May 1, 2008

Dear Prospective Water Treatment Engineering Expert or Consulting Firm:

First 5 LA is issuing this Request for Qualifications (RFQ) to qualified water treatment experts 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 Board of Commissioners 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 qualified water treatment engineer experts and/or organizations in LA County interested in contracting with First 5 LA Commission to implement the OHCD Project. The annual contract may be renewed for up to 5 years for a total of up to $1 Million. Please refer to the attached RFQ for all qualifications and requirements.

In response to this RFQ, interested individuals/organizations must submit one (1) original and six (6) copies of the qualification 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 First 5 LA no later than 5:00pm on May 28, 2008. Faxed or e-mailed submissions will not be accepted. For additional information or further questions, please send an email 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

A public entity.
ORAL HEALTH COMMUNITY DEVELOPMENT PROJECT
REQUEST FOR QUALIFICATIONS (RFQ)

First 5 LA
Los Angeles County
Children and Families First-Proposition 10 Commission
RELEASE DATE: May 1, 2008
# FIRST 5 LA ORAL HEALTH COMMUNITY DEVELOPMENT (OHCD) PROJECT

REQUEST FOR QUALIFICATIONS

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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 teeth 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.1 Widespread use of fluoride has been a major factor in the decline in the prevalence and severity of tooth decay in the United States.

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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.\(^2\) AB 733 also mandates fluoridation of California’s public water systems with an ultimate goal to decrease dental caries which will create a potential cost-savings to taxpayers of approximately $80 million annually.\(^3\) Compared to other states, California ranked in the bottom 25% in providing optimally fluoridated water to its residents. Currently, the Center for Disease Control and Prevention estimates 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.”\(^4\) 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.

\(^2\) Subsequently, the Centers for Disease Control and Prevention (CDC) promulgated Healthy People 2010.

\(^3\) Senate Committee Staff Analysis of the background of the bill as amended on June 14, 1995: projected cost savings to tax payers 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. Contracts funded under the OHCD Project will not exceed $1 Million. First 5 LA’s OHCD Project September 2007 Board Memo and Report with 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.

The primary focus of the OHCD Project is to fund the construction of water fluoridation treatment infrastructure 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.

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 the Metropolitan Water District (MWD) to further increase the supply of optimally fluoridated water in LA County.

The OHCD Project activities for water agencies are one-time costs and will be available annually on a competitive, first-come-first-serve-basis, over the course of three years. 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 establish and provide evidence of 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 education 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. EXPERT REQUIREMENTS

First 5 LA is seeking qualified water treatment engineer experts interested in working with First 5 LA staff and Commission to implement the Oral Health Community Development (OHCD) Project. The Commission will need an expert or a firm to provide review and monitoring of water fluoridation projects. The Commission expects to enter into a twelve (12) month contract with the selected expert(s). The contract will be eligible for renewal at the end of the contract period. The Contract may potentially be renewed for 5 years, up through the year 2013 and the Contract amount may not exceed $1 Million. If the Commission decides to continue this Project in subsequent years, the selected expert(s) may be asked to extend their service for this Project. The water treatment expert’s services and activities funded by First 5 LA OCD Project will support First 5 LA’s strategic plan efforts.

The selected water design engineer expert is required to conduct the following activities as part of its completion of the OHCD Project Expert Requirements and Deliverables:

- Monitor all aspects of OHCD Projects funded by First 5 LA.
- Support First 5 LA staff in the implementation of approved OHCD Project proposals and provide expert guidance on community water fluoridation plan assessment;
- Monitor and assess funded OHCD Projects to ensure water agencies’ adherence to timelines;
- Review, assess, and provide feedback regarding the reasonableness of budgets and cost estimates, and appropriateness and accuracy of expenditures;
- Support First 5 LA staff in communication with water agency staff and related associates;
- Incorporate direction from First 5 LA staff into a work plan on an ongoing basis;
- Be accessible and flexible in accordance with product timelines and activities;
- Work with First 5 LA to identify and establish a plan that ensure OHCD Project outcomes;
- Meet weekly with staff to discuss the activities listed above and consistently communicate with First 5 LA staff as well as other First 5 LA experts and/or partners (such as the Strategic Implementation Workgroup) as determined by staff in order successfully implement OHCD Projects; and
- May support First 5 LA staff in the OHCD Project proposal process, including reviewing proposals, providing feedback on the proposals, and conducting site visits; and
- May refine water agencies’ completed Scope of Work for alignment with the goals of the OHCD Project.
Other Desired Qualifications:

- Actively engage the Commission in all activities to be delivered under this RFQ;
- Fully partner with the Commission in convening collaborative meetings and planning efforts;
- Be sensitive to the diversity of communities throughout Los Angeles County and facilitate effective communication, problem solving, and planning with various agencies; and
- Perform other duties which may be deemed necessary and appropriate.
IV. ELIGIBILITY AND QUALIFICATIONS

A. ELIGIBILITY

The chosen expert must be a licensed engineer by the State of California and in good standing. The expert must have a minimum of five (5) years of experience as a water treatment engineer.

