

**SPECIFIC PROJECT**  
**GRANT AGREEMENT**

City of Long Beach

EIN [REDACTED]

File Number 20052706

**29708**

This Specific Project Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

**I. GRANTEE’S STATUS**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section I. Grantee warrants and represents that it is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code. Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Grantee will notify The Endowment immediately of any actual or proposed change in tax status, including any substantial or material change in sources of support for any taxable year affected by this grant, within the meaning of Section 1.170A-9 of the Treasury Regulations. Grantee warrants and represents that this grant shall not change Grantee’s status under Section 509(a) of the Code.

The foregoing paragraph shall not apply (and Grantee shall be an eligible grantee) if Grantee is an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Code. For these purposes, an organization is described in Section 170(c)(1) of the Code only if it is a State of the United States, a possession of the United States, or any political subdivision of any of the foregoing (for example, a city or county), the United States, or the District of Columbia. For these purposes, an organization is described in Section 511(a)(2)(B) of the Code only if it is a college or university which is an agency or instrumentality of any government or any political subdivision thereof, or which is owned or operated by any government or political subdivision thereof, or by any agency or instrumentality of one or more governments or political subdivisions. As used in Section 511(a)(2)(B) of the Code, the term “government” includes any foreign government (to the extent not contrary to any treaty obligation of the United States) and all domestic governments (the United States and any of its Territories or possessions, any State, and the District of Columbia).

**II. PURPOSE OF AWARD**

Long Beach Diabetes Collaborative Project: To support a community-based effort to strengthen comprehensive diabetes services and to address systems of care and support for diabetes prevention and management for low-income persons with or at-risk of diabetes in the city of Long Beach.

This grant is made only for the purposes described in this Agreement. The grant funds and any interest earned on the funds may not be used for any other purpose without prior written approval from The Endowment.

### **III. OBJECTIVES & EXPECTED OUTCOMES OF AWARD**

#### **Objectives**

##### *Planning and Capacity Building of Long Beach Diabetes Collaborative*

1. Establish and convene the Long Beach Diabetes Collaborative on a monthly basis. Expand core membership to include at least 25 additional community stakeholders. (Month 2 and ongoing)
2. Establish and convene two Collaborative workgroups (i.e. Promotoras and Asian/Pacific Islander workgroups) to address specific obesity/diabetes needs in communities of color. (Month 2 and ongoing)
3. Identify gaps in the systems of diabetes care (i.e. prevention, primary and specialty care) for diabetic patients in Long Beach. (Month 12)
4. Complete a diabetes needs assessment in targeted Long Beach neighborhoods by conducting community meetings and surveys of high-risk populations. (Month 12)
5. Develop a report for review by the Collaborative that summarizes systems strengths and gaps, and identifies strategies to improve the system diabetes care in Long Beach. (Month 14)
6. Develop a Collaborative action plan based on community priorities that creates a higher functioning system of diabetes care in Long Beach. (Month 18)

##### *Early Implementation of Diabetes Collaborative Member Activities*

7. Produce and disseminate a resource guide of free/low-cost diabetes services in Long Beach area to approximately 200 individuals/families annually. (Month 12)
8. Pilot a diabetes self-management project, led by The Children's Clinic, and report pilot results to Diabetes Collaborative. (Month 14)
9. Provide training and technical assistance to Asian/Pacific Islander (API) organizations on adapting the Latino Diabetes Program for use in API communities in Long Beach. (Month 6)
10. Adapt and pilot a comprehensive database for diabetes self-management for an API community (i.e. Chamorro), and report pilot results to the Diabetes Collaborative. (Month 13)
11. Pilot a support/physical activity group and report pilot results to the Diabetes Collaborative. (Month 14)

## **Outcomes**

1. Improved Collaborative infrastructure to improve the system of diabetes care in Long Beach by Summer 2007.
2. Development of coordinated, systems-level solutions to address gaps and barriers to diabetes care for underserved populations in Long Beach by Summer 2007.
3. Improved knowledge of the effectiveness of diabetes care models in Long Beach, ranging from prevention to access to primary care and for different ethnic communities by Summer 2007.
4. Learning for LA Health Action Initiative about geographic-based efforts to integrate primary prevention, primary care, and specialty care for low-income adults with chronic conditions by 2007.

## **IV. EVALUATION**

An external evaluator will assist the Diabetes Collaborative in developing evaluation tools and monitoring progress towards project objectives using process and outcome measures. The evaluator will conduct data analysis and write summary reports. Evaluation results will be used to provide continuous feedback to the Long Beach Diabetes Collaborative. Coordination between member agencies will be tracked and evaluated. Additionally, because The Endowment will likely fund several geographic-based projects in Los Angeles and these projects are an outgrowth of LA Health Action's Safety Net Collaborative, The Endowment will commission a qualitative cluster evaluation of these projects under the broader evaluation of LA Health Action Program Office.

## **V. AMOUNT OF AWARD**

\$265,446, payable as follows:

\$192,786 upon The Endowment's receipt of this executed Agreement; and \$72,660 on April 30, 2007.

First payment is contingent upon receipt of this signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in Conditions of Award Section.

## **VI. SPECIFIC PROJECT GRANT BUDGET**

Grant funds are to be applied in accordance with the grant budget presented as Exhibit A.

## **VII. TERM OF AWARD**

Grant funds are to be applied to expenses incurred for the period from March 1, 2006 to August 31, 2007.

## **VIII. CONDITIONS OF AWARD**

Grantee agrees that the award is subject to the following conditions.

- A. Reports. Grantee shall make a written report to The Endowment as of the end of its annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee shall make a final written report with respect to all expenditures made from the grant funds (including salaries, travel and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is as follow.

