your proposal package. Check off the items as you include them in your proposal package. Include this list in your package.

Note: Signatures on original copies must be in blue ink. Your proposal must include original signatures and documents and must include all of the items in the order of the following list. One (1) original and five (5) copies must be submitted.

1. □ Appendix A: Letter of Intent
2. □ Appendix B: Proposal Cover Page
3. □ Appendix C: Proposal Package Checklist
4. □ Table of Contents
5. □ Proposal Content
6. □ Appendix D: Verification of Eligibility
7. □ Organization Chart
8. □ Resumes of key Project staff, subcontractor(s) and consultant(s)
9. □ Map of service area illustrating the Proposal Content, Description of Service Area and Target Population
10. □ Appendix E: Scope of Work
11. □ Appendix F: Budget Instructions and Budget Request Forms
12. □ Budget Narrative
13. □ Appendix H: Written Commitment to Pay Project Operations and Maintenance Costs
14. □ Appendix I: Previous Client Form
15. □ Appendix J: Agency Involvement in Litigation and/or Contract Compliance Difficulties
First 5 LA
Oral Health Community Development Project

16. □ Appendix K: Request for Public Education Funding (if applicable)
17. □ Appendix L: Project Preliminary Cost Estimate Report
18. □ Appendix M: Authorized Signature Form
19. □ Proof of non-profit status and/or appropriate business licenses.
20. □ Municipality Approval
21. □ Current Audited Financials
22. □ By-Laws
23. □ Articles of Incorporation (if applicable)
24. □ A list of governing body members (if applicable)

__________________________________________
Agency’s Authorized Signature                     Date

__________________________________________
Print Name Authorized Agent
First 5 LA  
Oral Health Community Development Project  
APPENDIX D  

VERIFICATION OF ELIGIBILITY

Name of Water Agency: ____________________________________________________________

Name of Authorized Representative: ______________________________________________

Representative’s Title: ____________________________________________________________

How many service connections does _____________________________ provide?  
(name of water agency)

Complete the following table:

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>D/C = E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipality that will receive optimally fluoridated water from the proposed OHCD Project</td>
<td>Proposed service area in municipality that will receive optimally fluoridated water from the proposed OHCD Project</td>
<td>Total population of service area in municipality that will receive optimally fluoridated water from the proposed OHCD Project</td>
<td>Total population in prenatal stage through age 5 of Service Area in Municipality</td>
<td>Percentage of population in prenatal stage through age 5 of Service Area in Municipality</td>
</tr>
</tbody>
</table>

1.  
2.  
3.  
4.  
5.  

*If additional space is needed to complete this table, please attach additional information to this form.

Agency’s Authorized Signature ____________________________  Date ___________  

Print Authorized Agent Name ____________________________  Date ___________
First 5 LA  
Oral Health Community Development Project  

APPENDIX E  

SCOPE OF WORK

For instructions on completing the Scope of Work, refer to RFP Section IV: Proposal Content, G: Scope of Work, and below.

<table>
<thead>
<tr>
<th>Header</th>
<th>Activities &amp; Subtasks</th>
<th>Staff Assignment</th>
<th>Timeline</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency Name</strong></td>
<td>Indicate the legal name of your agency.</td>
<td>Indicate staff, consultants and/or subcontractors responsible for the respective activity or subtask.</td>
<td>Indicate start and end period.</td>
<td>Provide deliverables, Indicate Date Due (at minimum, permits required and date on which fluoridation is expected to begin)</td>
</tr>
<tr>
<td><strong>Project Name</strong></td>
<td>Indicate the Project name being funded by First 5 LA.</td>
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<tr>
<td><strong>Project Length</strong></td>
<td>Indicate the number of Project years. Include proposed Project start and end date.</td>
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</table>

**Objectives**  
Provide objectives for each aspect of the Project

**Activities & Subtasks**  
Indicate the activities and subtasks leading to the fulfillment of the objective. Include any key benchmarks or milestones in chronological order. If applicable, include the appropriate quantity or frequency of the associated activities or subtasks.

**Staff Assignment**  
Indicate staff, consultants and/or subcontractors responsible for the respective activity or subtask.

**Timeline**  
Indicate start and end period.

**Deliverables**  
Provide deliverables, Indicate Date Due (at minimum, permits required and date on which fluoridation is expected to begin)
INSTRUCTION FOR BUDGET FORMS

(MUST READ BEFORE COMPLETING BUDGET FORMS)

BUDGET SUMMARY PAGE

Budget Summary – The required fields to be completed are: Agency Name, Agreement Period, Project Name, Fiscal Contact Person, Agency Authorized Signature, and the Phone number of the Fiscal Person. The Total First 5 LA Funds, Matching Funds, and Total Cost for each line item cost category are linked from the individual worksheets.

All funds other than First 5 LA funds used for the development and implementation of the proposed Oral Health Community Development (OHCD) Project must be captured in the “Matching Funds” column. It is expected that First 5 LA funding for the OHCD Project will primarily fund water fluoridation infrastructure equipment and related construction costs.

Section 1: Personnel – All personnel costs for the OHCD Project must be identified in the proposed OHCD Project budget. List each employee individually. Personnel costs must be funded by Matching Funds. OHCD Project funding will only be available for Personnel expenses under special circumstances. Any funding requested for this cost must be supported by detailed justification and must be beyond water agency’s Matching Funds. If First 5 LA funding is requested for Personnel costs, please unshade the corresponding line item box on the Budget Summary page.

Title/Name – This box should contain the name and the title of the employee. If no specific person has been assigned please indicate by noting: TBA (to be announced) or TBH (to be hired).

Full-Time/Part-Time (FT/PT) – Please indicate if the individual is a part-time or full-time employee of the agency.

Gross Monthly Salary – Provide the monthly gross salary for each position.

Funding requested for executive positions may not exceed 60% of their gross salaries and should be in proportion to the total First 5 LA funding in relation to the entire agency’s revenue, in which case the lesser will apply.

If an agency has multiple funding from First 5 LA, the 60% applies to all First 5 LA combined grants.

For Example:

- If the First 5 LA funding represents 10% of your agency’s revenue, First 5 LA funding for executive positions are ONLY reimbursable at 10% of positions’ gross salary.
- If the First 5 LA funding represents 75% of your agency’s revenue, First 5 LA funding for executive positions are ONLY reimbursable at 60% of positions’ gross salary.
**Percentage of Time on First 5 LA Project** – This box should contain the percentage of time that the employee will be allocated to the OHCD Project.

**Months to be Employed** – List the number of months this person will be employed.

**Fringe Benefits** – Refer to your organization’s benefit package to calculate fringe benefits cost.

**Section 2: Contracted Services** – Include (sub)contractors/consultants that will be used to support the Project. Include a brief description of the activities, the rate of pay, and the formula used to determine the total amount. Do not include subcontractor capital costs under this category. Provide subcontractor capital costs under Section 11: Capital Costs/Renovation. Also, do not include costs for consultants directly associated with the evaluation activities.

**Section 3: Equipment** – Only capture equipment costs under $5,000.00 under this category. Requests for First 5 LA funding for equipment purchases must be strictly for the OHCD Project ONLY. Describe the equipment that will be purchased during the agreement period. Provide the quantity, cost per unit, and identify the purpose and the individuals who will be using the equipment.

**Section 4: Printing/Copying** – All Printing/Copying costs for the OHCD Project must be identified in the proposed OHCD Project budget. Printing/Copying costs must be funded by Matching Funds. OHCD Project funding will only be available for Printing/Copying expenses under special circumstances. Any funding requested for this cost must be supported by detailed justification and must be beyond water agency’s Matching Funds. If First 5 LA funding is requested for Printing/Copying costs, please unshade the corresponding line item box on the Budget Summary page.

**Section 5: Space** – Include costs associated for space used for the Project. Provide the square footage, cost per foot and number of months the space will be used. This includes any leased space, but it does not include purchase of real estate.