B. QUALIFICATIONS

First 5 LA is seeking a water treatment engineer expert with the following desired qualifications:

Experience & Knowledge
- Knowledge and familiarity with the drinking water industry in LA County (type and nature of water systems);
- Expertise and experience with conducting preliminary planning, design construction, implementation, and monitoring of drinking water treatment projects specifically with chemical feed systems, metering and monitoring. (Specific experience with community water fluoridation is desirable);
- Knowledge of the Department of the California Department of Public Health, Division of Drinking Water and Environmental Management (DDWEM) requirements; and
- Familiarity with the relevant water treatment publication and guidelines (i.e., 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”.

Skills
- Strong management and team building skills
- Ability to initiate and facilitate conversations with First 5 LA and water agency staff;
- Strong written and oral communication skills;
- Ability to synthesize information from multiple sources and form written responses to report to First 5 LA staff and Commission; and
- Ability to communicate complex issues, stimulate creative thinking, and negotiate differences.
V. QUALIFICATIONS STATEMENT CONTENT

Interested water treatment engineer experts must review the following instructions and include in the statement content the required content listed below. All qualifications statement content must use exact headings and subheadings.

A. CONTACT INFORMATION

In a Cover Letter include the individual or organization's name, address, telephone, fax, and e-mail address; the primary contact person's name, title, and address, telephone, fax, and e-mail address (if different from organization's information). The letter must be written on letterhead, signed by the individual contractor or authorized signatory formally designated by the agency such as the organization president, chief executive officer or director. (2 pages maximum)

B. QUALIFICATIONS

1. Statement of Qualification: Provide a statement outlining the expert's demonstrated ability, based on qualifications and experience, to meet the expectations of the OHCD Project Expert Requirements and Deliverables as outlined in Section III. Describe the methodology that will be implemented to work with First 5 LA Staff and water agencies (such as the staff assigned to the contract, the methods of communication with First 5 LA staff, accessibility, etc.) to accomplish First 5 LA's Requirements and Deliverables described in this RFQ. (5 pages maximum)

2. Résumé or Curriculum Vitae (C.V.): The résumé or C.V. must outline all relevant work history, educational attainment, publications, prior research projects, etc. of each individual engineer expected to be involved with the Project.

C. SCOPE OF WORK

Using Appendix C: Scope of Work, describe the objectives and related key activities expected for the monitoring of an entire OHCD Project, (approximately 2 ½ years) and by when and whom those activities will be carried out.

D. BUDGET

The $20 million OHCD Project allocation includes funding for the selected water treatment expert. Funding for the expert will not exceed $1 Million over the course of up to 5 years. Workload for the expert is expected to vary throughout the years. Using the attached budget worksheet, (Appendix D: Budget Instructions and Budget Request Forms) provide your hourly rate and an itemized budget that details expenses for the proposed activities to complete the deliverables. Identify costs over a twelve (12) month period and number of hours personnel will be assigned to the Project, including a brief description of the services, the rate of pay and the formula used to determine the total amount. Identify and provide a general description of all
other non-personnel costs (for example, equipment, printing, copying, space, telephone, supplies, etc.) required to complete the deliverables, specifying the quantity, cost per unit, duration of use, and purpose of these items. Provide a separate Budget Narrative for each of the line items in the Budget Request Forms.
VI. REVIEW PROCESS, TIMELINE, AND SUBMISSION GUIDELINES

A. REVIEW PROCESS AND CRITERIA

The expert(s) will be selected through a review process, this process includes a review panel. Proposals that are incomplete or do not meet the minimum requirements are subject to disqualification. All decisions of First 5 LA are final. An appeals process will not be available.

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

- Past experience in performing comparable work;
- Demonstrated work in developing a drinking water treatment project (water fluoridation projects are preferred);
- Knowledge and experience with planning, implementing, and monitoring drinking water treatment projects (water fluoridation projects are preferred); and
- Demonstrated work with various groups and sectors of the water industry, public, and key informants.

First 5 LA staff and/or Commission reserve the right to reject any or all submitted proposals. First 5 LA also reserves the right to commence contracts with more than one expert and/or group should it be necessary for completion of the highest quality work within the necessary timeframe.

B. TIMELINE

The RFQ 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>
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<tbody>
<tr>
<td>May 1, 2008</td>
<td>Release of RFQ</td>
</tr>
<tr>
<td>May 28, 2008</td>
<td>Proposal package due to First 5 LA by 5:00pm</td>
</tr>
<tr>
<td>May 28, 2008</td>
<td>Last Day to Submit Questions to First 5 LA</td>
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<tr>
<td>Week of June 23, 2008</td>
<td>Interviews</td>
</tr>
<tr>
<td>July 8, 2008</td>
<td>Notify Selected Expert of Final Decision</td>
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<tr>
<td>July 8, 2008</td>
<td>Contract Negotiations Begin</td>
</tr>
<tr>
<td>August 19, 2008</td>
<td>Contract Begins</td>
</tr>
</tbody>
</table>
C. SUBMISSION 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 Qualification Statement Content must not exceed its respective page maximum, not including the required appendices;
- 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 six (6) 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.

