

GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into and made effective as of the 1st day of August 2015 ("Effective Date"), by and between Los Angeles Foundation on Aging, a California nonprofit independent agency ("LAFA"), and City of Los Angeles Department of Aging, a governmental agency exempt under Section 170(c)(1) of IRS Code 115 ("Grantee").

This Agreement is made with reference to the following facts:

A. LAFA's charitable mission is to improve the quality of life for older adults and their families in the City of Los Angeles by improving upon and expanding existing services, and supporting new and innovative programs

B. The Grantee possesses extensive knowledge and experience in matters that relate and pertain to LAFA's charitable mission.

C. LAFA desires to grant funds to the Grantee and the Grantee desires to use such funds for purposes of furthering LAFA's charitable mission, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereto do hereby agree as follows:

1. Scope of Project. Grantee, in exchange for receiving the grant award from LAFA, shall perform the project set forth in Exhibit A, attached hereto and incorporated herein by this reference. The grant award is to be used only for the purposes set forth in Exhibit A. Grant funds may not be used to carry out propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; to make any grants that do not comply with the rules for individual grants and organizational grants in Section 4945 of the Internal Revenue Code; to undertake any activity for a non-charitable purpose; or for any other illegal or other purpose that conflicts with LAFA's charitable mission.

Operational implementation of the Grant is the sole responsibility of the Grantee. Other than payment of the grant award, it is expressly understood that LAFA has no obligation to provide other or additional support for this or any other project or purposes.

2. Grant Award Amount. Grantee shall be paid a grant award as set forth in Exhibit A. The payment set forth in Exhibit A is intended to cover all fees and expenses, of any kind, associated with the project and no payment other than that set forth in

Exhibit A shall be made under this Agreement unless agreed to in advance in writing by the parties.

3. Expenditure of Funds and Reconciliation of Actual Expenditures. This grant is to be used in accordance with the Grantee's approved program and budget. Permission to make any major changes in program objectives, implementation strategy, key personnel, or timetable must be requested in writing, and LAFA's approval obtained before such changes are implemented.

Any funds (including interest accrued) not expended or committed for the purposes of the grant within the grant period (or any authorized extension of the grant period) must be returned to LAFA within sixty (60) days of the close of the grant. At LAFA's discretion, any final award may be reduced to reflect unexpended or uncommitted funds based upon a reconciliation of the Grantee's final expenditure report.

4. Monitoring and Financial Records. LAFA may monitor and conduct an evaluation of operations under this grant. This may include a visit from LAFA staff and/or advisors to observe the Grantee's program, discuss the program with the Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. The Grantee is expected to maintain complete books and records of revenues and Expenditures for the project, which should be made available for inspection at reasonable times if deemed necessary by LAFA. LAFA, at its expense, may periodically audit a selected number of its grants. Grantee is expected to provide all necessary assistance in connection with any such audit. Records must be kept for at least three (3) years after completion of the grant or any longer period required by law.

5. IRS Determination. Unless Grantee is a public agency, as a condition of this Agreement, Grantee must provide LAFA with a copy of the determination letter from the Internal Revenue Service proving its tax-exempt status. The Grantee certifies that the facts supporting Grantee's tax-exempt and public charity status under Sections 501(c)(3) and 509(a) of the Internal Revenue Code ("Code") have not changed since the issuance of the IRS determination letter which was provided to LAFA and which has not been revoked or amended. The Grantee is not aware of any facts which could result in a change in its tax-exempt status under Code Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under Code Section 4958, dealing with "intermediate sanctions."

6. Period of the Grant. The grant period shall commence as of the Effective Date and shall continue thereafter until the grant project has been completed, unless

sooner terminated as provided for herein. For the purpose of this agreement, the grant period is from August 1, 2015 to July 31, 2018.

7. Grant Termination. LAFA may, at its sole option, terminate the grant at any time. Upon such termination, any funds (including interest accrued) not expended or committed for the purposes of the grant prior to such termination must be returned to LAFA within sixty (60) days.

8. Confidentiality. The parties acknowledge that Grantee, in performing the grant hereunder, may acquire certain Confidential Information (as defined below) relating to LAFA and its affiliated corporations. Grantee shall not divulge or disclose, without LAFA's prior written approval, nor use for the benefit of any person or entity other than LAFA, any Confidential Information that may become known to Grantee by reason of this Agreement or otherwise. Grantee further agrees to prevent its agents and employees from divulging or disclosing any such Confidential Information or from using such Confidential Information for the benefit of any person or entity other than LAFA.