**Section 6: Telephone** – All Telephone costs for the OHCD Project must be identified in the proposed OHCD Project budget. Telephone costs must be funded by Matching Funds. OHCD Project funding will only be available for Telephone expenses under special circumstances. Any funding requested for this cost must be supported by detailed justification and must be beyond water agency’s Matching Funds. If First 5 LA funding is requested for Telephone costs, please unshade the corresponding line item box on the Budget Summary page.

**Section 7: Postage** – All Postage costs for the OHCD Project must be identified in the proposed OHCD Project budget. Postage costs must be funded by Matching Funds. OHCD Project funding will only be available for Postage expenses under special circumstances. Any funding requested for this cost must be supported by detailed justification and must be beyond water agency’s Matching Funds. If First 5 LA funding is requested for Postage costs, please unshade the corresponding line item box on the Budget Summary page.

**Section 8: Supplies** – Include costs associated for supplies used for this Project. Provide a general description of the supplies needed for the Project. Include the quantity, cost per unit, and number of months supplies will be used. Do not include construction materials under this category. Costs for construction materials must be captured under Section 11: Capital Costs/Renovation. If First 5 LA funding is requested for Personnel costs, please unshade the corresponding line item box on the Budget Summary page.

**Section 9 & 10: Employee Mileage/Travel & Training** – All Employee Mileage/Travel & Training costs for the OHCD Project must be identified in the proposed OHCD Project budget. Employee Mileage/Travel & Training costs must be funded by Matching Funds. OHCD Project funding will only be available for Employee Mileage/Travel & Training expenses under special circumstances. Any funding requested for this cost must be supported by detailed justification
and must be beyond water agency’s Matching Funds. If First 5 LA funding is requested for Employee Mileage/ Travel & Training costs, please unshade the corresponding line item box on the Budget Summary page.

**Section 11: Capital Costs/Renovation** – Provide description and justification for all capital improvements expenditures. Any equipment costs that are $5,000.00 or more shall be itemized under this category. Include all subcontractor capital costs under this category.

**Section 12: Other Expenses** – Include other expenses associated with this Project not listed in other categories. Provide a general description of all other expenses.

**Section 13: Indirect Costs** – All Indirect costs for the OHCD Project must be identified in the proposed OHCD Project budget. Indirect costs must be funded by Matching Funds. OHCD Project funding will only be available for Indirect expenses under special circumstances. Any funding requested for this cost must be supported by detailed justification and must be beyond water agency’s Matching Funds. Include overhead and administrative cost associated with this Project. First 5 LA funding requested for Indirect Costs **CANNOT** exceed 10% of total personnel cost, excluding fringe benefits.

**Helpful Hints:**

- Ensure each employee is listed by name on Section 1: Personnel.
- Ensure each paid contractor is listed in Section 2: Contracted Services.
- Please indicate if the positions are part-time or full-time. [Full-Time (FT) or Part-Time (PT)].
- Compare the cost categories on the Budget Summary page against each individual worksheet.
- Review formulas to ensure their validity. If necessary over write formulas.
- Make sure that the authorized representative of the agency (e.g., Executive Director) signs the Budget Summary page. Also, include the fiscal contact name and phone number.
## Budget Request Forms

### Budget Summary

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>First 5 LA Funds</th>
<th>Matching Funds</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Personnel</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2 Contracted Svcs (Excluding Evaluation)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3 Equipment</td>
<td>0</td>
<td>0</td>
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<tr>
<td>4 Printing/Copying</td>
<td>0</td>
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<tr>
<td>5 Space</td>
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<tr>
<td>6 Telephone</td>
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<tr>
<td>7 Postage</td>
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<td>8 Supplies</td>
<td>0</td>
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<tr>
<td>9 Employee Mileage and Travel</td>
<td>0</td>
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<tr>
<td>10 Training Expenses</td>
<td>0</td>
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<tr>
<td>11 Capital Cost/Renovation</td>
<td>0</td>
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<tr>
<td>12 Other Expenses (Excluding Evaluation)</td>
<td>0</td>
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<tr>
<td>13 *Indirect Costs</td>
<td>0</td>
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<td><strong>TOTAL:</strong></td>
<td><strong>$0</strong></td>
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**Fiscal Contact Person**

Date

---

**Agency Authorized Signature**

Date

---

**Phone #**

---

*Indirect Costs **MAY NOT** exceed 10% of Personnel cost, excluding Fringe Benefits.

**Additional supporting documents may be requested**
### Personnel Budget

#### ANNUAL First 5 LA Funds  PROJECT PERSONNEL BUDGET

<table>
<thead>
<tr>
<th>Title/Name(s)</th>
<th>FT/PT</th>
<th>Gross Monthly Salary</th>
<th>% of Time on First 5 LA Project</th>
<th>Months to be Employed</th>
<th>First 5 LA Funds</th>
<th>Matching Funds</th>
<th>Total Personnel Cost</th>
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**Total Direct Salaries**  

0 0 0 0

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**Fringe Benefits:**

- **Percentage:**
  - FICA: 0.00%
  - SUI: 0.00%
  - Health: 0.00%
  - WC: 0.00%
  - Other: 0.00%

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th>Percentage</th>
<th>First 5 LA Funds</th>
<th>Matching Funds</th>
<th>Total Personnel Cost</th>
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<tbody>
<tr>
<td>FICA</td>
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<td>Health</td>
<td>0.00%</td>
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<tr>
<td>WC</td>
<td>0.00%</td>
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<tr>
<td>Other</td>
<td>0.00%</td>
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</tbody>
</table>

**Total Personnel**  

$0 $0 $0

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**Notes:**

- **DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED**
- Indirect Costs may not exceed 10% of Personnel cost, excluding Fringe Benefits.
- USE ADDITIONAL SHEETS IF NECESSARY

*Fringe Benefits must be broken down by categories.*
### Agreement #

**Page:** 3 of 11

---

**Section 2**

**Contracted Services**

<table>
<thead>
<tr>
<th>Contracted/Consultant Services</th>
<th>Rate of Pay and Formula Used for Determining Amount</th>
<th>First 5 LA Funds</th>
<th>Total Matching Funds</th>
<th>Total Contracted Svcs</th>
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</thead>
<tbody>
<tr>
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**Total Contracted Services:** $0 $0 $0 $0

**Notes:**
- DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
- USE ADDITIONAL SHEETS IF NECESSARY
## Equipment

<table>
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<tr>
<th>Equipment description of item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Equipment Cost</th>
<th>First 5 LA Funds</th>
<th>Matching Funds</th>
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**Total Equipment:** $0 $0 $0 $0

**DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED**

**USE ADDITIONAL SHEETS IF NECESSARY**
## Section 4

### Printing/Copying

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Total Printing/Copying: $0 $0 $0 $0 $0

**DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED**

**USE ADDITIONAL SHEETS IF NECESSARY**
**Space & Telephone**

**Agency:**

**Project Name:**

**Agreement Period:** 01/00/00

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**Telephone include # of lines and cost per line**

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**DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED**

**USE ADDITIONAL SHEETS IF NECESSARY**
### Postage & Supplies

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Total Postage: $0  $0  $0  $0

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Total Supplies: $0  $0  $0  $0

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY
### Employee Mileage/Travel & Training Expenses

#### Agency:

### Agreement Period: 01/00/00

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**Total Employee Mileage/Travel:** $0 $0 $0 $0

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**Total Training Expenses:** $0 $0 $0 $0

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**DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED**

**USE ADDITIONAL SHEETS IF NECESSARY**
### Capital Cost/Renovation

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Total Capital Cost/Renovation & Sub-Contractor: $0 $0 $0 $0

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY
Other Expenses & Indirect Cost

Agency: 0
Project Name: 0
Agreement Period: 01/00/00

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Total Other Expenses: $0 $0 $0 $0 $0

*Indirect Cost include general purpose for this cost

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Total Indirect Cost: $0 $0 $0 $0 $0

DO NOT FORGET TO ADJUST First 5 LA Funds IF MATCHING FUNDS ARE INCLUDED
USE ADDITIONAL SHEETS IF NECESSARY
First 5 LA
Oral Health Community Development Project

APPENDIX G

SAMPLE CONTRACT
Subject to Change Disclaimer

The provisions and requirements in this contract are subject to change without prior notice, if necessary, to assure that the Commission’s policies and procedures are in compliance with applicable laws.