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 B: Proposal Package Checklist to confirm all the required items are included. The following documents are to be included in the order listed below:

The following documents are required to be submitted with the proposal:

- Appendix A: Proposal Cover Sheet
- Appendix B: Proposal Package Checklist
- Table of Contents
- Qualifications Statement Content
- Organization Chart (if applicable)
- Appropriate business licenses and/or Proof of non-profit status, if applicable.
- Resumes of key staff, subcontractor(s) and expert(s)
- Appendix C: Scope of Work
- Appendix D: Instructions for Budget Forms and Budget Request Forms
- Budget Narrative
- Appendix F: Signature Authorization Form
- Appendix G: Agency Involvement in Litigation and/ or Contract Compliance Difficulties
- Current Audited Financials
• By-Laws\(^5\) (if applicable)
• Articles of Incorporation\(^6\) (if applicable)
• List of Governing Body Members (if applicable)

Submit one (1) original and six (6) 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, May 28, 2008_. Faxed or e-mailed submissions will not be accepted. Please contact First 5 LA with any questions. Questions may be emailed to _OHCD@first5la.org_. Questions will be accepted until May 28, 2008.

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\(^5\) 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.

\(^6\) 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. CONTRACTUAL CONSIDERATIONS

Specific contractual considerations, including but not limited to the following, apply to RFQ submission process and project implementation and to any contracts that result from the submission and implementation of the project/proposal. The contractor will need to comply with all of the provisions in the attached sample contract (Appendix E).

A. Conflict of Interest

The selected Contractor will be required to comply with the Commission’s Conflict of Interest provisions, as outlined in the contract, and as applicable under California Law. CONTRACTOR acknowledges that he/she/it is acting as public official pursuant to the 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 the Contract and shall not use such information for personal or commercial gain outside the Contract. By agreeing to the Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it will not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the funded project and related initiative(s). During the term of the Contract and for one year thereafter, CONTRACTOR will not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

B. Contract Information

1. The Commission may, at its sole discretion, reject any or all submissions in response to this RFQ. The Commission also reserves the right to cancel this RFQ, at its sole discretion, at any time before execution of a contract. The Commission shall not be liable for any costs incurred in connection with the preparation of any submissions in response to this RFQ. Any cover letters, résumés and/or curriculum vitæ, including attached materials, submitted in response to this RFQ shall become property of the Commission and subject to public disclosure.

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

4. The Commission reserves the right to request additional financial status information to verify applicants past status and current financial status. This information includes, but is not limited to: the most recent independent audit ending Calendar Year 2007 or Fiscal Year June 30, 2007, Cash Flow Statement, Statement of Activities (Income Statement), and Statement of Financial Position (Balance Sheet).

5. Consistent with the intent of 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 organization for any purpose. Activities funded under this proposal must be new or enhancements to existing activities.

6. The award of a contract by the Commission to an individual/agency/organization that proposes to use subcontractors for the performance of work under the contract resulting from this application process shall not be interpreted to limit the Commission’s right to approve subcontractors, assemble teams and/or assign leads. Each applicant will be evaluated independently for added value to the overall team. A copy of executed subcontract(s) related to Program funding must be provided to the Commission.

7. The selected Contractor will be required to sign the contract at least two (2) weeks prior to the intended start date of the contract, as outlined in Term of Contract section of contract, to assure the timely completion of the signature process by all parties. If the contract is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the contract execution date (the date all parties have signed the contract). Contractor will not be eligible to obtain reimbursement for any costs incurred prior to the contract execution date, unless otherwise approved by the Commission. If this Contract is not signed within the thirty (30) days period from the intended start date, the Commission has the right to withdraw the contract award. Any agreed upon changes to the intended start date must be confirmed in writing by both parties.

8. Unless otherwise submitted during the application (RFQ, RFP, etc.) process, the selected Contractor will be required to submit the required documentation listed on the Contractor Checklist, which includes, but not limited to, the following documents before the Contract can be fully executed:

- Agency Involvement in Litigation Form
- By-laws (if applicable)
- Articles of Incorporation (if applicable)
- Board of Directors or List of Partners (as applicable)
- Signature Authorization Form
Form RRF-1 (required and filed annually with the California Attorney General’s Registry of Charitable Trusts) and IRS Form 990 (if applicable)
Annual Independent Audit for prior fiscal year or calendar year (if applicable)
Appropriate business licenses (for vendors or private organizations)
IRS Letter of Determination (if applicable) or completed IRS Form W-9
Memorandums of Understanding (for any sub-contractors, collaborators, and/or partners listed under Contracted Services and Evaluation sections of Exhibit B – Budget Forms)
Certificates of Insurance for all insurance requirements outlined in the contract.