- 1st interim report: September 30, 2006
- 2nd interim report: March 31, 2007
- Final Report: September 30, 2007

- B. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a supporting organization in all published material relating to the subject matter of the award. Grantee shall list The Endowment as a supporting organization in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.

- C. Expenditure of Award Funds.

1. Returns. Any funds not expended in accordance with the terms of this grant must be returned to The Endowment. Such return must be made within thirty (30) days following the Grant's termination date.
2. Earmarking. This award is not "earmarked" within the meaning of Treasury Regulations Section 53.4945-2(a)(5)(i), to be used (a) in any attempt to influence legislation within the meaning of Section 4945(e) of the Code or (b) to engage in any other activity, directly or indirectly, that would result in the imposition of an excise tax on The Endowment pursuant to Chapter 42 of Subtitle A of Title 26 of the United States Code if engaged in by The Endowment itself. There exists no agreement, oral or written, whereby The Endowment may cause the Grantee to carry on propaganda, or otherwise attempt to influence legislation, to engage in any activity to influence the outcome of any specific public election, or to carry on directly or indirectly, any voter registration drive, to engage in any activity other than charitable activities specified in Section 170(c)(2)(B) of the Code, to make grants to individuals or organizations that would violate Section 4945(d)(3) or (4) of the Code, or whereby The Endowment may select the recipient to which the Grantee shall devote the award.
3. Prohibited Uses. Grantee may not use any of the funds from this award to (a) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code, (b) make any grant which does not comply with Section 4945(d)(3) or (4) of the Code, or (c) undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

4. Legislative Activities. The Grantee may not use any of the funds from this award to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), except as permitted pursuant to Treasury Regulations Section 53.4945-2(a)(6)(ii). If the specific project that is the subject of this grant will include any attempts to influence legislation, the Grantee shall provide The Endowment with both an overall budget for the entire project and a specific budget for this award that are true and accurate and that demonstrate that the total amount of all of the grants from The Endowment for this project do not exceed the total amount spent for activities of the project that are not attempts to influence legislation.
  5. Program - Related Investments. In the case of a grant that is a program-related investment, the purpose of the investment is specified above. Grantee agrees to use the grant funds only for purposes of the specified investment and to repay any portion of the grant not used for such purposes, provided that, with respect to equity investments, such repayment shall be made only to the extent permitted by applicable law concerning distributions to holders of equity interests. At least once a year during the existence of the program-related investment, the Grantee shall submit to The Endowment full and complete financial reports of the type ordinarily required by commercial investors under similar circumstances and a written statement signed by an officer of the Grantee that the Grantee has complied with the terms of the investment. Grantee shall maintain books and records adequate to provide information ordinarily required by commercial investors under similar circumstances and to make such books and records available to The Endowment at reasonable times.
- D. Return of Funds. Grantee shall return to The Endowment any unexpended award funds under the following conditions:
1. If The Endowment, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement and/or the Grantee's grant program or budget as approved by The Endowment; or
  2. If Grantee loses its status as an eligible grantee as described in Section I above.
  3. Any portion of the funding is not used for grant purposes.
- E. Records, Audits, Site Visits. Funds provided by The Endowment shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to specific project grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a specific project grant.
- F. Budgets. Expenditures of grant funds must be only for line items specified in the approved grant budget. Advance written approval by The Endowment must be received by the Grantee for disbursements deviating from the line items of the approved budget. Any interest earned on grant funds must be applied to the Grant Project purposes and must be reported to The Endowment.

- G. Temporary Investment of Grant Funds for Specific Project Grants. The temporary investment of grant funds pending expenditure for grant purposes shall be limited to the following authorized investments:
1. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
  2. Registered warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State of California or by a department, board, agency, or authority of the State of California.
  3. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
  4. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
  5. Negotiable certificates of deposit issued by a nationally or California state chartered bank, a savings association or a federal association (as defined by Section 5102 of the California Financial Code), a California state or federal credit union, or by a California state-licensed branch of a foreign bank.
- H. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- I. Public Reporting. The Grantee agrees to disseminate to interested publics, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- J. Intellectual Property. All intellectual property produced as a result of this award shall be owned by The Endowment and disseminated for public benefit. Grantee shall be granted a non-exclusive, irrevocable, perpetual and royalty-free license to copy, distribute, create derivatives and otherwise use the intellectual property so produced for any purpose.
- K. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this award.
- L. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.

- N. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- O. Meaning of Certain Terms. The term "specific project grant" has the same meaning as in Treasury Regulations Section 53.4945-2(a)(6)(ii). The term "earmarked" with respect to a grant means that the grant is given pursuant to an agreement, oral or written, that the grant will be used for specific purposes. The term "program-related investment" has the same meaning as in Section 4944 of the Code and the Treasury Regulations thereunder.

**IX. ACCEPTANCE OF AGREEMENT**

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement. This Agreement supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

**Accepted on behalf of City of Long Beach:**

<p><u>Christine J. Shippy</u> ASSISTANT          Authorized Signature</p> <p><u>City Manager</u>          Title</p>	<p><u>Gerald R. Miller</u>          Printed Name</p> <p><u>6-22-06</u>          Date</p>
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EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.

**Agreed to and Acknowledged on behalf of The Endowment:**

<p><u>[Signature]</u>          Authorized Signature</p> <p><u>Senior Program Officer</u>          Title</p>	<p><u>Peter Long</u>          Printed Name</p> <p><u>5/26/06</u>          Date</p>
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APPROVED AS TO FORM

6/13, 2006  
 ROBERT E. SHANNON, City Attorney

BY [Signature]  
 SENIOR DEPUTY CITY ATTORNEY