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

CONTRACT

For

SAMPLE Fluoridation Project

Year 1

FOR THE PERIOD

July 1, 20XX – June 30, 20XX
CONTRACT FOR
SAMPLE Fluoridation Project

This Contract, made and entered into this _____ day of ___________ 2007, by and between

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

and

SAMPLE Water Agency

SAMPLE ONLY
Hereinafter referred to as “CONTRACTOR,”

Collectively referred to as the “Parties”

CONTRACT AMOUNT: $00,000.00

CONTRACT NUMBER: XXXX
# SAMPLE FLUORIDATION PROJECT

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1. **APPLICABLE DOCUMENTS**

1.1. Exhibits A – D, inclusive, and E (if applicable), as described below, are attached to and form an integral part of this Contract, and are hereby incorporated by reference. Exhibits F, G and H, as described below, will be completed by CONTRACTOR at later dates and forwarded to COMMISSION as specified in Sections 6.7, 6.9, and 9.1 of this Contract, and are hereby incorporated by reference as mandatory reports that are an integral part of this Contract.

1.2. In the event of any conflict in the definition or interpretation of any provision of this Contract and any provision of the Exhibits, or among provisions of the Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

   - Exhibit A: STATEMENT OF WORK, SCOPE OF WORK, and EVALUATION PLAN or SCOPE OF WORK/ PROGRAM IMPLEMENTATION AND EVALUATION PLAN, as applicable
   - Exhibit B: BUDGET FORMS
   - Exhibit C: ORIGINAL PROPOSAL
   - Exhibit D: ADDITIONAL REQUIRED DOCUMENTS as listed in CONTRACT DOCUMENT CHECKLIST
   - Exhibit E: MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) FORMS (if applicable)
   - Exhibit F: FINAL EVALUATION REPORT (SRI Only)
   - Exhibit G: INVOICE FORM
   - Exhibit H: MID-YEAR AND YEAR-END REPORTS or QUARTERLY REPORTS and SUSTAINABILITY PLAN (CDI Only)

2. **COMMISSION OBJECTIVES**

2.1. **Mission Statement**

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

2.2. **Vision**

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

We intend to make our vision come true by shaping our efforts around five core values:

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

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

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

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

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

2.3. Goals

We will accomplish our mission by partnering with communities and families in Los Angeles County to make measurable and significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families.

2.4. Program Purpose

COMMISSION is providing funds for specific programs and services proposed by CONTRACTOR in its Scope of Work and Evaluation Plan or Scope of Work/Program Implementation and Evaluation Plan, as applicable, (Exhibit A), hereinafter referred to as “Scope of Work,” and in its budget (Exhibit B). The purpose of the funds is to assist CONTRACTOR (Water Agency) in providing capital and associated funds necessary for fluoridation of the CONTRACTOR’S community water system (the “Project”) in support of one of the goal areas of the COMMISSION’S Strategic Plan. Funds may be used only for Eligible Capital Costs, as are approved by the COMMISSION.

The CONTRACTOR is solely responsible for the design, construction, operation, and maintenance of the Project and for all persons or entities engaged in such work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. Review or approval of plans, specifications, bid documents, or other construction documents by the COMMISSION is solely for the purpose of proper administration of the funds by the COMMISSION and shall not be deemed to relieve or restrict the CONTRACTOR’S responsibility.

2.5. Definitions

Capitalized terms used in relation to this Contract have the meanings in this Section 2.5 or elsewhere in this Contract or Exhibits, unless the context clearly requires otherwise.

2.5.1. “DDWEM” shall mean the Division of Drinking Water and Environmental Management of California Department of Health Services (“DDWEM”).

2.5.2. “Eligible Capital Costs” shall mean costs associated with the design and construction of the Project.
2.5.3. “Project” is defined in Section 2.4 of this Contract.

2.5.4. “Project Completion Date” is defined in Section 6.15 of this Contract.

2.5.5. “Water Agency” refers to any entity considered to own and operate a community water system, including, but not limited to, public, private, and municipal water districts/companies/agencies providing water to consumers in Los Angeles County.

2.6. Design and Construction of Project

The Project shall be designed and constructed in accordance with the plans and specification set forth in Exhibit A – Scope of Work attached hereto. The CONTRACTOR shall not proceed with construction of the Project unless and until the plans and specification have been approved by the DDWEM. The CONTRACTOR shall not make any changes in the Project, or issue any change orders to a contractor or subcontractor, without receiving prior written approval from the COMMISSION, which approval should not be unreasonably withheld.

3. CONDUCT OF PROGRAM

3.1. CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall abide by all subsequent revisions, modifications and administrative changes as agreed upon in writing by both Parties to this Contract by a written Amendment thereto.

3.2. CONTRACTOR shall in a professional, safe and responsible manner, operate and conduct the programs and services as outlined in the Scope of Work in accordance with the documents which are part of this Contract, applicable law, and the general standards of care applicable to CONTRACTOR’S business.

4. TERM OF CONTRACT

This Contract shall become effective July 1, 20XX (“effective date”) and shall terminate June 30, 20XX, (“termination date”) unless terminated earlier as provided herein. In no event shall the total approved contract amount exceed $00,000.00 for all goods, labor and services to be provided by CONTRACTOR. If applicable, programs that demonstrate success (in relation to the stated objectives in the Scope of Work documents and completion of CONTRACTOR’S program) during this contract period may be eligible to receive a non-competitive continuation contract for subsequent contract year(s) at the COMMISSION’S sole and exclusive authority only. CONTRACTOR expressly acknowledges and agrees that project funding is provided on a year-to-year basis and that funding beyond the term of this Contract will be contingent upon factors which include, without limitation, COMMISSION’S annual budget and CONTRACTOR’S performance.

5. IMPLEMENTATION OF PROGRAM

Implementation of CONTRACTOR’S funded program must begin within thirty (30) calendar days after the effective date, per Section 4 of this Contract.

6. PROGRAM EVALUATION AND REVIEW

6.1. CONTRACTOR shall submit a Scope of Work (Evaluation Plan, if applicable) that outlines the scope of CONTRACTOR’S funded program to evaluate the performance of work completed under this Contract.

6.2. CONTRACTOR shall participate in the evaluation activity COMMISSION is sponsoring for each of its initiatives, and shall modify CONTRACTOR’S Scope of Work if directed to do so by
COMMISSION based on the information provided in an evaluation. CONTRACTOR may be required to participate in activities related to an Institution Review Board (IRB) related to Human Subjects Protection.

6.3. Any such modifications recommended by COMMISSION to CONTRACTOR’S Scope of Work (Evaluation Plan, if applicable) are not subject to Section 7.2 of this Contract.

6.4. CONTRACTOR shall participate in and cooperate with statewide efforts to evaluate Proposition 10 efforts. CONTRACTOR may opt out of the statewide evaluation efforts only if by participating, the CONTRACTOR would be violating HIPAA, applicable law, Confidentiality Agreements, and/or any internal Board policies related to the dissemination of confidential data. CONTRACTOR shall provide written notice to COMMISSION of its decision to opt out. In the event CONTRACTOR opts out, CONTRACTOR will still be required to provide aggregate data or completed surveys about systems change and operations accomplished by CONTRACTOR’S lead agency and its collaborative partners.

6.5. CONTRACTOR shall, at its own expense, participate in and cooperate with any financial and/or program audit activities required by the COMMISSION, County or the State during the four (4) calendar years immediately following the termination of this Contract. To facilitate any such audit, CONTRACTOR shall maintain all records and documents associated with its activities pursuant to this Contract in a place and manner reasonably accessible to the COMMISSION and auditors.