Confidential Information of LAFA shall include, but not be limited to, any Work Product (as defined below), the existing or future services, products, operations, management, business, financial information, goals, profits, billings, referral, research services, strategies, technology, trademarks, know-how, member lists and objectives of LAFA or its affiliates, except to the extent that the release of such information was authorized by LAFA or such information is generally available or known to the public or becomes known to the public through means other than a breach of this Agreement or by any person or entity having an obligation to keep such information confidential. All information which Grantee acquires or becomes acquainted with during the term of this Agreement, whether developed by Grantee or by others, which Grantee has a reasonable basis to believe to be Confidential Information, or which is treated by LAFA as being Confidential Information, shall be presumed to be Confidential Information. LAFA understands that the Grantee, as a municipal unit of government, is subject to the California Public Information Act and any court orders to produce any project records in its possession. It will notify LAFA immediately of any public information requests or court orders to produce project documents it possesses.

9. Ownership of Materials. LAFA and Grantee shall own jointly, with no duty to account or other restriction, any and all inventions, improvements, discoveries, works of authorship, trademarks, trade names, designs, know-how, ideas and information created, made or conceived or reduced to practice, by Grantee using the Grant funds (including, but not limited to patent rights, copyrights, trade secret rights, trademark rights and all other intellectual and industrial property rights of any sort throughout the world) (collectively, "Work Product"). From time to time, but no less frequently than once

each calendar quarter, Grantee shall provide copies of documents disclosing the Work Product to LAFA. Notwithstanding the foregoing, the parties agree that any profit realized from the sale or other use of any of the Work Products shall be used in a manner consistent with LAFA's charitable mission.

If the Work Product embodies or incorporates any inventions, improvements, discoveries, works of authorship, trademarks, trade names, designs, know-how, ideas and information made or conceived or reduced to practice (or any patent rights, copyrights, trade secret rights, trademark rights or any other intellectual and industrial property rights) owned by either party that were created, made, conceived, or reduced to practice prior to the date of this Agreement (collectively, the "Embodied Pre-Existing Materials"), the Embodied Pre-Existing Materials shall, as between the parties, remain the sole property of the party that owns the Embodied Pre- Existing Materials, provided, however, that each party shall be deemed to have granted to the other party a non-exclusive, perpetual, royalty-free, non-terminable license, with a right to assign and sublicense, to use the Embodied Pre-Existing Materials solely to the extent necessary to enable the licensed party to exercise its rights as joint owner of the Work Product.

The Grantee and LAFA shall cooperate with each other as may be necessary to further evidence, record and perfect such joint ownership of the Work Product and to apply for, obtain, maintain, protect, enforce, and defend the intellectual, proprietary and industrial rights in the Work Product, which includes, without limitation, protecting the confidentiality of the Work Product that the parties mutually agree should be kept confidential.

10. Independent Contractor. Grantee is an independent contractor, and nothing herein shall be construed to create an employment, joint employment, partnership, joint venture, agency, or any other kind of relationship between Grantee and LAFA. In no event shall Grantee or its employees, independent contractors, or agents, if any, be considered employees of LAFA. Grantee shall not have, nor shall Grantee claim or imply that Grantee has, any authority to enter into any obligation on behalf of, or binding upon, LAFA. Grantee is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance; and Grantee agrees to defend, indemnify and hold LAFA harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of (i) an alleged failure by Grantee to satisfy any such obligations or any other obligation (under this Agreement or otherwise) or (ii) any other action or inaction of Grantee with respect to its employees, independent contractors, or agents. Grantee and its employees are not eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of LAFA.

11. Indemnification. Each party hereby covenants and agrees to protect, defend, indemnify and hold harmless the other party, its present, former and future legal representatives, board members, directors, employees, agents, officers, trustees, affiliates and assigns, and each of them from and against any claim, loss, damage, cost, expense or liability, including, but not limited to, attorneys' fees, including allocated cost of in-house counsel, arising out of or related to the performance or nonperformance by the indemnifying party of any obligations to be performed under this Agreement or the indemnifying party's breach of any warranties hereunder.

12. Acknowledgement and Publicity. LAFA will oversee dissemination of final research and any resulting publicity activities. LAFA will send publicity material to the Grantee for final review and approval and will also provide the Grantee copies of the final product. The City of Los Angeles logo shall not be used without the written authorization of the Los Angeles City Council. Nor shall any material express or imply endorsement of by the City of Los Angeles without the written authorization of the Los Angeles City Council. If LAFA publishes material resulting from this project, either in print or electronically, appropriate acknowledgement of the Grantee will be included. The Grantee shall not issue a press release or any other publication regarding this grant or the resulting published material without the prior review and approval of the text by LAFA. Grantee shall not use and shall keep its employees and agents from using LAFA's name in any sales or marketing publication or advertisement, without the prior written consent of LAFA.

Notwithstanding the foregoing, any publication produced by the Grantee that refers or results from this grant should include an acknowledgment of LAFA that reads: "Supported by a grant from LAFA Health Plan, based in Long Beach, California. LAFA is an nonprofit public benefit corporation dedicated to finding innovative ways to enhance seniors' ability to manage their health and to continue to control where and how they live.