9. The sample contract and contracting requirements are attached (See Appendix E). If successful, the Contractor will be required to meet all of the terms set out in these documents within the timeframe identified.
VIII. APPENDICES

Appendix A: Proposal Cover Page
Appendix B: Proposal Package Checklist
Appendix C: Scope of Work
Appendix D: Instructions for Budget Forms and Budget Request Forms
Appendix E: Sample Contract
Appendix F: Signature Authorization Form
Appendix G: Agency Involvement in Litigation and/or Contract Compliance Difficulties
First 5 LA
Oral Health Community Development Project

PROPOSAL COVER PAGE
Please submit one (1) original signed in blue ink and six (6) photocopies of your proposal to the Commission no later than 5:00pm on May 28, 2008. Late or incomplete proposals received in person or by mail after May 28, 2008 at 5:00pm 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 May 28, 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: ____________________________

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<tr>
<th>Name of Applicant/Organization</th>
<th>Web Address (if applicable)</th>
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Contact Person and Title

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<th>E-mail</th>
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A. Has the consultant ever been awarded First 5 LA funding?
   □ No □ Yes If yes, please identify the agency (ies), title, funding number and amounts of funded project(s).

OHCD Project Total Proposed Budget: $

II. PROPOSAL ABSTRACT
   Please provide a brief description of your proposal.
First 5 LA
Oral Health Community Development Project

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 six (6) copies must be submitted.

1. [ ] Appendix A: Proposal Cover Page
2. [ ] Appendix B: Proposal Package Checklist
3. [ ] Table of Content
4. [ ] Qualification Content
5. [ ] Organization Chart (if applicable)
6. [ ] Proof of non-profit status and/or appropriate business licenses
7. [ ] Resume of key staff, subcontractor(s) and consultant(s)
8. [ ] Appendix C: Scope of Work
9. [ ] Appendix D: Instructions for Budget Forms and Budget Request Forms
10. [ ] Budget Narrative
11. [ ] Appendix F: Signature Authorization Form
12. [ ] Appendix G: Agency Involvement in Litigation and/ or Contract Compliance Difficulties
13. [ ] Current Audited Financials
14. [ ] By-laws
15. [ ] Articles of Incorporation (if applicable)
16. [ ] A list of governing body members

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<th>Authorized Signature</th>
<th>Date</th>
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Print Authorized Agent’s Name
### First 5 LA
Oral Health Community Development Project

**APPENDIX C**

### SCOPE OF WORK

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<tr>
<th><strong>Header</strong></th>
<th><strong>Activities &amp; Subtasks</strong></th>
<th><strong>Staff Assignment</strong></th>
<th><strong>Timeline</strong></th>
<th><strong>Deliverables</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency Name</strong></td>
<td>Indicate the legal name of your agency.</td>
<td>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</td>
<td>Indicate staff, consultants and/or subcontractors responsible for the respective activity or subtask.</td>
<td>Indicate start and end period.</td>
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<tr>
<td><strong>Project Name</strong></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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<td><strong>John Smith, PE</strong></td>
<td><strong>September 2008 to June 2009</strong></td>
<td><strong>Ongoing approval of invoices</strong></td>
</tr>
<tr>
<td><strong>For example:</strong></td>
<td><strong>Assess financial appropriateness of water agency's proposed Project costs estimates</strong></td>
<td><strong>Review budget and invoices</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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For example:
Assess financial appropriateness of water agency’s proposed Project costs estimates

Review budget and invoices

John Smith, PE

September 2008 to June 2009

Ongoing approval of invoices
APPENDIX D

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.

Section 1: Personnel – Include personnel that will be assigned to the First 5 LA program. List each employee individually.

- **Title/Name** – this box should contain the name and the title of the employee. If no 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 agency monthly gross salary for each position.
  
  Executive positions may not exceed 60% of their gross salaries and should be in proportion to the total First 5 LA grant in relation to the entire agency’s revenue, in which case the lesser will apply.

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

  **For Example:**
  
  - If the First 5 LA grant represents 10% of your agency’s revenue, executive positions are ONLY reimbursable at 10% of their gross salary.
  - If the First 5 LA grant represents 75% of your agency’s revenue, executive positions are ONLY reimbursable at 60% of their 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 First 5 LA program.

- **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 contractors/consultants that will be used to support the services provided by the program. Include a brief description of the services, the rate of
pay and the formula used to determine the total amount. **DO NOT INCLUDE COSTS FOR CONSULTANTS THAT DEAL DIRECTLY WITH THE EVALUATION.**

**Section 3: Equipment** – NOT APPLICABLE

**Section 4: Printing/Copying** - Provide a brief description of the general printing cost associated to the program. Describe costs associated for printing and copying. Provide the number of copies made for each item and the cost per unit.