6.6. CONTRACTOR shall establish, maintain and permit reasonable COMMISSION and/or auditor access to case files/records, receipts, payroll records, client/user complaints, monthly/quarterly reports, records required by other provisions of this contract and all fiscal records for a period of four (4) years following the termination date and shall establish all necessary mechanisms to keep program data confidential and secure.

6.7. CONTRACTOR shall submit Mid-Year and Year-End Reports or Quarterly Reports (Exhibit H), as applicable, containing basic service level estimates of work completed per reporting period by the designated due date provided. CONTRACTOR may be required to use a secure Internet site to submit basic service data.

6.8. As applicable CONTRACTOR shall submit Sustainability Plan (Exhibit H), detailing the sustainability activities pursuant to the program and services funded under this contract.

6.9. Within twenty (20) business days or sixty (60) business days (SRI Only) after the termination of this contract, CONTRACTOR shall submit a Year-End Report (Exhibit H) or Final Evaluation Report (Exhibit F), as applicable, detailing the outcomes of the programs and services provided pursuant to this contract.

6.10. At any time during CONTRACTOR’S business hours and upon reasonable notice by COMMISSION, CONTRACTOR shall allow COMMISSION staff or contractors to evaluate, audit, inspect and monitor its facilities, program operations, and records maintained in connection with this contract. The inspection methods that may be used include:

- On-site visits
- Interviews of CONTRACTOR’S staff and program participants
- Review, examination or audit of case files/records, receipts, client/user complaints, monthly/quarterly reports, and fiscal records
- Inspection of CONTRACTOR’S internal monitoring and evaluation system
With respect to inspection of CONTRACTOR’S records, COMMISSION may require that CONTRACTOR provide supporting documentation to substantiate CONTRACTOR’S reported expenses and basic service level estimates of work completed.

6.11. CONTRACTOR shall have an annual financial statement and compliance audit performed by a Certified Public Accountant licensed to practice within the State of California. The audit should cover the CONTRACTOR’S fiscal year. Audit must be submitted to the COMMISSION on an annual basis within 120 days after the close of the CONTRACTOR’S fiscal year.

6.11.1. If the audit report is not received on or before the required due date and an extension has not been granted by the COMMISSION, the audit requirement shall be considered delinquent and immediate corrective action may be required.

6.11.2. If the CONTRACTOR fails to produce or submit an acceptable audit, the COMMISSION reserves the right to secure an Auditor and the CONTRACTOR shall be liable for all COMMISSION costs incurred for the completion of the audit.

6.12. CONTRACTOR shall ensure the cooperation of all subcontractors, employees, volunteers, staff and Board members in any such evaluation, audit, inspection, and monitoring efforts to the extent permitted or required by law. COMMISSION shall protect the confidentiality of proprietary information made available to COMMISSION during such processes.

6.13. COMMISSION reserves the right to modify this contract and the programs and services provided by CONTRACTOR pursuant to this contract based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of CONTRACTOR’S program and service. The evaluation(s) shall include, but are not limited to, contract compliance, and effectiveness of program planning and impact. COMMISSION at its sole discretion will conduct on-going assessments of the program.

6.14. With respects to data ownership and confidentiality, the following provisions will be required:

6.14.1. The COMMISSION and CONTRACTOR will maintain joint ownership of any raw data produced during the course of this contract.

6.14.2. To facilitate this joint ownership, the COMMISSION will develop, as applicable, a mechanism for file sharing via the Internet. Until such mechanism is developed, the CONTRACTOR shall provide data to the COMMISSION at time intervals determined by the COMMISSION and CONTRACTOR to be appropriate for the work of the project.

6.14.3. Both the CONTRACTOR and the COMMISSION shall implement and comply with HIPAA and adequate procedures to maintain the confidentiality of data and information collected pursuant to this contract. CONTRACTOR shall be responsible for complying with all applicable state and federal laws governing the gathering, use and protection of personal information and the protection of human subjects.

6.15. The CONTRACTOR shall certify to the COMMISSION that the Project is complete and ready for final inspection. The CONTRACTOR shall obtain an operations certification and approval of the operating permit from the DDWEM prior to the facility being placed into operation. The date of such certification and approval shall be the “Project Completion Date” for the purpose of this Contract. The CONTRACTOR agrees to proceed expeditiously and shall meet a Project Completion Date of not later than two (2) years from the Effective Date, which date may be extended only upon written approval of the COMMISSION. The failure of the CONTRACTOR
to meet the Project Completion Date may, at the option of the COMMISSION, be considered material breach of this Contract and may result in the termination per Section 29.1.

7. MODIFICATION OF AGREEMENT DOCUMENTS

7.1. This Contract constitutes the complete and exclusive statement of understanding between the Parties that supersedes all previous Agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Contract. No amendment or modification to this Contract is valid unless the same is in writing and is executed by both Parties. No oral conversation, promise or representation by or between any officer or employee of the Parties shall modify any of the terms or conditions of this Contract. COMMISSION shall not be deemed to have approved or consented to any alteration of the terms of this Contract by virtue of its review and approval of, or failure to object to, contracts or other business transactions entered into by CONTRACTOR.

7.2. PROGRAM Modifications

CONTRACTOR’S requests for PROGRAM modifications, as opposed to budget modifications provided for in Section 9, must be submitted in writing to COMMISSION or its designee, at least one (1) month prior to the requested effective date of such modification.

7.2.1. Program modifications are subject to review and approval by the State prior to COMMISSION approval (SRI Only).

7.3. Time Limits

Request for modifications will not be accepted during the first two (2) months and the final three (3) months of this Contract period, and not more than TWICE thereafter.

8. MONTHLY FINANCIAL REPORTING

During the duration of this Contract, CONTRACTOR shall provide to COMMISSION a Schedule of Monthly and Year to Date Expenses incurred in its performance, using CONTRACTOR’S Line Item Budget format approved for this Contract (Exhibit B).

This Schedule shall be verified under penalty of perjury by an officer of CONTRACTOR and shall be submitted to COMMISSION by the 20th business day of each month for the previous month, beginning August 2008 for the month of July 2008.

9. PAYMENTS AND EXPENDITURES

9.1. Monthly Payments to Contractor

• From the second month through the 11th month of CONTRACTOR’S performance under the Agreement and no later than the 20th business day following COMMISSION’S receipt of CONTRACTOR’S properly completed invoice each month (Exhibit G), COMMISSION shall pay CONTRACTOR the actual expenses documented on the invoice minus the amount of any unmet cash match per Section 9.6, if applicable, provided that CONTRACTOR is not in material breach of any aspect of the Agreement. If CONTRACTOR does not comply with the timeframe set forth above, CONTRACTOR will be considered out of compliance and may be subject to sanctions including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.
9.2. **Final Payment to Contractor**

9.2.1. Not later than the 20th business day of the first month after the end of the June 30, 20XX, or the date of the satisfactory completion of CONTRACTOR’S proposed project, if proposed to be less than one year in duration, CONTRACTOR shall supply to COMMISSION a final completed invoice (Exhibit G) for the Contract term and the final evaluation report (Exhibit F) required by Section 6.9.

9.2.2. Within 20 business days of its receipt of such Documents:

- COMMISSION shall pay CONTRACTOR the balance due of the total approved budget, not to exceed CONTRACTOR’S total actual approved expenses for the contract year, or CONTRACTOR shall repay COMMISSION any amount received in excess of total actual approved expenses for the contract year.

- In no event shall CONTRACTOR be paid more than the annual total approved budget amount or receive full payment before the end of the contract period.

9.3. All COMMISSION payments are conditioned upon CONTRACTOR being in full compliance with all provisions of this Contract.