13. General Provisions.

a. Assignment. Neither party shall assign nor delegate all or any part of this Agreement to any person or entity without the prior written consent of the other party; except, however, the parties acknowledge and agree that LAFA may assign and/or delegate its rights and duties under this Agreement, in part or in whole, to any of its affiliated or subsidiary or other entities without the prior consent of Grantee. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the respective parties hereto.

b. Survival. The obligations set forth in Sections 4, 8, 9, 10, 11, 12, and 13 and the remedies set forth for breach of this Agreement shall survive the termination of this Agreement.

c. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

d. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

e. Remedy. It is acknowledged and agreed that all Confidential Information and Work Product represents a unique intellectual product of LAFA and that any breach of Sections 8 and 9 of this Agreement would have a detrimental impact on LAFA; that the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable harm and would require a multiplicity of actions at law and in equity in order to seek redress. Given the foregoing, it is agreed that LAFA shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to LAFA.

f. Governing Law. This Agreement has been executed and delivered in, and shall be governed by and construed in accordance with the substantive laws of the State of California.

g. Jurisdiction. The parties hereto mutually consent and submit to the Jurisdiction of any state or federal court of competent jurisdiction located in Los Angeles County, State of California, in any action or proceeding arising out of or relating in any manner to this Agreement.

h. Entire Agreement. This Agreement (including the exhibits and schedules hereto, each of which is incorporated herein and made a part of this Agreement) constitutes the entire agreement and understanding of the parties hereto and terminates and supersedes any and all prior agreements, arrangements and understandings, both oral and written, express or implied, between the parties hereto concerning the subject matter of this Agreement.

i. Amendment. No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by all of the parties hereto.

j. Headings. Headings herein are provided for reference only and shall in no way affect interpretation of the Agreement.

k. Right to Contract. Each party hereto represents to the other that it is authorized to enter into this Agreement and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into between the party so representing and any other party. Grantee further

represents that it has the corporate power and any regulatory approvals necessary to accept the grant and conduct the project.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first written above.

Lafa:

LOS ANGELES FOUNDATION ON AGING

By: _____

Monika White

Its: Chair

Date: _____

Address for Notices:

221 N. Figueroa St. Suite 650

Los Angeles, CA 90012

GRANTEE:

City of Los Angeles Department of Aging

By: _____

Its: _____

Date: _____

Tax ID No.:95-6000735

Address for Notices:

City of Los Angeles Department of Aging

350 S. Grand Ave Suite 4502

Los Angeles, CA 90071

TELEPHONE: 213.202.5645

FACSIMILE: 213.473.5980

EXHIBIT A
Scope of Project and
Payment

1. Scope of Project. LAFA, to improve the quality of life for older adults and their families in the City of Los Angeles by improving upon and expanding existing services, and supporting new and innovative programs. The purpose of this Grant is to assist low income and vulnerable older adults live independently in the community through the provision of financial assistance for emergency needs.

This grant provides a an advance payment to Grantee for Grantee to establish and/or support an Emergency Assistance Fund to provide financial support to older adults (60 and over) faced with unexpected expenses. The Emergency Assistance Fund can be used for purchase of service or equipment; these include:

Transportation Food Assistance Respite
Housing Assistance
Adult Day Care Programs Utility Payment
Adaptive devices, such as ramps, bath benches and grab bars home repairs
Support for other basic necessities

Assistance may be requested by the recipient in more than one category of aid and more than once a year.

Limitations and restrictions:

- Funding must be utilized for the provision of an Emergency Assistance Fund providing financial support to older adults (60 and over) in emergency situations.
- The maximum amount per client per year is \$500.00.
- Funds shall not be distributed directly to a recipient. Goods and/or services will be arranged and paid for directly by the organization.
- No more than 10% of funds may be used for persons under 60, such as caregivers and persons with disabilities.
- No more than 10% of funds can be used for individuals residing in long term care facilities such as nursing homes and RCFE's.

- No more than 10% of funds can go towards administrative costs.
- The funding shall not be used to support personnel.

In connection with the grant, Grantee shall submit the following reports in a form and manner acceptable to Company:

Impact Report	Due Date
Reporting Period: 8/1/15 – 7/31/2016	8/31/16
Reporting Period: 8/1/16 – 7/31/2017	8/31/17
Reporting Period: 8/1/17 – 7/31/2018	8/31/18

A final report is required as a condition of the grant award. The final report shall be comprehensive and include: 1) a summary of the project objectives; 2) accomplishments toward achieving those objectives and any changes made during the course of the project in the strategy for accomplishing them; and 3) problems that may have encountered and how they were resolved.

Grantee agrees to cooperate with any corrective action required by LAFA to ensure that grant funds are being used appropriately and as described in this Agreement.

2. **Payment.** Excluding any reduction for unused or uncommitted funds, the Grantee shall receive first installment of \$10,000 of the grant award of a total of Thirty Thousand Dollars (\$30,000) within fifteen (15) days of full execution of this Agreement.