**Section 5 & 6: Space & Telephone** –

- **SPACE** - On the top table, include cost associated for space used for the program. Provide the square footage, cost per foot and number of months the space will be used.
- **TELEPHONE** – On the bottom table, include telephone cost associated to this program. Provide the total number of telephones, cost per telephone, and the number of months the telephones will be used.

**Section 7 & 8: Postage & Supplies** –

- **POSTAGE** - On the top table, include cost associated for postage for this program. Provide the quantity, unit cost, and number of months that postage costs will be used.
- **SUPPLIES** – On the bottom table, include cost associated for supplies used for this project. Provide a general description of the supplies needed for the program. Include the quantity, cost per unit, and number of months supplies will be used.

**Section 9 & 10: Employee Mileage/Travel & Training**

- **EMPLOYEE MILEAGE/TRAVEL** - On the top table, provide a general description of the mileage/travel expenses, include the rate of reimbursement.
- **TRAINING** – On the bottom table, include a general description of the training, cost per training session and number of people that will be trained.

**Section 11: Evaluation** –

- **EVALUATION CONTRACTED SERVICES** – Provide the name of the evaluation agency and/or the evaluator, a general description of the evaluation services, rate of pay and the formula used to determine the total amount.

If the evaluation is being conducted in-house (agency staff), please list under Section 1-Personnel, and identify them as evaluation.

- **OTHER EVALUATION COST** – Include other expenses related to evaluation only.

**Section 12 & 13: Other Expenses & Indirect Costs**

- **OTHER EXPENSES** - Include other expenses associated with this program not listed in other categories. (Provide a general description of all other expenses.)
- **INDIRECT COSTS** - Include overhead and administrative cost associated with this project. Indirect Costs **CANNOT** exceed 10% of total personnel cost, excluding fringe benefits.
Helpful Hints:

- Make sure to list each employee by name on Section 1, Personnel.
- Make sure to list each paid collaborative partner in Section 2, Contracted Services.
- Please indicate if the individual is a part-time or full-time employee of the agency [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, overwrite formulas.
- Make sure that the authorized representative of the agency (i.e., Executive Director) signs the budget summary page. Also, include the fiscal contact name and phone number.
### BUDGET REQUEST FORMS

**Agreement #**

**Agency:**

**Project Name:**

**Agreement Period:**

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<th>Cost Category</th>
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<td>Contracted Svcs (Excluding Evaluation)</td>
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<td>Employee Mileage and Travel</td>
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<td>Evaluation</td>
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**TOTAL:** $0

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**Fiscal Contact Person**

**Date**

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**Agency Authorized Signature**

**Date**

**Phone #**

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**First 5 LA Authorized Staff Only**

**Program Officer**

---

**Finance**

---

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

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

**Agency:**

**Project Name:**

**Agreement Period:**

### ANNUAL First 5 LA Funds PROJECT PERSONNEL BUDGET

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

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**Fringe Benefits:**

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<td>Other</td>
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Total Personnel $0 $0 $0

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.*
### Section 2

**Contracted Services**

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<th>Contracted/Consultant Services</th>
<th>RATE OF PAY AND FORMULA USED FOR DETERMINING AMOUNT</th>
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<th>Total Contracted Svcs</th>
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**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
## Section 3

### Equipment

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**Total Equipment:** $0  
**First 5 LA Funds:** $0  
**Matching Funds:** $0  
**Total Cost:** $0

**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
### 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*

Indirect Costs may not exceed 10% of Personnel cost, excluding Fringe Benefits.

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

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<thead>
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<th>Footage/Quantity</th>
<th>Unit Cost</th>
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<th>First 5 LA Funds</th>
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**Total Space:** $0 $0 $0 $0

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**Total Telephone:** $0 $0 $0 $0

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**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*
### Postage & Supplies

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Total Supplies: $0 $0 $0 $0 $0

**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
### Employee Mileage/Travel & Training Expenses

**Agency:**

**Project Name:**

**Agreement Period:**

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<tr>
<th>Employee Mileage/Travel include description</th>
<th>Mileage Quantity</th>
<th>Unit Cost per Mile</th>
<th>Total Mileage/Travel Cost</th>
<th>First 5 LA Funds</th>
<th>Matching Funds</th>
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Total Employee Mileage/Travel: **$0** **$0** **$0** **$0** **$0**

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<th>Training Expenses include description, # of people</th>
<th>Quantity</th>
<th>Unit Cost Per Training</th>
<th>Total Training Cost</th>
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Total Training Expenses: **$0** **$0** **$0** **$0** **$0**

**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
<table>
<thead>
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<th>Evaluation Contracted Services</th>
<th>Quantity</th>
<th>Rate of Pay</th>
<th>Total Evaluation Cost</th>
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<th>Other Evaluation Cost</th>
<th>Quantity</th>
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<th>First 5 LA Funds</th>
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Total Evaluation: $0 $0 $0 $0 $0