9.4. **Expenditures by Contractor**

All CONTRACTOR expenditures shall be in accordance with the approved line item budget captions. However, CONTRACTOR may modify a portion of CONTRACTOR’S approved budget, if such budget line item is as follows and the COMMISSION has been advised in advance prior to the costs being incurred:

9.4.1. If the original line item is less than $5,000 dollars, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section 9.1.

9.4.2. If the original line item is greater than $5,000 dollars and the change is less than or equal to 10% of the original line item, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section 9.1.

9.4.3. If the original line item is greater than $5,000 dollars and the modification is greater than 10% of the line item, CONTRACTOR must obtain COMMISSION’S prior written approval through the COMMISSION’S formal budget modification procedure before incurring expenses pursuant to the modification.

9.4.4. Formal budget modifications must be addressed and sent to the Grants Management and Legal Compliance Department with the appropriate “Formal Budget Modification Summary” forms on or before the 1st of the month prior to the month in which the expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for modifications under Section will not be accepted during the first two (2) months and last quarter of the term of this Contract.

9.4.5. Only two (2) informal budget modification subject to Sections 9.4.1 and 9.4.2 can be approved during the term of this Contract.
9.4.6. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the contractor.

9.4.7. Expenditures and modifications are subject to review and approval by the State (For SRI Only).

9.5. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.

9.6. If CONTRACTOR does not meet the required cash match obligation as by the COMMISSION and as established by Exhibit B, the unmet amount of cash match will be withheld from current and subsequent invoices submitted. Funds withheld may be reimbursed if the cash match obligation is met in subsequent months (SRI only).

9.7. CONTRACTOR will advise COMMISSION of the source and amount of all matching funds used to provide programs and services pursuant to this Contract.

9.8. CONTRACTOR will advise COMMISSION AND obtain written approval on ALL budget modifications prior to incurring costs (SRI only).

9.9. In the event COMMISSION reasonably believes CONTRACTOR has been overpaid, or in the event CONTRACTOR fails to timely submit the documents required pursuant to this Contract, COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.

9.10. All payments by COMMISSION to CONTRACTOR under this Contract are restricted for use in the performance of CONTRACTOR’S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.

9.11. If applicable, any activities under the line item Capital Costs/Renovations must be completed within the second year of the contract. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of CONTRACTOR to comply with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.

9.12. In no event shall CONTRACTOR or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose.

9.13. In-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred indirect costs exceeding the ten percent will become the responsibility of the CONTRACTOR.

10. **ACCOUNTING**

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles.

11. **TANGIBLE REAL AND PERSONAL PROPERTY**

CONTRACTOR must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars ($500.00) acquired with project funds pursuant to this Contract, which 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. However, COMMISSION reserves
the right to request annually updated records for all personal property acquired with program funds
provided under this Contract.

COMMISSION and CONTRACTOR agree that all items of tangible real or personal property purchased
with funds provided under this Contract shall, at COMMISSION’S option, become the property of the
COMMISSION upon completion or termination of contract. COMMISSION shall exercise its option to
retain items of real or personal property within the thirty (30) calendar days immediately preceding and
following the termination of this Contract. Notwithstanding the foregoing, CONTRACTOR may request,
and COMMISSION may in its sole discretion approve or deny, that CONTRACTOR retain custody,
control or actual ownership of specified items of personal property acquired with project funds pursuant to
this Contract, following the termination of this Contract, so long as CONTRACTOR demonstrates that
such property will continue to be used by CONTRACTOR for purposes consistent with the mission and
statutory authority of COMMISSION.

12. STATUS AS INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall at all times remain as to COMMISSION, a wholly independent contractor.
CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of
COMMISSION. Neither COMMISSION nor any of its agents shall have control over the conduct of
CONTRACTOR or any of CONTRACTOR’S employees, except as set forth in this Contract.
CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or
employees are in any manner employees of COMMISSION.

13. CONFLICT OF INTEREST

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and
regulations applicable to the CONTRACTOR under California law. CONTRACTOR
acknowledges that he/she/it is acting as public official pursuant to this Contract and shall
therefore avoid undertaking any activity or accepting any payment, employment or gift from any
third party that could create a legal conflict of interest or the appearance of any such conflict. A
conflict of interest exists when one has the opportunity to advance or protect one’s own interest or
private interest of others, with whom one has a relationship, in a way that is detrimental to the
interest, or potentially harmful for the integrity or fundamental mission of the Commission.
CONTRACTOR shall maintain the confidentiality of any confidential information obtained from
the COMMISSION during this Contract and shall not use such information for personal or
commercial gain outside this Contract. By agreeing to this Contract and accepting financial
compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it may not
subsequently solicit or accept employment or compensation under any program, grant or service
that results from or arises out of the SAMPLE Fluoridation Project. During the term of this
Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept
employment and/or compensation from any COMMISSION collaborator or CONTRACTOR
without the prior written consent of COMMISSION.

14. PUBLIC STATEMENTS AND MATERIALS

CONTRACTOR shall indicate prominently in any and all press release(s), statement to the public,
electronic media or printed materials (including brochures, newsletters, reports, etc.) related to the
programs and services provided pursuant to this Contract that such programs or services are funded by
COMMISSION.

14.1. Proprietary Rights
COMMISSION and CONTRACTOR agree that all intellectual property, such as software, materials, published documents or reports, data and information developed in connection with this Contract shall become the sole property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION. CONTRACTOR may retain a copy all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COMMISSION shall have the right to make copies and use the working papers and the information contained therein. CONTRACTOR shall have the right to consent to and participate financially in any licensing or sales agreement relating to software or equipment developed at the discretion of the COMMISSION. All published documents arising out of the performance of this Contract shall include, in a prominent location, the statement “Funded without endorsement by First 5 LA.”

15. **INSURANCE**

15.1. Without limiting CONTRACTOR’S duty to indemnify COMMISSION during the term of this Contract, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Contract. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best’s Insurance rating of A:VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section 31.3 **prior to the commencement of work** under this Contract. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.

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

15.3. It is specifically agreed by the Parties that this Section 16 shall supersede all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs this Section 16. Nothing in this Contract is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

15.4. **Liability**

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

15.4.1. **Commercial General Liability Insurance**

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate.
Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the CONTRACTOR shall purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

CONTRACTOR’S liability insurance shall be primary and non-contributory. All coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy.

“Los Angeles County Children and Families First – Proposition 10 Commission” (or if abbreviated, “LA Cty Prop 10 Commn.”), its officers, agents, consultants and employees are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the CONTRACTOR.

15.4.2. Workers’ Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

15.4.3. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of CONTRACTOR or its employees, with a limit of liability of not less than one million dollars ($1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars ($1,000,000) per occurrence for all other types of professional liability. Only CONTRACTORS, who have a professional liability exposure relating to the funds awarded by this Contract, are required to provide evidence of Professional Liability coverage.

15.4.4. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars ($1,000,000) per accident.

Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of $1,000 each accident for those vehicles funded by this Contract and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

15.4.5. Crime Coverage Insurance

Such insurance, if applicable, shall be in an amount up to the amount of the Contract, but not less than twenty-five thousand dollars ($25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have COMMISSION as Loss Payee. Crime insurance may be included with Property Insurance unless Property Insurance is not required by this Contract.

15.4.6. Property Coverage
15.5. Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION’S Legal Counsel may be substituted for any coverage required above. CONTRACTOR must submit a copy of the self-insured certificate issued by the State of California.

16. INDEMNIFICATION

16.1. To the maximum extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its officers, officials, employees, agents and volunteers, from any losses, injuries, damages, claims, lawsuits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, or arising out of or in any way attributable in whole or in part to CONTRACTOR’S performance of this Contract including, without limitation, matters of active or passive negligence on the part of COMMISSION.

16.2. The indemnity provisions set forth in this Section 17 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the COMMISSION. As this Contract is limited to COMMISSION’S agreement to fund the activities of CONTRACTOR, CONTRACTOR acknowledges that COMMISSION would not award this Contract in the absence of CONTRACTOR’S commitment to indemnify and protect COMMISSION as set forth herein.