**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
## Other Expenses & Indirect Cost

**Agency:**

**Project Name:**

**Agreement Period:**

### Other Expenses include description

<table>
<thead>
<tr>
<th>Other Expenses include description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Other Cost</th>
<th>First 5 LA Funds</th>
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Total Other Expenses: $0 $0 $0 $0 $0

### Indirect Cost include general purpose for this cost

<table>
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<tr>
<th>Total Indirect Cost</th>
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Total Indirect Cost: $0 $0 $0 $0 $0

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**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**
First 5 LA
Oral Health Community Development Project

APPENDIX E

SAMPLE CONTRACT
This Contract made and entered into on this 29th day of February, 2xxx, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the “COMMISSION” and the «contractor name» whose address is «contractor address» hereinafter referred to as the “CONTRACTOR.” All of CONTRACTOR’S activities and services to be provided hereunder will support the COMMISSION’S strategic plan efforts and will be coordinated and overseen by COMMISSION staff as designated below.

I. SCOPE OF WORK

The CONTRACTOR shall provide description of project, statement of purpose, timeline, schedule of activities, and deliverables as set forth and described in the Scope of Work, which is attached and incorporated as Exhibit A. CONTRACTOR is to execute the work in order to ensure that the deliverables are met on time and on budget for the First 5 LA and staff.

II. SCOPE OF ENGAGEMENT

Any services other than those noted in this Contract shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

III. TERM OF CONTRACT

The term of this Contract will be «contract start date» “effective date” through «contract end date» “termination date” unless either party gives prior written notice of termination. This Contract shall expire without further notice on «end date».

IV. BUDGET

The Budget and Budget Narrative for the CONTRACTOR are attached as Exhibit B and form an integral part of this Contract.
In-direct costs included in the budget are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding ten percent will become the responsibility of the CONTRACTOR.

The CONTRACTOR shall receive from the COMMISSION total compensation not to exceed $XX,000.00 pursuant to the terms and conditions for payment set forth herein.

V. EXHIBITS

Exhibits A through C, as described below, are attached to and form an integral part of this Contract and are hereby incorporated by reference. Exhibit D, and E and F (as applicable) will be completed by the CONTRACTOR at later dates and forwarded to the COMMISSION on the designated due dates, as determined by the COMMISSION.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among 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  SCOPE OF WORK
Exhibit B  BUDGET FORMS
Exhibit C  ALL DOCUMENTS IN REQUIRED DOCUMENTS LIST
Exhibit D  INVOICE FORM
Exhibit E  PRELIMINARY REPORT(S)
Exhibit F  FINAL REPORT

This Contract and the Exhibits hereto, together with the CONTRACTOR’S proposal constitute the complete and exclusive statement of understanding between the parties that supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The Exhibits form an integral part of this Contract, and are hereby incorporated by reference. No amendment, promise, or Contract between the parties is valid unless the same is in writing executed by both parties.
VI. COMMISSION OBJECTIVES

Mission Statement
The mission of the COMMISSION 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.

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.

Values
The COMMISSION intends to make its vision come true by shaping its efforts around five core values:

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

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

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

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

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.

Goals
The COMMISSION will accomplish its 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, as outlined in the Strategic Plan.
VII. AMENDMENTS

Any agreements which in any way change the terms of this Contract shall be valid only if the requested change is made in writing and approved by authorized representatives of the CONTRACTOR and the COMMISSION. Request for modifications will not be accepted during the first two (2) months of the Contract period; and not more than ONCE thereafter, with the exception of the last quarter when there shall be none. CONTRACTOR must submit the written request one (1) month prior to the requested effective date of such modification.

Approval of any amendment will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.

VIII. INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IX. SUBCONTRACTORS

COMMISSION approves CONTRACTOR’S use of subcontractors to carry out its obligations under this Contract as specified as in Exhibit A.

No performance of this Contract or any portion may be assigned by CONTRACTOR without the written consent of the COMMISSION. Any attempt by the CONTRACTOR to assign performance of any of the terms of this Contract, in whole or in part, without said 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. CONTRACTOR shall submit a list of subcontractors to the COMMISSION for written approval prior to subcontractor performing any work hereunder.

A function proposed by CONTRACTOR may be carried out under subcontracts; however, 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 their designee. Any such attempt at delegation or assignment without prior written consent shall be void. 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. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

CONTRACTOR must submit a copy of the memorandum of understanding for each subcontractor to the COMMISSION for prior review and approval.

X. PROPRIETARY RIGHTS

CONTRACTOR agrees and acknowledges that its work pursuant to this Contract is, at COMMISSION’S direction, strictly limited to gathering data and other information regarding one or more of COMMISSION’S funding initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process. In that regard, the following limitations shall apply to CONTRACTOR’S future use of data and information collected by CONTRACTOR during the course of its work for COMMISSION, in addition to any other conditions and limitations imposed by this Contract:

A. All data and information collected by CONTRACTOR during the course of this project, in whatever form, shall be the sole property of the COMMISSION. CONTRACTOR shall maintain said data and information on behalf of the COMMISSION in form and substance consistent with accepted research practices throughout the course of this Contract. Research findings and results generated from the data may be used internally by the COMMISSION for planning purposes prior to publication by the CONTRACTOR. The COMMISSION will not disseminate any data beyond its internal staff without the consent of the CONTRACTOR.