16.3. Without affecting the rights of COMMISSION under any provision of this Contract or this Section, CONTRACTOR shall not be required to indemnify or hold harmless COMMISSION for liability attributable to the sole fault of COMMISSION, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception shall apply only in those instances where COMMISSION is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where COMMISSION’S fault accounts for only a percentage of the total liability. In such cases, the obligation of CONTRACTOR to indemnify and defend shall be all-inclusive. CONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT ITS OBLIGATION TO INDEMNIFY AND DEFEND EXTENDS TO LIABILITY ATTRIBUTABLE TO COMMISSION, IF THAT LIABILITY IS LESS THAN THE SOLE FAULT OF COMMISSION.

16.4. The CONTRACTOR shall be solely responsible for resolution of any and all disputes arising out of or related to the CONTRACTOR’S contracts for construction of the Project, including, but not limited to, bid disputes and payment disputes with the CONTRACTOR’S contractors and subcontractors and shall provide the appropriate releases (as set forth in Title 15 of the California Civil Code) as may be requested by the COMMISSION.

17. CONFIDENTIALITY

17.1. CONTRACTOR shall maintain the confidentiality of all records, including, but not limited to, records related to this Contract and client records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality to the extent
17.2. CONTRACTOR shall employ reasonable procedures to assure that the details of the advertising campaigns adhere to laws on confidentiality.

18. ASSIGNMENTS AND SUBCONTRACTS

18.1. Any duties or obligations required to be performed by CONTRACTOR pursuant to this Contract may be carried out under subcontracts. Subcontractors and assigns disclosed and listed in Exhibit A are hereby approved by COMMISSION. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

18.2. Except for subcontractors listed in Scope of Work (Exhibit A) and Budget Forms (Exhibit B), CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COMMISSION, or its designee. In addition, for subcontractors not listed in Scope of Work (Exhibit A) and Budget Forms (Exhibit B), CONTRACTOR shall submit any subcontracts to COMMISSION for written approval prior to subcontractor performing any work thereunder. Any such attempt at delegation or assignment without COMMISSION’S prior written consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated.

18.3. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval.

18.4. All construction contracts related in any way to the Project shall be let by competitive bid procedures that assure award of such contracts to the lowest responsible bidders. The CONTRACTOR does not need approval from the COMMISSION to initiate the bidding process. The CONTRACTOR shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws. The CONTRACTOR shall not award a contract without prior review by the COMMISSION’S Water Design Consultant and without prior written approval from the COMMISSION. A full explanation must be provided if the CONTRACTOR is proposing to award a contract to anyone other than the apparent low bidder.

18.5. CONTRACTOR must submit a memorandum of understanding for each subcontractor listed in Scope of Work and Exhibit B.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, AND PERMIT REGULATIONS

19.1. CONTRACTOR and its subcontractors shall at all times conform to and abide by all applicable federal, state and local laws, local ordinances, codes, regulations, permits and standards of licensing and accrediting authorities, specifically including, but not limited to, environmental, procurements, safety laws, and rules, insofar as the same or any of them are applicable.

19.2. CONTRACTOR is required to comply with Section 3410 of the Public Contracts Code which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.

19.3. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code 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-permitted by law. CONTRACTOR shall inform all of its employees and agents providing services hereunder of the confidentiality provisions of this Contract.
reused items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.

19.4. Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

20. COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will 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 CONTRACTOR pursuant to this Contract.

In accordance with Section 4.32.010 et seq., Los Angeles County Code, CONTRACTOR certifies and agrees that all persons employed by such organization, its satellites, subsidiaries, or holding companies are and will be treated equally by the firm 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.

21. NON-DISCRIMINATION IN EMPLOYMENT

21.1. CONTRACTOR 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. This Section applies 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.

21.2. CONTRACTOR shall treat its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or handicap.

21.3. Upon request by COMMISSION, CONTRACTOR shall provide access for COMMISSION’S representatives to inspect CONTRACTOR’S employment records during regular business hours in order to verify compliance with the provisions of this Section.

22. CRIMINAL CLEARANCE

22.1. For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who come in contact with children in the course of their work, volunteer activity or performance of any programs or services pursuant to this Contract, and shall maintain such records in the file of each such person.

22.2. Within thirty (30) days after such information becomes known to CONTRACTOR, CONTRACTOR shall notify COMMISSION of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employees, independent contractors, volunteers or subcontractors who come in contact with children while providing services under this Contract.

22.3. CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including, but not limited to, the
offenses specified in Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following Penal Code sections or any future Penal Code sections which address these crimes:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>261.5</td>
<td>Unlawful sexual intercourse with a minor.</td>
</tr>
<tr>
<td>272</td>
<td>Causing, encouraging or contributing to delinquency of person under age 18.</td>
</tr>
<tr>
<td>273a</td>
<td>Willful harm or injury to child or child endangerment.</td>
</tr>
<tr>
<td>273ab</td>
<td>Assault resulting in death of child under 8 years of age.</td>
</tr>
<tr>
<td>273d</td>
<td>Infliction of corporal punishment or injury on child resulting in traumatic condition.</td>
</tr>
<tr>
<td>273g</td>
<td>Degrading, lewd, immoral or vicious practices in the presence of children.</td>
</tr>
<tr>
<td>286</td>
<td>Sodomy.</td>
</tr>
<tr>
<td>288</td>
<td>Lewd or lascivious acts upon the body of a child under age 14.</td>
</tr>
<tr>
<td>288a</td>
<td>Oral Copulation.</td>
</tr>
<tr>
<td>314</td>
<td>Indecent exposure.</td>
</tr>
<tr>
<td>647</td>
<td>Disorderly conduct, including lewd conduct, prostitution, loitering, and intoxication in a public place.</td>
</tr>
<tr>
<td>647.6</td>
<td>Annoyance of or molesting a child under age 18.</td>
</tr>
</tbody>
</table>

23. **AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatories to this Contract are fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

24. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

24.1. CONTRACTOR is hereby notified that if COMMISSION acquires information concerning the performance of CONTRACTOR on this or other programs which indicates that CONTRACTOR is not responsible, COMMISSION may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding on COMMISSION proposals for a specified period of time and terminate any or all existing Agreements that CONTRACTOR may have with COMMISSION.

24.2. COMMISSION may debar a CONTRACTOR if it finds in its reasonable discretion, that CONTRACTOR has done any of the following, including but not limited to: (1) violated any significant terms or conditions of this Contract; (2) committed any act or omission which negatively reflects on CONTRACTOR’S quality, fitness or capacity to perform this Contract with COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or offense which indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

24.3. If there is evidence that CONTRACTOR may be subjected to debarment, COMMISSION will notify CONTRACTOR in writing of the evidence that is the basis for the proposed debarment.
COMMISSION will advise CONTRACTOR of the scheduled date for a debarment hearing before the COMMISSION Hearing Board or, at COMMISSION’S discretion, a Hearing Officer.

24.4. The COMMISSION Hearing Board or Hearing Officer will conduct a hearing in which evidence on the proposed debarment shall be presented. CONTRACTOR and/or CONTRACTOR’S representative(s) shall be given an opportunity to submit evidence at that hearing. After the hearing, the COMMISSION Hearing Board or Hearing Officer shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be suspended, and, if so, the appropriate length of time of the suspension. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the COMMISSION Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

24.5. Debarment is a breach of this Contract, and COMMISSION will terminate this Contract.

25. **NON-COMPLIANCE**

Non-compliance is defined as: 1) failure of a CONTRACTOR to comply with the terms of this contract; 2) failure to effectively implement and manage the COMMISSION funded program/project; and/or 3) failure to comply with COMMISSION policies and procedures.

COMMISSION has the authority to impose sanctions for a CONTRACTOR’S non-compliance, including poor program performance and/or failure to comply with the conditions on a prescribed corrective action plan. The sanctions vary in severity and may be of a progressive nature and may include, without limitation, increased monitoring and auditing requirements, budget reduction, modification of timelines, and termination of contract with debarment from future funding opportunities. CONTRACTOR will refer to the COMMISSION Guidelines for Grant/Contract Compliance for more information on this Section.