B. To facilitate this joint ownership, the COMMISSION will develop a “Virtual Private Network” for file sharing via the Internet. Until such system 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.

C. Both the CONTRACTOR and the COMMISSION shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to the Contract. Any raw data collected by the CONTRACTOR will be provided to the COMMISSION only after individual identifiers (with the exemption of zip codes) have
been removed from the raw data. CONTRACTOR shall be responsible for complying with all applicable state and federal laws governing the gathering, use, and protection of personal information.

D. For any data gathering, informed consents shall be obtained and the CONTRACTOR is responsible for fulfilling any requirements pertaining to and in compliance with HIPAA and an Institutional Review Board for Human Subjects Protection.

E. At the conclusion of CONTRACTOR’S work, whether through expiration or termination of this Contract, CONTRACTOR shall promptly turn over to COMMISSION all data and information collected, along with all required reports in the following format: all original data and reports must be submitted in hard copy and electronic format within 30 days after expiration or termination to Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First - Proposition 10 Commission (aka First 5 LA) with copies sent to designated director.

F. CONTRACTOR shall maintain notes, business records, and working papers on file for a period of not less than four (4) years following the termination or expiration of this Contract, and shall provide COMMISSION access to said records for inspection and copying upon seven (7) days written notice from COMMISSION. CONTRACTOR specifically agrees to comply with the California Public Records Act (Government Code Section 6250, et seq.) as directed or requested by COMMISSION.

G. Any software or equipment developed by CONTRACTOR at COMMISSION’S direction and/or expense during the course of this Contract shall become the sole property of COMMISSION. COMMISSION shall have the right to consent to and participate financially in any licensing or sales Contract relating to such software or equipment.

H. The timing, format, and manner of the dissemination of any data or information gathered pursuant to this Contract and any report of results, conclusions or recommendations prepared by CONTRACTOR shall be at the sole discretion of the COMMISSION. COMMISSION shall attribute the work to CONTRACTOR upon any such release.

I. CONTRACTOR may not use the data and information collected pursuant to this Contract without the prior written consent of COMMISSION’S Executive Director or her designee. Such consent must be requested in
writing, stating the specific purpose for which consent is being sought, not less than ten (10) working days in advance of any such use.

J. CONTRACTOR is given a royalty-free, non-exclusive license to use such work solely for education and scholarly purposes that relate to development of methodology, evaluation approaches, research measures, and statistical analysis.

K. If the CONTRACTOR uses any data from this project for a purpose that will result in profit or financial compensation to CONTRACTOR or any party related to CONTRACTOR, such fact must be disclosed in a written request for consent by CONTRACTOR and submitted to the COMMISSION. In such cases, COMMISSION shall have the right to enter into a royalty, licensing, or reimbursement Contract with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge the participation and funding with “Funded without endorsement, by First 5 LA” and shall provide the COMMISSION with two (2) copies of the published material.

L. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to this Contract.

M. 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 First 5 LA funds pursuant to this Contract, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.

N. COMMISSION and CONTRACTOR agree that all personal property purchased with funds provided under this Contract shall become the property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION.

This section is applicable to all subcontractors in the performance of their services under the Program.
XI. 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 INITIATIVE. 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 the COMMISSION.

XII. 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.

XIII. INSURANCE

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 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 XIV 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.

Notwithstanding any other provisions of this Agreement, 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.

It is specifically agreed by the Parties that this Section IX shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section IX. 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.
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 employee” 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.

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

A. 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 must purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

B. 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.

C. 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.
D. 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 work performed for COMMISSION under the terms of this contract, are required to provide evidence of Professional Liability coverage.

E. Property Insurance

Such insurance shall be required only in the event the Contract is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than $1,000 each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

F. Crime Coverage Insurance

Such insurance shall be in the amount 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.

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.

XIV. LIABILITY AND INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind,
whether actual, alleged or threatened, actual attorney fees incurred by CONTRACTOR, 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 the COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, or damages arising out of or caused by COMMISSION’S sole negligence as determined by a court of competent jurisdiction.

XV. ACCOUNTABILITY

A. The CONTRACTOR will work under the direction of Evelyn V. Martinez, Executive Director of Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) and/or designated departmental director(s) of Planning and Development, Grants Management, Contracts & Legal Compliance, Finance, Public Affairs, and/or Research and Evaluation to ensure appropriate documents and activities are in compliance. The CONTRACTOR shall copy all communications to designated director(s) and will deliver routine updates and check-ins including preliminary reports (Exhibit E) and final reports (Exhibit F), over the course of this Contract period.

B. The COMMISSION will make relevant, non-confidential and non-privileged information available and accessible to the CONTRACTOR in order to successfully complete the project.

C. The CONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and CONTRACTOR, with the highest degree of quality and service to the COMMISSION.

D. Both CONTRACTOR and COMMISSION will conduct themselves and their work in an ethical manner with high integrity and respect for the individuals involved in this process.

E. 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 the effectiveness of program
planning and implementation. COMMISSION at its sole discretion will conduct on-going assessments of the program.

F. 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.

G. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which required the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.

The CONTRACTOR shall not provide technical assistance to any grantee, agency, and/or collaborators with which the CONTRACTOR has a prior or existing business relationship. It is the responsibility of CONTRACTOR to avoid any activity that might create a legal conflict of interest under California law or the appearance of any such conflict. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from COMMISSION during the course of this Contract.

XVI. INTERPRETATION AND JURISDICTION

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

XVII. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.
XVIII. PAYMENTS TERMS

All checks are to be made out to «Payee Name». Monthly invoices based on actual expenses are to be submitted by the CONTRACTOR to the COMMISSION by the 20th day of each month and must be addressed to the attention of Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION’S receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay CONTRACTOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before 20th day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and reports have been submitted to the COMMISSION. If CONTRACTOR does not comply with the timeframe set forth in this Section XVIII, 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.

XIX. 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 Contract only, with no future funding promised or guaranteed.

The COMMISSION and the CONTRACTOR expressly agree that full funding for the Contract 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 current or subsequent Contract years at a level that is generally proportionate to the reduction.
XX. TERMINATION OF SERVICES

Either party may terminate this Contract after providing ten (10) days written notice to the other party at the address first set forth above. When CONTRACTOR’S services conclude, all unpaid fees and expenses become due and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Contract and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or CONTRACTOR shall immediately terminate this Contract.

XXI. ENTIRE UNDERSTANDING

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

XXII. ATTORNEY FEES

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

XXIII. RECORDS AND AUDITS

COMMISSION reserves the right at any time during CONTRACTOR business hours at its discretion and upon reasonable notice to audit, examine records and require supporting documentation to substantiate CONTRACTOR reported expenses and basic service level estimates of work completed.

XXIV. NOTICES

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.

Notices to CONTRACTOR
Notices will be sent to CONTRACTOR addressed as follows:

<table>
<thead>
<tr>
<th>Primary Contact Person</th>
<th>Telephone</th>
<th>E-mail</th>
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<tbody>
<tr>
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<td></td>
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<tr>
<td>Fiscal Contact Person</td>
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</tbody>
</table>

CONTRACTOR Name

CONTRACTOR Address

Notices to COMMISSION
Notices sent to COMMISSION shall be addressed as follows:
FIRST 5 LA
Attention: [DESIGNATED DIRECTOR]
750 North Alameda Street, Suite 300
Los Angeles, California 90012

With a copy of any Contract changes or amendments to:
Craig A. Steele
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

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.

[SIGNATURES BEGIN ON FOLLOWING PAGE]
## CONTRACTOR SIGNATURE AUTHORIZATION FORM

### INSTRUCTIONS:
Check the appropriate boxes below and then sign and submit two (2) completed original forms. The form will be considered incomplete if the Certification section is not signed by the agency's authorized signatory, as delegated by bylaws or corporate resolution. If applicable, a copy of the board resolution must be included with completed form.

All signatures must be done in **blue** for verification purposes.

### CERTIFICATION:
Per the agency’s bylaws and the attached board resolution (if applicable), I/we hereby verify that I am an authorized agency signatory/we are authorized agency signatories for the aforementioned agency and as such can sign and/or delegate authorization to sign and bind the agency as it relates to the above-referenced program to the delegated authorized signatory/signatories listed on this form.

### SIGNATURE AUTHORIZATION IS PROVIDED TO AGENCY AUTHORIZED SIGNATORY BELOW:
- [ ] Per Section (include section number) of the agency’s bylaws
- [ ] Per the board’s resolution (copy attached)

### CONTRACT/AMENDMENTS WILL REQUIRE:
- [ ] One signature per bylaws
- [ ] Two signatures per bylaws or as a corporation*

### AGENCY AUTHORIZED SIGNATORY:
<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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</table>

**Signature:**

**Date:**

*If agency is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization’s bylaws or corporate resolution.

### IMPORTANT NOTE:
If the signature authorization status of any individual changes during the term of the grant agreement, it is the responsibility of the contractor to contact their respective Program Officer regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.

---

**Agency Name:**

**Project Name:**

**Contract Number:**

**Contract Period:**

---

*DO NOT MODIFY THIS FORM*
First 5 LA
Oral Health Community Development Project

APPENDIX G

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

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

EXPLANATION (Use additional pages, if necessary):

________________________________________   ________________
Authorized Signature             Date

_________________________________________
Print Name of Authorized Agent