26. **INTERPRETATION AND ENFORCEMENT OF AGREEMENT**

26.1. **Validity**

The invalidity, unenforceability or illegality of any provision, paragraph, sentence, word, phrase or clause of this Contract shall not render the other provisions thereof invalid.

26.2. **Governing Laws, Jurisdiction and Venue**

This Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the county of Los Angeles.

26.3. **Waiver**

Any waiver by COMMISSION of any breach of any of the provisions, covenants, terms, and conditions herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other provision, covenant, term, or condition herein contained, nor shall failure on the part of COMMISSION to require exact, full and complete compliance with any of the provisions, covenants, conditions, terms and conditions herein contained be construed as in any manner changing the terms of the Agreement or preventing COMMISSION from enforcing the provisions of this Contract.

26.4. **Caption and Section Headings**
Captions and section headings used in this Contract are for convenience only and are not a part of this Contract and shall not be used in construing this Contract.

26.5. **Attorneys Fees and Costs**

In the event that either party hereto is forced to bring legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs of suit.

27. **INFORMATION TECHNOLOGY REQUIREMENTS**

CONTRACTOR will be responsible for coordinating with COMMISSION’S Information Technology (IT) Department regarding the design, development, structure and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of CONTRACTOR’S program:

A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION’S infrastructure.
B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
C. Ability to collect information at the client-level, as necessary.
D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
E. Ability to export to and import the data collected.
F. CONTRACTOR will be required to obtain a digital certificate to submit documentation to COMMISSION electronically for recording and processing by COMMISSION staff. Digital certificate must be obtained from approved Certificate Authority (CA) vendor providing a Public Key Infrastructure (PKI). Digital certificate must be maintained by CONTRACTOR throughout contract period.

28. **TERMINATION**

28.1. In the case of a material breach of this Contract, including, but not limited to, CONTRACTOR’S failure to provide the programs and services detailed in the Scope of Work in a satisfactory manner, and the mismanagement or misuse of project funds by CONTRACTOR or its employees, subcontractors or agent, COMMISSION may terminate this Contract and project funding pursuant to this Contract. Termination of services provided by CONTRACTOR pursuant to this Contract shall be effected by delivery to CONTRACTOR of a seven (7) day advance written notice of termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

28.2. After receipt of a notice of termination and except as otherwise directed by COMMISSION, CONTRACTOR shall:

- To the extent possible, continue to perform the services required under this Contract until the effective date of termination.
- Cease provision of services under this Contract on the effective date of termination.

28.3. After receipt of a notice of termination, CONTRACTOR shall submit to COMMISSION, in the form and with the certification as may be prescribed by COMMISSION, an invoice for expenses incurred until the effective date of termination. Such claim and invoice shall be submitted promptly. COMMISSION will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit the invoice within the time allowed, COMMISSION may determine, on the basis of information available to COMMISSION, the amount, if any, due to CONTRACTOR with respect to the termination, and
such determination shall be final. After such determination is made, COMMISSION shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated services.

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

COMMISSION’S payment obligations pursuant to this Contract are payable solely from funds appropriated by COMMISSION for the purpose of this Contract. CONTRACTOR shall have no recourse to any other funds allocated to or by COMMISSION. CONTRACTOR acknowledges that the funding for this Contract is limited to the term of the Agreement only, with no future funding promised or guaranteed.

The COMMISSION and the CONTRACTOR expressly agree that full funding of the Program over the entire Term of Contract is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County’s share of those revenues to the COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating the COMMISSION’S receipt of Proposition 10 tax revenues, or any other unexpected material decline in the COMMISSION’S revenues, the COMMISSION may reduce or eliminate funding for subsequent contract years at a level that is generally proportionate to the reduction.

30. **NOTICES**

30.1. Any notices, reports, or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR’S and COMMISSION’S regular business hours or by facsimile before or during CONTRACTOR’S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

30.2. **Notices to CONTRACTOR**

Notices will be sent to CONTRACTOR addressed as follows:

<table>
<thead>
<tr>
<th>Program Contact Person</th>
<th>Telephone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Water</td>
<td>XXX-XXX-XXXXX</td>
<td><a href="mailto:XXX@XXX.org">XXX@XXX.org</a></td>
</tr>
<tr>
<td>Fiscal Contact Person</td>
<td>Telephone</td>
<td>E-mail</td>
</tr>
<tr>
<td>Sample Water</td>
<td>XXX-XXX-XXXXX</td>
<td><a href="mailto:XXX@XXX.org">XXX@XXX.org</a></td>
</tr>
</tbody>
</table>

30.3. **Notices to COMMISSION**

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA  
Attention: Grants Management and Legal Compliance  
750 North Alameda Street, Suite 300  
Los Angeles, California 90012
With a copy of any Agreement changes or modifications to:

Craig A. Steele
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

30.4. Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any provisions of this Contract, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

30.5. Reports

Agreement documents and reports should be addressed and mailed to the appropriate COMMISSION Program Officer at the address listed above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]
31. **SIGNATURES**

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below. By signing below, the authorized signatory for the CONTRACTOR represents that he or she has read and agrees to all the terms of this Contract.

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

**COMMISSION:**
Agreed & Accepted

EVELYN V. MARTINEZ, EXECUTIVE DIRECTOR & DATE

Approved as to form:

CRAIG A. STEELE, LEGAL COUNSEL & DATE

**CONTRACTOR:**
Agreed & Accepted

SAMPLE Water Agency
LEGAL NAME OF CONTRACTOR

AUTHORIZED SIGNATURE & DATE

SAMPLE Street
STREET ADDRESS

ADDITIONAL AUTHORIZED SIGNATURE & DATE

Somewhere, Los Angeles County, USA
9XXXX
CITY, STATE, ZIP

**NOTE: IF CONTRACTOR IS A CORPORATION, TWO SIGNATURES ARE REQUIRED.**
First 5 LA
Oral Health Community Development Project

APPENDIX H

PREVIOUS CLIENT FORM
Please list all clients for whom you have worked in the past three years on projects similar to the one described in this RFP.

(Please feel free to recreate this form and to use multiple sheets if necessary)

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Project Name and Brief Description</th>
<th>Project Time Period</th>
<th>Principal Contact</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Agency Name: _________________________________________________________

Project Title: ___________________________________________________________

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the grant agreement process, the COMMISSION, as its own discretion, may implement procedures to validate the responses made below. The COMMISSION reserves the right to reject all or part of the grant agreement if false or incorrect information is submitted by the grantee.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the water agency currently, or within the past two (2) years, involved in litigation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Is the agency director currently, or within the past two (2) years, involved in litigation related to the administration and operation of a program/project or agency?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Are any key staff members unable to be bonded?</td>
<td></td>
<td></td>
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<tr>
<td>4. Have there been unfavorable rulings by a funding source against the agency for improper management or contract compliance deficiencies?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Has the agency or agency director ever had public or foundation funds withheld?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Has the agency ever had its non-profit status revoked or withheld?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Has the agency or agency director refused to participate in any fiscal audit requested by a government agency or funding source?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXPLANATION (Use additional pages, if necessary):

________________________________________   ________________
Agency’s Authorized Signature   Date

_________________________________________
Print Name of Authorized Agent
First 5 LA  
Oral Health Community Development Project

APPENDIX J

REQUEST FOR PUBLIC EDUCATION FUNDING
(IF APPLICABLE)

If the water agency is requesting additional funding from First 5 LA to supplement their initial public education efforts, responses must be provided for each question. If more space is needed, please provide additional pages of complete responses.

1. Name of Water Agency:_________________________________________________
   Name of Authorized Representative: ________________________________
   Representative’s Title: _____________________________________________

2. Please indicate public education funding amount requested: ______________

3. Please explain the need for supplemental public education funding to implement the OHCD Project:
   ____________________________________________________________________
   ____________________________________________________________________

4. What public education activities, in general, does your water agency currently implement:
   ____________________________________________________________________
   ____________________________________________________________________

5. What prior public education activities, during the past two (2) years, if different than activities listed in response to No. 4, has the water agency conducted:
   ____________________________________________________________________
   ____________________________________________________________________

6. What public education activities regarding community water fluoridation does your water agency currently implement:
   ____________________________________________________________________
   ____________________________________________________________________

7. Please list and describe all public education activities this funding will support:
   ____________________________________________________________________
   ____________________________________________________________________
8. The water agency is required to have existing funding for public education from another source(s). Please describe what other resources and/or sources of support for public education will be leveraged during the time of the anticipated public education activities:

________________________________________________________________________

________________________________________________________________________

9. Will the activities supported by this funding be a one-time cost:

________________________________________________________________________

________________________________________________________________________

10. If proposed public education funded through supplemental funding is an ongoing cost for the duration of the Project, please explain the water agency’s plan for sustaining these activities:

________________________________________________________________________

________________________________________________________________________

______________________________________       _________________
Agency’s Authorized Signature               Date

______________________________________
Print Name of Authorized Agent
I. Water System Organization

A. Water System Name: ________________________________
B. Water System Number: ____________________________
C. Address: ______________________________________
D. General Manager/Superintendent: __________________
E. Worksheet Contact Person: _________________________
F. Telephone Number: ______________________________

II. Water System Information

A. Quantity of Water Produced from All Sources.

Surface Water Sources
(List surface water sources where installation of fluoridation treatment facilities would be required.)

<table>
<thead>
<tr>
<th>Treatment Plant Name</th>
<th>Peak Month Ave. Flow (MGD)</th>
<th>Natural FL Concentration</th>
<th>Frequency of Operation (# of days/year)</th>
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</thead>
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</tbody>
</table>
**Purchased Water**
(List connections/ turnouts to other public water systems where purchased water is added to your system and where installation of fluoridation treatment facilities would be required.)

<table>
<thead>
<tr>
<th>Water System Name/ System Number</th>
<th>Natural FL Concentration</th>
<th>Frequency of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>No. of Days per Year</td>
</tr>
</tbody>
</table>
**Groundwater Sources**
(List all ground water sources where installation of fluoridation treatment facilities would be required. If more space is required, please attach additional sheet)

<table>
<thead>
<tr>
<th>Well Name/ No.</th>
<th>Natural Fluoride Concentration (mg/l)</th>
<th>Peak Month Flow (MGD)</th>
<th>Ave. Month Flow (MGD)</th>
<th>Frequency of Operation (# of days/year)</th>
</tr>
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</tbody>
</table>
III. Fluoridation Treatment Design Criteria

The Centers for Disease Control and Prevention (CDC) publications “Water Fluoridation, A Manual for Engineers and Technicians,” and the “MMWR, Engineering and Administrative Recommendations for Water Fluoridation, 1995,” are recommended guidance documents for completion of the fluoridation treatment cost estimate. (See next page) In addition, the California Code of Regulations, Title 22, Section 64433.2 identifies the fluoride levels to be used to determine the appropriate fluoride dosage.
**Project Preliminary Cost Estimate Worksheet**

Complete the following table for each location where fluoridation treatment facilities are to be installed. For items that do not apply to your proposed system, indicate N/A.

**System Name / Source Identification:**

**Proposed type of fluoridation treatment chemical system (Check one):**

___ Sodium Fluoride  ___ Sodium Fluorosilicate  ___ Fluorosilisic Acid

**Proposed Fluoride Chemical Dosage (mg/l): Optimal / Design_____**

<table>
<thead>
<tr>
<th>Description</th>
<th>Size</th>
<th>Qty.</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chemical Feed System</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Metering Pump</td>
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<tr>
<td>Saturator</td>
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<tr>
<td>Chemical Feeder</td>
<td></td>
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<tr>
<td>Solution Tank</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Scale</td>
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<tr>
<td>Chemical Mixer</td>
<td></td>
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<tr>
<td>Pacing Meter</td>
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<tr>
<td>Water Meter</td>
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<tr>
<td><strong>Chemical Storage Facilities</strong></td>
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<tr>
<td>Receiving Station</td>
<td></td>
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<tr>
<td>Day Tank</td>
<td></td>
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<tr>
<td>Spill/Leak Containment</td>
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<tr>
<td>Bulk Storage Tank (3-mo.)</td>
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<tr>
<td><strong>Auxiliary Equipment</strong></td>
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<tr>
<td>Fluoride Analyzer</td>
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<tr>
<td>Water Softener</td>
<td></td>
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<tr>
<td>Backflow Prevention Device</td>
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<tr>
<td>Alarms (High/ Low)</td>
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<tr>
<td>Item</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>Site Work</td>
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<tr>
<td>Paving</td>
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<tr>
<td>Grading/Excavitation</td>
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<tr>
<td>Yard Piping</td>
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<tr>
<td>Landscaping</td>
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<tr>
<td>Structures</td>
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<tr>
<td>Equipment Vaults</td>
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<tr>
<td>Buildings</td>
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<tr>
<td>Other Required Items</td>
<td></td>
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<tr>
<td>Land/Easements</td>
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<tr>
<td>Permits</td>
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<td>CEQA Compliance</td>
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<tr>
<td>Design</td>
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<tr>
<td>Total Capital Cost</td>
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</table>

Project Preliminary Cost Estimate Report Completed By:

_______________________________________________________________________________
(First and Last Name, Title, Agency)

Date Completed: ____________________

Contact Number: ____________________

Email Address: _____________________
First 5 LA  
Oral Health Community Development Project

**APPENDIX L**

**AUTHORIZED SIGNATURE FORM***
*Please Complete and Return Two (2) Original Forms*

<table>
<thead>
<tr>
<th>Agency Legal Name</th>
<th>PROGRAM</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Agency Address</th>
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<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Contact Telephone Number and/or E-Mail Address</th>
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**Approved by Executive Director/Superintendent (Signature)* - *Must also sign below**  

Date  

The following individual(s) are authorized to sign for the agency as it relates to the above-referenced program (i.e. invoice, modifications, grant agreement, etc.) unless specified in the **Exceptions** Column. If you need additional space, please make a copy of this document. IF YOU HAVE ANY QUESTIONS REGARDING THIS FORM, PLEASE CONTACT YOUR PROGRAM OFFICER.

<table>
<thead>
<tr>
<th>NAME &amp; TITLE <em>(Please Print Legibly)</em></th>
<th>SIGNATURE</th>
<th>ADDRESS &amp; TELEPHONE #</th>
<th>EXCEPTIONS TO SIGNATURE AUTHORIZATION</th>
<th>DATE</th>
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<tbody>
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* If the signature authorization status of any individual changes during the term of the grant agreement, it is the responsibility of the agency to contact your Program Officer to complete and submit a new Signature Authorization Form. If Grantee is a corporation, two signatures are required unless specified in the organization’s Bylaws. Individual providing the approval of form must also be listed below.
First 5 LA  
Oral Health Community Development Project  

APPENDIX M

WRITTEN COMMITMENT TO PAY PROJECT OPERATIONS AND MAINTENANCE COSTS

___________________ (name of water agency) has received approval from its Board of Directors and/or authorized agents to pay for the ongoing Operations and Maintenance (O&M) costs associated with the Oral Health Community Development (OHCD) Project for the life of the Project. (Please attach the formal approval to this fully executed written commitment.)

___________________ (name of water agency) hereby commits and agrees to fund all ongoing O&M costs arising from the agency’s community water fluoridation activities for the duration of the Project from the date of the full functioning of all equipment funded by the OHCD Project.

______________________________________  
Name of Water Agency

______________________________________  _______________  
Agency’s Authorized Signature        Date

______________________________________  
Print Name of Authorized Agent/Title